#### **MINUTES**

#### **PUBLIC HEARING**

RE

#### ROADS IN VANDERBURGH COUNTY, INDIANA

Monday - March 22, 1993

5:00 p.m.

#### I N D E X

| Minutes | <br>1 | _ | 10 |
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#### **Attachments**

1993 Preliminary Road Paving, Maintenance & Repair List submitted by John Stoll, County Engineer

Letter from Mrs. Carl Kirsch, with Petitions re Widening & Repair of Wimberg Rd.

Letter from Betty Marchal re Wimberg Rd.

Letter from John Stoll re Seib Rd.

Sign-In Sheet for Public Hearing

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#### MINUTES PUBLIC ROAD HEARING MARCH 22, 1993

The Vanderburgh County Board of Commissioners met in special session at 5:10 p.m. on Monday, March 22, 1993 in the Commissioners Hearing Room for purposes of conducting a Public Hearing with regard to roads in Vanderburgh County. President Rick Borries was presiding.

#### RE: WELCOME & INTRODUCTIONS

President Borries called the meeting to order, welcomed the meeting room full of participants, introduced himself and the other Commissioners, as well as Deputy Auditor Cindy Mayo, Joanne Matthews, Secretary and B. J. Farrell of the Commission office.

Mr. Borries said the special Public Road Hearing is being called to order. This is a bit unusual, since all counties have not always been able to hold these. What the Board will be doing this evening is listening to the meeting participants regarding resurfacing roads and there has been a road list proposed at this point, based on imput from citizens from around the County and the County Highway and County Engineering offices, the Sheriff's Department, etc. What the Board will do is take these items under advisement this evening and share the information with the County Engineer's office so we can begin to look at the available funding, which is always on ongoing mystery in government. Not that any funds are missing, it's just a matter of trying to find out how much we have at any given time so that we can pave roads. Mr. Borries said it is a very expensive function, because simple repaving amounts to about \$50,000 per mile. Therefore, we have to be very careful as to how we budget and what we do in situations like this.

#### RE: RECONSTRUCTION OF BOONVILLE-NEW HARMONY RD.

President Borries said many people in the audience are probably present with regard to the reconstruction of Boonville-New Harmony Rd. To explain a bit of what has happened today and perhaps put their minds at ease on this, he thinks this item motivated a lot of people to begin to respond our Board — because it appeared in the media that EUTS — they are authorized by the Federal and State governments to be a planning agency for local governments) in the surrounding metropolitan statistical area — what he is talking about is the City of Evansville, Vanderburgh County, Warrick County, and the City of Henderson, Kentucky. All of those are in this planning network called the Evansville Urban Transportation Study. At some point, and it has been on the project for a long time — it has been a 3-R project. This is a rural road reconstruction synonym which essentially involves widening the pavement in certain areas. If it is not 12 ft., to do so, extend shoulders out and that types of thing — if there are monies available from the State of Indiana in a certain pot of money designed for those kinds of roads. Based on what he has heard this evening, he has passed these along to EUTS in Room 301. Frankly, he is a bit concerned about the way this was handled, because he thinks over increasing years what he is seeing from EUTS and perhaps some other planning agencies may be a bit of lack of responsiveness sometimes. We've never thoroughly discussed this particular project — and he thinks sometimes citizenry becomes a bit alarmed when they read something in the newspaper and think a decision has been made on this. He, personally, is on that Board and has asked the EUTS Board to delay that — to take it out of the TIP, so we're not going to be funding a project that is not supported by the residents through that area. So he wants to put

the minds of the audience to rest from his standpoint -- that he has heard what they are saying loud and clear. Frankly, he doesn't see the need of doing something that is not viewed as an assist on the part of the people who use the road. Having said that, he has asked them to revised the TIP. No money will be expended nor will any plans developed on doing this, based on what he has heard so far. The meeting participants may want to add to this but, again, he would encourage them to be as brief as they possibly can this evening because the Board may have roads other than the Boonville-New Harmony Rd. to consider this evening.

Copies of a Tentative Paving List developed to this point have been distributed throughout the room. Comments made this evening will be taken under advisement. The Board will do the best they can to meet all the needs. He hopes we can pave a lot of roads this year. We've had a hard winter and we're going to be looking at ways in which we can bring a lot of the roads up to snuff. He then asked if Commissioner Hunter has comments.

Commissioner Hunter said in a discussion he had with Mrs. Zigenfus, the Director of EUTS, several weeks ago, she indicated to him that in the final analysis what happened to Boonville-New Harmony and the 3-R's was up to the County Commissioners. He's received a lot of mail during the last few weeks and every one of them have been opposed to it. He would be willing to make a motion that Boonville-New Harmony be given no other priorities, no other work, other than routine paving. He thinks that will lay it to rest and perhaps let folks sleep better at night. That is the area he lives in and he doesn't particularly want coal trucks on it either.

Commissioner Tuley said he wants to echo the same thing. He's received a lot of letters. He's only been on the Commission since January 1st, but he doesn't think we'll ever get as many letters saying "Don't take care of my road -- spend that money somewhere else. My road is fine." However, there are some areas there that do need to be repaved. That seemed to be the other sentiment in the letters he received and, quite honestly, the Commissioners are here to serve the residents. If they don't want it, he is not going to force it on them. If there is a way to take it out of there -- and simply repave it, he is inclined to go along -- since the residents live there and that is what they want.

Commissioner Hunter asked if Commissioner Borries has any comments.

President Borries said he has nothing further. He's already made that recommendation to EUTS.

Upon motion made by Commissioner Hunter and seconded by Commissioner Tuley, Boonville-New Harmony is to officially be removed from the TIP and nothing is to be done on this road from County Line to the west end, other than normal routine paving or whatever else needs to be done. Commissioner Borries said he agrees. So ordered. However, in relation to the motion, since this is a special meeting and not the regular Commission meeting -- official action will again be taken at the regular Commission meeting.

In conclusion, Mr. Borries said he does think there are other roads -- before we make a decision on another road -- he's heard some comments about Baseline Rd. We'll want to sound out public opinion and perhaps hold hearings in that neck of the woods to see if we can get some imput before a decision is made. Again, he sees this as some of these agencies getting a little bit ahead of the elected officials. And he thinks the news reports were accurate. What the people read was correct -- it was discussed in the meeting. But, again, the Board of Commissioners does make the final decision and that is what they are empowered to do. He thinks the Board got the message loud and clear. Having said this, if any of the meeting participants want to leave at this time, they certainly may do so.

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If they wish to make further comments, the Board would like to hear same. (All but ten to twelve meeting participants left the room.) Commissioner Borries proceeded to entertain comments concerning other County roads.

#### RE: <u>WIMBERG ROAD/REPAIR & WIDENING</u>

Mrs. Carl Kirsch: "I am here as one of the representatives of the Wimberg Rd. repair and widening. I have here an 18-page Petition from the residents of the Wimberg Rd. area. Those of us who are here this evening reside in Westbrook Mobile Home Court. We are adjacent to Wimberg Rd. in the newest area of the court. There is a lengthy letter that I can either read, quote from, or go straight to the post script, which is more up to date. Some of the things addressed in the letter of April 27, 1992 we realize now have been put on the schedule to be done this year. In that line, the area of Mrs. Peters' property at 1726 Wimberg Rd. She is scheduled in that area for correction of a badly eroding area, falling away of walls and areas that her husband has worked on for many, many years to keep that road up -- and we understand that plans have been set forth to her liking and she is pleased with what is intended to be done. Now, this is what we have been told. We have nothing in writing -- nothing cut and dried -- but we assume this is going to be done. We have an area up there we call the blind dog leg which...

Gary Kercher: That was the section designed by Dave Savage last year while he was here -- so we've got that section. It's not included on the list. We just included all of Wimberg Rd. and we were going to take those sections out that we chose to do and chose not to do. That is one section that we had scheduled last year to do this year.

Mrs. Kirsch: It's awfully hard to try and bring this down to an area where we can get our points across that bother us -- mainly, the dog leg area, which is an area that we understand will be widened at the Kratzville intersection with Wimberg Rd. However, we still have to put up with this sharp dog leg that is a blind area that we cannot see around and it is dangerous. There is a dangerous drop off there now due to the erosion from the snows and the winter rains, etc. The traffic is our main problem on this entire road. The entire road needs to be widened. However, it has a detriment and we know that -- the overpass. The side on which Mr. Kercher, Mr. Savage and I talked about is the smallest and most narrow area of the road and even when it is repaired it won't be wide enough. You must stop and wait for oncoming traffic. You take your life in your hands if you try to pass others -- and people try it -- but it is a dangerous situation.

Then we go to our half -- or the western half of Wimberg Rd. -- which is from the overpass to St. Joseph Avenue. That road is flat and it definitely needs to be widened because of the amount of traffic it carries. Westbrook Mobile Home Court in the newest section has added at least this year 100 homes compared to the 300 homes we had last year. With the allowable vehicles in each home of two, there are mostly three or more at each home -- so you're putting between 700 and more homes just from our area alone onto Wimberg. Then you have three school busses that come in all year long during the school session; then you have vehicular traffic you get with emergency vehicles, repairs, etc. All of these people who drive this type of vehicle cannot maneuver under that 9 ft. overpass and must use our road twice to come into our section and to get out -- and that includes the school busses. Now, that in itself, we ask that a counter be put at Kratzville and at St. Joe so you can see exactly how much traffic this road is bearing. People don't understand the traffic that comes from Highway 41 all the way over to St. Joe Avenue -- because they do not want to use Mohr Rd. -- it's too far north; Mill Rd. has the railroad crossing; Laubscher Rd. is vacated. They now heavily use Wimberg and it is

a speed area -- very heavily speeded area. During the snows we've had no removal of snow during the five years we've lived there except this year -- and we have BFI to thank for that. They did come out and do the snow removal. We would like to see snow removal done on our road because of the fact that there are school busses on that road. And we would like to see that the road is maintained ditch wise with weeds and overgrowth. As narrow as it is, it only restricts the passing area and the driving area of the road. So that, in brief, is what we have come forward to ask. We do understand it is going to be paved -- but today we saw some people paving areas of the road and we feel that if that is what we're going to get as far as paving is concerned it falls short of the mark. We really need the whole thing repaved -- especially in our area. To be fair to everyone else, I think I've said what I can on that part of it. However, I would like for Mrs. Marchal to have a few words, please.

<u>Hunter:</u> I have one question of Mrs. Kirsch. Do you have, by virtue of your overpass -- which is 9 ft. or whatever -- do you have a lot of truck traffic on Wimberg Rd.1?

Mrs. Kirsch: Very much so. Occasionally UPS will try to squeeze through there -- but that's a tight squeeze. We've had many people try to go through it and they jet jammed.

Mr. Hunter: What about the people going to BFI, do they use that?

Mrs. Kirsch: No, they don't come down that far. They have a gate down closer to the St. Joe Avenue area and it is very seldom that use our road for any of their own trucks to do any work.

Mr. Hunter: I know you have a lot of traffic on that road, because I've driven it to see. But I think you may be spared some of the major truck traffic because they can't get through the overpass.

<u>Mrs. Kirsch:</u> Not really, Sir. They come in St. Joe and do what they have to do in our area. For instance, when you bring in moving trucks they have to come in St. Joe Avenue, come in Wimberg, go back out Wimberg to St. Joe -- so they are double trafficking.

Mr. Hunter: But you may be missing some coal trucks and trucks finding their way to BFI that know better than to use your road. But I agree with you that Wimberg Rd. is a cut through -- and the only reason it is not used more by the big trucks is because of the overpass.

Mrs. Kirsch: Well, if we could get it widened from St. Joe Avenue to the very entrance of our park -- then naturally it would taper back down because you couldn't widen it to the overpass -- you'd have catastrophe after catastrophe and that is what we're asking on behalf of that side of the road -- from St. Joe to Dana Drive.

Mrs. Betty Marchal: My data is a little like Jean's. Some of it may be outdated, because we've been compiling it for several months. If you will just bear with me on that I'll try to skim through this as much as I can and hit the high points. It is depressing, to say the least, when the locale in which you live is consistently overlooked when it comes to distributing tax dollars. We are not blaming the present Commissioners. It is a problem that has existed for years. Rather, we are trying to get the attention we deserve for several needs in and around the Wimberg Rd. area, citing as major problems poor drainage (which encourages flooding), road widening and repair, and an upbeat in Sheriff patrolling to control the unbelievable speeding that occurs on Wimberg Rd. In line with importance we'll start with Wimberg Rd. The road issue already addressed by Jean is unbelievable by most standards in today's traffic laden society. There is only one thing further I would like to add to Jean's very able description of the hazardous Wimberg Rd. issue -- and that is something she has addressed to

some degree. Please, again, we, the residents of Wimberg Rd., ask the Commission to give full consideration to the entire road — from one end to the other — in ditch digging and tiling, along with road repaving and widening. Not just to the overpass, as is my understanding of the plans now. True, you do intend to pave the road all the way to St. Joe Avenue entrance — but I believe there is to be no widening. Or, at least, this is our understanding as of today. Ditch digging or tiling from the overpass to the entry of St. Joe Avenue — as you plan to do to the east side of the overpass and on to the entry of Kratzville Rd. We, the area residents, regard this as a mistake. Ditch digging and tiling and good road conditions all work together. We ask for your concern regarding this serious issue.

With regard to the next issue -- ditch digging, tiling and drainage -- there isn't any. The ditches coming west toward St. Joe Avenue from Kratzville Rd. are completely full of overgrowth, weeds, trash, fallen trees and roots. Since Wimberg runs downhill towards St. Joe Avenue, the water from downpours that usually runs into ditches or tiling can't, because of blatant lack of ditch maintenance or tiling -- or into some areas there is no ditch or tiling at all. So all that water runs into the Wimberg Rd. area causing major flooding into the mobile home park located at the west side of the overpass and on down into the older part located near St. Joe Avenue. It is depressing because you know it doesn't seem to end. And uncalled for because you know it can be changed. The flooding can -- and should be -- stopped. We, as taxpayers on Wimberg Rd., have long been overlooked. We are resentful that City/County money keeps being distributed to other ends of town. With the present plans with nothing but repaving the road on the west side of the overpass, the flooding will still exist -- although there may be new ditches and tiling on the east side of the overpass to flow the water through. With your concern and plans for a complete package on Wimberg Rd., hopefully these future needs can be met.

Speeding. I would add to Jean's post script at the bottom of the first page, where she speaks of traffic counters. They need to be in place at least a week to provide a fair assessment of the overwhelming traffic and speeding that Wimberg Rd. carries. After the Commission receives this assessment, I believe they will find the traffic flow to be staggering and will automatically deploy Sheriff's patrols to cite speeding motorists, hopefully getting speed under control on this road. A sign or two wouldn't hurt anything either. Anything you have in mind to help would be greatly appreciated. I would like to say that we wouldn't be here tonight to address or concerns of part or all of you hadn't listened earlier. I would personally like to thank you for that—all of you. At the same time, in closing I once again urge you to listen again and act accordingly to the needs we have brought before you. I thank you for your consideration and time..

Borries: Just very briefly, Mrs. Marchal, let me say that probably there are few things as difficult as those this Commission faces in terms of drainage. I just want to say that we will do everything we can to look at it; but you have to understand that we can't work on private property. Sometimes when we start talking about ditches, if it's on County right-of-way along the roads and those kinds of things -- our folks can attend to that. But there aren't what we call legal drains on the west side and I'm not going to get into along tirade as to why there are not. But they are not because actually the citizens of the west side at some point in the 1950's decided they didn't want to pay taxes on some of the ditches out there. Therefore, some of them probably are in bad shape. We will do what we can if it is on County right-of-way, but we can't work on private property -- so that is the problem. Drainage is a tough one for us.

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Mrs. Marchal: I'm told it's County right-of-way. In any event,
it's in sad shape.

Bill Morphew: As bridge foreman, early last year I started working on Wimberg Avenue. I replaced the main culvert; it an elliptical aluminum culvert equal to a 48 inch going across the road and is approximately 400 ft. east of St. Joe Avenue. Mr. Whitehead (owner of the trailer park) and Bob Staub, who is going to do some work for BFI, had asked me if we could do some ditch work. I told him at that time to get in touch with Fred Howard, but I didn't see any problem -- that we surely could. We also brought Dave Franklin out and I hold him that if he would shoot a grade in the ditches out there that I'd assist him -- and we'd do it on our own time -which we did do. The ditch that runs parallel runs north and south behind the trailer court on St. Joe Avenue would not carry the water that runs down Wimberg Avenue. I told him if he would have his part ditched we would ditch both sides of Wimberg and we would get the water flowing. The mound of trash from BFI is so tall that when it rains over a given area, the water comes down at such a rate it overflows the ditches -- it does do that. It really wouldn't matter how big we made that ditch, because the one down in the road wouldn't carry the water -- so we're still looking at flooding. If we couldn't get the ditch behind the court cleaned, it would flood the entire trailer court by the time the water got Water is a serious problem out in that area. there. Being the water runs down hill, the only thing we can do is try to assist it in getting to where it is going. We have been working on it and I talked to the manager of the trailer court at approximately 9:00 a.m. and told him I would be ditching both sides of Wimberg next week -- so I am going to carry out our part of what we had told them we were going to do -- we will be doing.

Borries: Has he made a commitment to you that he will do his part?

Morphew: He told me that he would have Leo Weiss or Bob Staub clean that ditch out.

**Hunter:** Is that Locust Creek?

Morphew: It is a tributary of Locust Creek.

#### RE: KIMBER LANE

Robt. Rock: I'm an Attorney at Johnson, Carroll & Griffith and I'm here this evening because we represent Frank Forbes of the Forbes Financial Group -- a small business located at 520 Kimber Lane. Kimber Lane is the third from the bottom of your list. It's a short little lane and right now it is paved all the way up to the City Limits and then it stops. Then there's about 1/8 mi. that is not paved. There are two other residents out there, a small business and some employees who travel the road. At this point it is a gravel road -- out by Burkhardt Rd. on the east side. There is a lot of business in the area and our client stresses that he would really like to have some type of improvement. He'd like to have the road paved or any other type of improvement done so he can get the road paved. It's a business and he wants to make it easier for his clients to get in and out of the location and obviously it is an area that may grow for other businesses to locate there. Again, we stress that you consider Kimber Lane when you make your decisions for paving of roads this summer. Mr. Forbes also mentioned that he'd even be willing to share in the cost if that is an option --and he said some of the other property owners out there might also consider that.

Commissioner Borries said it is a county-accepted road though, so while it is a very generous offer -- we'll try to do something if we can. He then thanked Attorney Rock and entertained further comments.

#### RE: SEIB ROAD

Greq Kempf: I'm Greg Kempf and I live on Seib Rd. It's the Seib
Rd. that is Orchard Rd. to dead end -- not the one over by the Hornet's Nest. This road was paved several years ago. Up until that time it was gravel. There are 80 acres back in here that is a recorded subdivision with 28 lots on it and streets are laid out. For us to develop this or roads have to be installed in accordance with County specs. The county road that is leading into there is 10 ft. to 12 ft. wide -- it's approximately 5/8 mi.

There are no shoulders on it or anything; actually, there is no maintenance on the road whatsoever insofar as snow removal. We pretty well dig ourselves in and out. If we start selling the lots back there and have the homes built, then we'd maybe have to update that a bit. I had the Postmaster from Station "B" out there and took him down the road. He said with the present state of the road -- it is narrow -- that if you meet an oncoming vehicle that you can pass without one of the vehicles backing up to another driveway. I think we sent a tape into you all on this road. This is all a very wooded -- similar in nature to the middle of Tennessee. There are some sandstone cliffs that are almost 40 ft. high, etc., and it has some beautiful ground. We were cutting fire wood and there was an unfortunate accident wherein a young fellow got killed while we were doing this. For German Township to get their vehicles in, they came in and then nobody could get out -- it was just impossible. The ravines we were in, we had to go down Orchard Rd. to get to this young man and we just couldn't do it. As far as any easements or whatever, there is only one other property owner before you get to our property and I've sure he would be negotiable. One side of the road is very steep, so you'd want to stay on the south side of the road which is extremely level. I'd be willing to work out whatever we'd have to do to give up any of our ground whatsoever for some places even to pull over just in case of a fire or whatever -- not to mention the added people and traffic that will be added with 28 lots.

**Hunter:** How much of that 5/8 mi. is on your property?

**Kempf:** More than half -- and one other owner.

Borries: What do you estimate the right-of-way along there, because we'd have to negotiate. You see, that is what gets expensive on this stuff as you can well imagine -- if we have to purchase a lot of property.

<u>Kempf:</u> I've talked to the Maasberg family that owns the other part. Hopefully -- I can't speak for them -- I think you're talking very minimal if the road can be widened. All of these people back there right now have families (there are five families)

<u>Borries:</u> But what I'm getting at, Greg - do you think there is just 10 ft. to 12 ft. right-of-way right now, or do you think there is more and we're just not paving part of it.

<u>Kempf:</u> I think they paved what they could pave. We were very grateful to get the paving. In fact, it was the end of the year and they even ran out. There are no approaches on the driveways or anything.

In response to query from Commissioner Tuley re location of Seib Rd., Mr. Kempf said it is where Orchard Rd. ends to the west.

Morphew: This is a typical gravel road -- very curvy road that runs around the hillside. There is no shoulder on one side. If you widen this road you're looking at massive excavation. You're going to have to acquire some right-of-way, build shoulders by cutting the bank on one side of the road and moving it all to the other side. This is a road that need consideration actually to

widen before it is paved. It's a hazardous road. He's speaking the truth -- it's a dangerous road. There is no place to pass. I avoid that road. I've been down it several times because it's my job. As a matter of fact, we have some upcoming work out there as far as culvert is concerned.

<u>Borries:</u> Can you determine for us, Bill, or get the Engineering Department to find out how much right-of-way we have out there?

G. Kercher: We've researched it; we've got about 30 ft. right-of-way, but it's still not enough.

<u>Kempf:</u> What about putting some places where people can pull over when they see an oncoming vehicle. Take a dozer and shear some of those blind corners right off.

Morphew: It would be difficult to do. I could build retaining walls in some areas and on the other side cut some down.

<u>Kempf:</u> You know it's kind of hard -- the money we spent for the plans and the subdivision to get the approvals -- and now I guess we should have done the road first. But it's kind of hard to get people when they come out there -- they fall in love with the location and want the lot. But it's the road that scares them so badly.

P. Tuley: How large are these lots?

**<u>Kempf:</u>** Those are 22 acres. The smallest lot is less than an acre, but both of those lots have to go together. This was done when it was a one (2) acre minimum.

<u>Tuley:</u> So you'd be building some pretty nice homes back in there if we can get a decent road back there for the people to want to live back there.

Borries: I think we need at the very least 36 ft. right-of-way, and I'd like to see 40 ft. We'll do whatever we can. Ideally you'd like to have two 12 ft. lanes.

<u>Kempf:</u> I'd be willing to give up what I have to and talk to the neighbors out there.

Commissioner Borries thanked Mr. Kempf for his comments and entertained further comments from the audience.

#### RE: CYPRESS-DALE, OLD HENDERSON RD. & COUNTY LINE

Tuley: Some of the roads I have concerns about are not on the preliminary list. I received a phone call on Cypress-Dale going east off Seminary Rd. about 1-12 miles toward Smith-Diamond. The individual who call me said it may need a total re-do. Of course, as always, the same person talked about Old Henderson Rd. With regard to County Line Rd. on the west side -- part of it is paved; part of it is gravel; then you go back on pavement and then back onto gravel. I know we need to enter into some of agreement with Posey County perhaps -- but I think we need to explore this to see if we can get that taken care of.

Mr. Kercher noted there is a typographical error on the proposed list. It indicates County Line East, but it should be County Line West -- from Millersburg Rd. to Bridge #81. That is on the list.

#### RE: BOONVILLE-NEW HARMONY RD.

Commissioner Borries said he does not see this on the list -- but Mr. Kercher said it is -- the first portion which needs repairs.

<u>Hunter:</u> Actually, Rick, that is not the portion that needs done that you mentioned previously. The area you mention was from Old Highway 57 to Petersburg Rd.

Commissioner Borries confirmed that is correct. He then asked if there are others who wish to comment.

#### RE: WIMBERG RD.

<u>Mrs. Rirsch:</u> We just wondered if we can find out what is planned to be done with Wimberg. We've heard this and we've heard that. If we could find out that information we'd appreciate it -- and then what your ideas are for the future.

Borries: What is going to happen is that we're going to look at these requests that have been discussed tonight, as well as the ones on the printed preliminary list — and then sharpen our pencils — and with the budgeting skills of our new County Engineer, see what we can afford to do. In your case, I will encourage you to call the County Highway and talk directly with Bill Morphew, who is very familiar with this problem. We'll expect a report back from them. But, again, we always want to do this. I think it's important in local government; we can't all go to Indianapolis and Washington — and you can see us face to face and raise a little cain. And that's what we're paid to do — take a little of that and hear what is on your mind. So we needed to hear these things. What we will do is do the best we can if we have the budget to do it, realizing full well that we do have a lot of other needs here.

**<u>Kirsch:</u>** Will we at least get the counters out there?

<u>Borries:</u> The counters would have to come from EUTS -- and we'll definitely get the counters out there.

**Stoll:** I can request that.

<u>Borries:</u> And we'll do some ditching, as Bill has already mentioned. We'll do some paving. And perhaps, if we can widen it out -- again, we have to look at our right-of-way. When we start purchasing right-of-way is when we get into a lot of money, believe me.

**<u>Kirsch:</u>** Is there a width given for the area by Mrs. Peters? That is where the road is the most narrow and the worst -- it's 16 ft. wide there and eroding. Or, it was last October. What it is now we don't know -- because it falls away all the time.

Stoll: There were some things drawn up on that and..

<u>Kirsch:</u> And it has been discussed with Mrs. Peters and meets her concerns about flooding and all of that?

**Stoll:** Affirmative response.

Mrs. Kirsch expressed her appreciation to the Commissioners and they thanked her for her attendance and comments this evening -- saying her testimony was good.

There being no further comments from the audience, Commissioner Borries declared the hearing adjourned at 6:00 p.m.

#### PRESENT:

Richard J. Borries

X. Patrick Tuley Don Hunter Cindy Mayo, Deputy Auditor John Stoll, County Engineer Gary Kercher, Engineer's Office Larry Rudolph/Boonville-New Harmony Rd. Robert Rock/Atty., Forbes Financial Group Betty R. Marchal/Wimberg Rd. Jean Kirsch/Wimberg Rd. Carl Kirsch/Wimberg Rd. Robert Hayden/Wimberg Rd. Mary E. Hayden/Wimberg Rd. Deborah Patrick/Wimberg Rd. Bob Kunkel/Wimberg Rd. Betty Kunkel/Wimberg Rd. Gene Kuester/Boonville-New Harmony Rd. Art Korff/Boonville-New Harmony Rd. Martha C. Stott/Boonville-New Harmony Rd. Sonya Rine/Boonville-New Harmony Rd. Jim Rine/Boonville-New Harmony Rd. Gene Koch/Boonville-New Harmony Rd. Bernie Kahre/Darmstadt Town Council Robert Kingsbury/Boonville-New Harmony Rd. George Lawrence/Boonville-New Harmony Rd. Timothy Preske/Boonville-New Harmony Rd. Barbara Wilson/Boonville-New Harmony Rd. Nicholas D. Kempf/Seib Rd. off Orchard Rd. Greg Kempf/Seib Rd. off Orchard Rd. Others (Unidentified) News Media

**SECRETARY:** 

Joanne A. Mattheys

Richard J. Borries, President

. Patrick Tuley, Vice President

Don Hunter, Member

#### Vanderburgh County 1993 Road Paving, Maintenance and Repair List Preliminary 03/15/93 (REVISED 03/22/93)

| Road Name         | Area under Consideration                         | LFT          | Existing Width and Proposed Description of Work |
|-------------------|--|--------------|---|
| 12th Ave.         | Sheridan Rd. to Dead End and                     | 1 2          | Existing Water und Proposed Description of Work |
| 12111 1110,       | Allens Lane to Hobart Ave.                       |              |   |
| Allens Lane       | St. Joseph Ave. to City Limits                   |              |   |
|                   |  | 1            |   |
| Aspen Drive       | Dead End to Dead End                             |              | Build connection between existing subdivisions  |
|                   | Connection                                       |              | g   |
| B-NH Rd.          | Old Petersburg Rd. to Highway                    | 1            |   |
|                   | 41   |              |   |
| Bagby Ct.         | Mt. PLeasant to Dead End                         |              |   |
|                   |  |              |   |
| Barberry Lane     | Darmstadt Rd. Dead End                           |              |   |
|                   |  |              |   |
| Barton Lane       | Mesker Park Dr. to Dead End                      |              |   |
|                   |  |              |   |
| Bergdolt Rd.      | Oak Hill Rd. to City Limits                      |              |   |
|                   |  |              |   |
| Bickmier Rd       | Old State Rd. to Dead End                        |              |   |
|                   |  | <del></del>  |   |
| Big Schaeffer Rd. | Mohr Rd. to Orchard Rd.                          |              |   |
|                   |  | -            |   |
| Briar Court       | Bob Ct. to Pleasent View Dr.                     |              |   |
|                   |  | <del> </del> | *   |
| Buena Vista Ave.  | 12th Ave to Dead End                             |              |   |
|                   | <del>                                     </del> | ——           |   |
| Burkhardt Rd.     | Lloyd Expressway to Morgan                       |              |   |
| C                 | Ave.   |              |   |
| Camellia Dr.      | Mt Pleasent Rd. Dead End                         |              |   |
| Co Line Dd. Forte | Adillanda Dada Daida                             |              |   |
| Co. Line Rd. East | Millersburgh Road to Bridge #81                  |              |   |
| Colonial Garden   | Old Boonville Hwy. to Dead                       | <del> </del> |   |
| Dr.               | End  |              |   |
| Denzer Rd.        | New Harmony Rd. to County                        | +            |   |
| Delizer Ru.       | Line   |              |   |
| Dixie Flyer Rd.   | City Limits to Old Henderson                     |              |   |
| Dixie Flyer Ru.   | Rd.  |              |   |
| Eastbrooke Dr.    | Dead End to Dead End                             | -            | Build connection between existing subdivisions  |
| Lastorooke D1,    | Connection                                       |              | Build connection between existing subdivisions  |
| Frontage Rd.      | Owensville Rd. to Woods Rd.                      | <del> </del> |   |
| . romago ra.      | O WOLDOWN TO WOOD IN.                            |              |   |
| Fuquay Rd.        | Pollack Avenue to Covert Ave.                    |              |   |
|                   |  |              |   |
| Happel Rd.        | Wimberg Rd. to Dead End                          |              |   |
| • •               | 1  |              |   |
| Hillsdale Rd.     | Old State Rd. to Browning Rd.                    |              |   |
|                   |  |              |   |
| Huchner Rd.       | Green River Rd. to Dead End                      |              |   |
|                   |  |              |   |
| Kimber Ln.        | City Limits to Dead End                          |              |   |
|                   |  |              |   |
| Korressel Rd.     | Upper Mt Vernon Rd. to New                       |              |   |
|                   | Harmony Rd.                                      |              |   |
| Middle Mt. Vernon | Jobes Lane to Hwy. 62                            |              |   |
| Rd.               |  |              |   |

|                               | Good Seeling  |
|-------------------------------|---|
| amond Ave. to County Line     | Crack Sealing   |
| ergreen Rd. to Dead End       |   |
| w Harmony Rd. to Dead End     |   |
| onville New Harmony Rd to     | Crack Scaling   |
| ad End to Dead End            | Build connection between existing subdivisions  |
| chard Rd. to Dead End         |   |
| nsas Rd. to Boonville New     |   |
| Joseph Ave. to Dead End       |   |
| w Harmony Rd. to Hwy 66       |   |
| esker Park Dr. to Dead End    |   |
| choff Rd. to Upper West       |   |
| Joseph Ave. to Kratzville Rd. |   |
| per Mt. Vernon to Iglehardt   |   |
| ersection with Pruitt Rd.     |   |
| f Whispering Tree             | Crack Scaling   |
| onville New Harmony Rd to     |   |
| f Mt. Pleasant Road           | Crack Sealing   |
| scher ard to Schaeffer Rd.    |   |
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|                               | w Harmony Rd. to Dead End  onville New Harmony Rd to y 57 and End to Dead End annection chard Rd. to Dead End ansas Rd. to Boonville New armony Rd. Joseph Ave. to Dead End w Harmony Rd. to Hwy 66 sker Park Dr. to Dead End hoff Rd. to Upper West arace Dr. Joseph Ave. to Kratzville Rd. per Mt. Vernon to Iglehardt ersection with Pruitt Rd.  Whispering Tree onville New Harmony Rd to and end Mt. Pleasant Road |

#### -II- Vanderburgh County Highway Garage

- -C- Contract: The follow codes are general breakdowns of the proposed work.
  - 1 Resurface: Includes patching, scratch course, scarifying, wedge and level, widening and overlay
  - 2 Rehabilitation: Includes pavement removal, subgrade treatment, shoulder construction, pipe installation and repair, patching, scratching, scratch course, wedge and level, widening and overlay
  - 3 Concrete Repair: Includes pavement and curb removal and replacement, subgrade treatment (grout or compacted aggregate), flowable fill, pipe installation and repair.
  - 4 Crack Sealing Includes weed removal, routing and rubberized sealant.

Mr. Scott Davis, Engineer 715A Locust Street Evansville, Indiana 47708

SUBJECT: WIMBERG ROAD - PETITIONS RE WIDENING AND REPAIR OF SAME

Dear Mr. Davis:

Enclosed is one (1) set of signed petitions concerning the subject matter. Another set is also in the mail for Mr. Gary Kercher, per your instructions. There are 352 signatures from various areas - not only those of us who live in WESTBROCK MOBILE HOME COURT.

Contrary to popular belief among officials contacted in the past, this road has become a main artery between Highway 41 and St. Joseph Avenue. Among those talked to who use Wimberg Road, we find that they use it because they either find Mohr Road too far north and out-of-the-way, or they do not use Mill Road due to railroad crossings being blocked. With Laubscher Road being closed for many years they now opt for WIMBERG which we find has increase the use at least three times what it was 4 years ago. They all feel it is about time this road was brought up to standard and corrected.

We all know that the entire road is a hazardous one to travel, but the general concern is for the area EAST of the railroad overpass to the BLIND DOG-LEG CURVE. The area running parallel to the PETER'S property has a drop-off which is constructed over coal cinders and deteriorates rapidly. This area is only 16 FEET wide and one must either stop or pull way over if you meet another car coming your way, or risk going off the side. Mrs. Peter reports that there is a car in her ditch at least once or more a month. This area needs to be widened and perhaps guard rails installed much like the corrected area on Mohr Road near the overpass.

The worst area for entering or exiting Wimberg Road, is as mentioned above the blind dog-leg curve. If you do not "hug" the side of the road of the area, and if you have a "road-hog" coming at you, you cannot see this until they are on top of you and this is a real driving hazard. This has happened to everyone who uses Wimberg Road at some time or other. We feel this area really needs the attention of the Road Commission:

Another concern we have now is with the increased car traffic coming from the newest section of Westbrook Mobile Home Court - Dana Drive entrance. There are at least now 300 homes in this new area with more to come. The limit for each home is supposed to be two cars or vehicles. There are some homes with more and so we are now pouring onto Wimberg Road 600 or more cars daily from here as well as the use of emergency vehicles, law enforcement vehicles, service vehicles, school buses etc. These figures do not cover the older sections of the "Court" who also have to enter onto Wimberg in order to go east or west. When you add this to the general traffic who only use Wimberg as an access east or west - we emphatically believe that this road carries more traffic than it can stand construction wise.

April 27th, 1992

Mr. Scott Davis, Engineer - re Wimberg Road - continued

We want to stress here that the entrance to the new section being Dana Drive is only 19' wide. This is an area that has to be struggled into by the mobile home delivery trucks who cannot make a comfortable turn into Dana Drive because Wimberg Road is too narrow and thus they may overturn a large mobile home! This type of traffic really takes its toll on the road and on property surrounding the entrance. School buses can only go one way out of Dana Drive (or into) and that is to come east, turn around and go back west in order to get children to the schools in the First Avenue area. Due to the low clearance of the overpass, large trucks cannot come west on Wimberg and get to our area. They must enter from St. Joseph Avenue. We live with this because we do not feel the railroad will ever do anything about the overpass - but this again, puts an added burden on our area west of the overpass to St. Joseph Avenue.

Four years ago we were informed this road was "in-the-works" for constructural changes. We were not able to get anything done then about it and since then either. We cannot continue to allow this road to stay the way it is. We sincerely hope that this is the year this work will be done.

If there are any meetings with the County Commissioners that will be coming up concerning this problem. I would really appreciate hearing from you about it so that we may gather up our copies of the enclosed petitions and gather some interested people, so that we may put our view forth vocally before the commissioners.

If there are any questions or any further information you need from us OR if you have any suggestions, please call me - Mrs. Carl R. Kirsch at +24-3690. We will be very glad to hear from you.

Thank you for your help and suggestions thus far.

Very truly yours, CONCERNED CITIZENS RE WIMBERG ROAD

Mrs. Carl R. Kirsch, Representative

Enc. (1) set Petitions cc: Mr. Gary Kercher March 22, 1993 - Postscript to the foregoing letter to Scott Davis of April 27, 1992 regarding WIMBERG ROAD - REPAIRS AND WIDENING OF SAME.

We refer you to paragraphs 3 and 4 of the April 27th letter. We talk of the worst area of Wimberg Road as being at the blind "dog-leg" curve. In less than one year this area has worsened further. Due to the hard winter of rains and the snowfall, the shoulders on the curve have so badly eroded away that there is now a dangerous drop-off and the road appears to be heading toward undermining and possible cave-in. We have tried to get a good look at this situation, but due to traffic you take you life in your hands if you would dare to attempt to stop your car or even walk there. You would need a flag-man to hold back the oncoming traffic. However, a situation exists there that is very bad and we strongly feel that before any paving is done on that part of the road that this be looked into and corrected.

Paragraph 3 also discusses the area in front of Mrs. Fred Peter at 1726 Wimberg Road. On October 7, 1992, Mr. David Savage, Mr. Abel and myself met with Mrs. Peter to discuss her concerns about flooding her land if and when road repairs are made east of the railroad overpass. Mr. Savage was struck by the conditions of that area of the road and informed me that this road really needed to be repaired and at one point should be leveled down to meet with the other half of the road.

Regarding this situation, we understand that plans have been presented to Mrs. Peter and she is satisfied with what she has been shown. We only stress that since that time the road there has also eroded further and we do not have a full 16' width anymore. Several bad accidents have happened ther

Paragraph 5 discusses our area of Wimberg Road, which we refer to as west of the railroad overpass. Much has come up since the '92 letter.

We feel that Wimberg Road has long been overlooked because no one who does not live by or near it, or uses it, has any idea of the amount of traffic AND what kinds of traffic this road has to bear 24 hours a day.

In paragraph 5 we talk of school buses along with other large vehicles who have to use our road. Do you realize that these school buses cannot exit our park and get to the North Park school area by turning right? They must turn left and go back into St. Joseph Ave., the same way they gain access to our court. This goes for any other vehicle that cannot go under the railroad overpass. This is double the traffic on our half of this road.

On those same lines - our court is rapidly expanding and now instead of approximately 600 cars coming into and out of our section of the courts, we have at least 700 now - not including visitors, delivery etc., and we are still expanding.

Because of this factor alone - we feel that we can ask that you make a study of the use of this road by putting traffic counters at the intersections of St. Joseph Ave. and Wimberg and Kratzville Road and Wimberg Road.

#### WIMBERG ROAD - continued

We have been told that this road can never be widened, or won't be for as many as possibly 15 years. We realize that the railroad overpass is the main deterrent as is MONEY. If this road is allowed to continue in the condition it now is it would be a sad prospect for those of us who live in the area.

In January of this year, I followed two Floyd Staub trucks laden with dirt and laden with mud on their tires from Diamond Ave. to Wimberg Road, where they turned into and drove through a sea of mud from their having been in and out of BFI's gate which opens onto Wimberg. Their ground behind that gate was another sea of mud and ruts so deep it was unbelievable. That is their problem. What we do not like is that the intersection of Wimberg Rd. and St. Joseph Ave. was also a sea of mud from this travel and one car who came speeding up to that intersection (and everyone speeds on Wimberg) and could not stop would have been into St. Joe avenue or in a ditch or had a collision with another car. WE DO NOT WANT THIS ON OUR ROAD!!! We have enough to contend with.

This very intersection is a problem because the entrance onto Wimberg is not wide enough. At least three (3) times a week mobile homes are delivered to the section off Dana Drive. (This is the part in which we reside). In good weather they cannot maneuver that turn without causing a traffic tie-up. You may not be aware, but mobile homes now are up 16° wide & 20° long.

During this most recent snowfall in March - two mobile homes were trying to enter Wimberg Road. The road (St. Joe.) had been snow-plowed, but the snow was stacked along the sides of Wimberg. Thus the mobile homes could not be pulled on the road and one slid off to the side. A tow truck had to be called - all the while traffic is tied up - the media came out and put this all on TV, and many people in traffic were at the very least itser.

If this area was widened after sewer pipes were laid in the ditches there and covered over, we could rid ourselves and everyone else of this problem. As you know, St. Joseph Avenue is so heavily traveled all the time, but at rush hour it is worse than any other narrow area except our road for traffic.

Speaking of snow problems - until this year no one cleaned off Wimberg Road. We say again, we do not feel that anyone has any idea of the traffic this road bears. BFI cleared our road after both of the snowfalls in '93. They even cleared our streets after the February snow, in our park. We would like to see our road put on the list for snow removal all the time by the county as we do have those school buses you know. In February we had vehicles in the ditches behind our home and they could not get out. Had the road been on the County's list this may not have happened.

#### WIMBERG ROAD - continued

We also take this opportunity to ask that our road be put on a list for general cleaning up during the warm months as well as ditch clearing and weeds cleared away. Due to the narrow width of the road - when it becomes overgrown with weeds etc., it just adds to the hazard of driving. Contrary to belief, those of us who live along the road, or have to use it daily, want to see it kept up. We have nice homes and we would like a nice road to use and for our guests to see when they come to our neighborhood.

In closing we want to make it clear that we have problems on and with this road and we know that some are being addressed this year. However, we are not satisfied with the prospect of only having our section of the road paved every now and then, but WE DO WANT CONSIDERATION GIVEN toward a much closer window of time for widening of this entire road, but especially the part west of the railroad overpass. We ask that you drive this road, take a  $\xi$  ood look at it, come into Dana Drive and sit and watch the traffic for a while and just see what we handle. This is why we want the traffic counted so that you will know of what we speak.

١

We thank you.

CONCERNED CITIZENS OF WIMBERG ROAD

ins Care R. Kirsch

Mrs. Carl R. Kirsch,

Representative

cc: 4 sets for the Commissioners 1 set of 1992 petitions

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|---|---|---|---|---|---|
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| NAME                 | ADDRESS               | ZIP CODE   | PHONE            |          |
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| T' m' nt             | 6200 Maggie Valley on | 47720      | <b>4</b> C2/ 90/ |          |
| Lynne Maria Kestover | Evansvila An          |            | \$ 951-886       |          |
| Jean Tiliak          | 1900 Asbury           | 47720      | 423.92           | 4        |
| Keith Ziliah         | 1900 ASBURY           | 47720      | 423-9217         | 1        |
| Deborah & Patrick    | 1841 asbury Ds        | . 47720    | 422-50           | z4       |
| Plorsa Hawes         | 18 40 asbury D        |            | 425-05           | 5 / 5    |
| Fredia Owens         | 1830 Ashung Dr        | 47726      | 423 42           | 6/       |
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| Cal Rusinger         | (1                    | ) <i>!</i> | (( )             | 1        |
| Lynne Clamons        | 6145 Dana Dr          | -·         | 422-6395         | 5        |
| Steve Janne          | 6/35 Dena Dr.         |            | 423 911          | <u></u>  |
| Sherry Kein          | 6130 Dana             | De         | NP               |          |
| This ine Tussell     | 6/15 Dane a           | <u>h</u>   | 424-700          | 55       |
| Jook Russell         | 6115 Dana             | De         | 424-706          | <u>;</u> |
| man da soul          | 6121 Dans In          |            | 4286051          | 2        |
| Deena Swope          | 6/11 Dana Drive       |            | 423-253          | ı        |
| Betty I. Hail        | 6040 Dana Dais        |            | 128-626          | A        |
| Marquerite Burklow   | 6041 Dana, Drie       | u          | 424-1290         | ر        |
| But Olans            | 1816 ASBURYO          | RIVE       | 422-991          |          |
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| ail mes              | 1802 Coluny S         |            | 425-             |          |
| Joan Diel            | 1802 ashury           |            | 425<br>5356      |          |
| Timothy Dill         | 1802 Asbury Drive     |            | 425.<br>5356     |          |

## PETITION TO WIDEN AND REPAIR WIMBERG ROAD!!!

|                           | Appress STR Con-             |                |
|---------------------------|------------------------------|----------------|
| NAME<br>VOUS T PARTER OF  | ADDRESS ZIP CODE             | PHONE (24-439) |
| Kin I had so              | 6147 MAGGIEVALLEY DT. 41120  |                |
| Keff J. Anderson          | 6147 Maggie Valley DR 47720  | 424 43911      |
| plus the                  | 6136 MAGGEBPR 177120         | 423.729        |
| Sharon Scott              | 6146 Maggie Valley Dr.       | 426-1548       |
| Luca Weatherhost          | 6110 Mami Valley Dr.         | 424-2875       |
| Delhi Wall                | 6/0/ Mary vally De           | 425-6441       |
| James S. Will             | 6101 maggi 1/celly Dr        | 425-6441       |
| Fraudy S. Boerser         | 6010 Maggie Valle Dr. 47720  | 421-1683       |
| Don of Doenner fr.        | 6010 Maggie Valley DR. 47720 | 421-1683       |
| Pel + Geneva Cook Collins | 5910 maggie Valley Dr 17720  | 424.7859       |
| Lengo Landa Vandeling     | 1/1/2 14 222 121             | 492.2711       |
| Dolores Westoner          | 6200 Maggie Valley Dr.       | 421-8869       |
| Linn It Westower          | 6200 Maggie Valley Br        | 4218869        |
| Collie Peak               | 10/50 Maggie Volley Dr.      | 4.36 690       |
| Deane Marie               | 4132 Maggu Vally Dr.         | 421.8434       |
| Tom Kempl                 | 1909 ASBURY DR               | 421-8514       |
| Gordon L. Burgen          | 1901 Asbury Dr               | 422-0320       |
| Melissa straser           | 6000 Magie Wiley Dr          | 4-29-1130      |
| agnes Deer                | 602/Maggie Valley Du         | 423-3086       |
| Judy mcknight             | 6011 maggie Valley Dr        | 464-8606.      |
| Liona Llaac               | 1 00 4 . 40 (1)              | 426-1419       |
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| PLEASE SIGN INDIVIDUALLY - NOT FOR A SPOUSE OR A FRIEND. |                       |                 |          |
|--|-----------------------|-----------------|----------|
| NAME   | ADDRESS               | ZIP CODE        | PHONE    |
| Stephen n. Hoch  | 14700 N. Cemetery Rd. | 47711           | 967-5038 |
| J. IVÁN RODRÍGUEZ  | 2131 LINCOLAI AU, APT |                 | 274-1917 |
| Tim Brock  | 613 h. molin Dr       | 47720           | 426.000  |
| Paul Have  | 5813 Rockfood Da      | 47700           |          |
| Sherleyn Oshome  | 2204 Westbrook        | Blud 47720      | 422-4507 |
| Kate shirks  | 2103 Aurora Dr        | 47720           | 422.4554 |
| Jan Hark   | 2103 aurora De        | . 47720         | 422.455  |
| J. R. Cong   | 2708 (Versten D       | 1.47720         |          |
| William D. Tayor   | 2113 Evanstor sh.     |                 | 1220234  |
| Josep Lught  | 2301 ASBURY De        | 47726           |          |
| alice m. Howeum  | 319 Kirchoff B        | Ind 4774        | 985-3825 |
| Mary allen   | 6006 Locust DN        |                 | 4232562  |
| Homes allen  | , , , , , ,           |                 | , ,      |
| adas Harris  | 6109 Rabbad           | Dr.             | 483-2368 |
| Mrs. Brinn Will  | 5949 Dana Dr.         | 47720,          |          |
| Vergens Herchelled                                       | 2209 Evenston Dr.     | 47720           |          |
| Delma Kruke  | 5748 Weathork         | 1.<br>in . 4772 |          |
| Jerri Vaegel   | 2202 West brook BOK   | 9 47720         |          |
| Kamit O. Wills   | 6016 Rockford Dr.     | 47720           | 425-60it |
| Jelly Dem  | 2014 West Brook       | 4777.0          | 4239925  |
| 2. A Janeton   | 6116 Workfood         |                 | ,        |
| Bridge Paman   | 2004 Examples Prost   | 47720           | 459-1018 |

| PLEASE SIGN INDIVIDUALLY - NOT FOR A SPOUSE OR A FRIEND. |   |   |  |  |
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| 6019 Louist Dr   | BETTY   | 1257<br>1007  |  |  |
| 2308 Evanston Ale  | 477≥0   | 452   |  |  |
| 2301 EVANSTON DR   | 47720   | 423-<br>1361  |  |  |
| 2/13 aurora Dr. 477.                                     | 20  | 464 8505  |  |  |
| 2200 Echwron pr 477                                      | 70  | 426-1277  |  |  |
| 2214 Evanston Dr   | 47720   | 423-493   |  |  |
| 6107 2. mile   | no Dr   |   |  |  |
| 62/2 Nundee  |   | 4-28-2609   |  |  |
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| 6215 Lucust DR   |   | 422-7199  |  |  |
| 22/7 aurain Il   | د.  | 421-01.95   |  |  |
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| 1722 asbury Dr.  |   | 422-7160  |  |  |
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|  | <u> </u>  | 427-8256  |  |  |
|  | h.  |   |  |  |
| 2204 auron Dr  |   | 425/152   |  |  |
| 2212 Bolmar Same   |   | 424-4058  |  |  |
| 6005 ROCKFORD OR   |   | 423-0364  |  |  |
|  | $\triangle$   | 464-2637  |  |  |
| 6213 Locust Dru  |   | 421023  |  |  |
|  |   | 425-2000  |  |  |
|  | ADDRESS  LOOIG LOUIST DV  2308 Evanston Ale  2301 EVANSTON DR  21/3 Ausea Br. 477.  2200 Evanston Dr 477  2214 Evanston Dr  6272 Number  6217 Locust DR  22/7 Ausea Dr.  1722 asbury Dr.  (905 asbury Dr.  2201 Aungan Dr.  6204 M. Rockford B.  2300 Belman Some  6005 Rock FORD DR  2300 Belman Sunc. | ADDRESS ZIP CODE  LODIQ LOUIST DV 47720  2308 Eranston Als 47720  2301 EVANSTON DR 47720  21/3 Guessa Ds. 47720  21/4 Evanston Dr 47720  L214 Evanston Dr 47720  6212 Number  6212 Number  6212 Number  1722 asbury Dr.  1722 asbury Dr.  2201 Aunan Dr.  2201 Aunan Dr.  2201 Aunan Dr.  2308 Rock FORD DR  2005 Rock FORD DR  22013 Locust Oruse  6213 Locust Oruse |  |  |

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| Moto S. Wood  Marun Le Ray  620 1 1710 LINE DR.  John Marhins  6161 \$ 5500 \$ 47720  Daul Daulson 2112 Cranton Dr. 47720  Nilma Smith  6003 motion Dr. 47720  Lawred Murs  2310 Eauston Dr. 47720  Shew Segman 2210 Westbrok Elvel.  Edior a. Somith  5822 Poetford Dr. 455-1948  John D. Sainell 6104 Molime  Joseph J. Write  Joseph J. Write  5802 Rockford Dr. 422-7207  David Hahn  6105 Louest Dr. 422-7207  David Hahn  6105 Louest Dr. 422-7207  David Hahn  6221 Dunlas Dr. 422-717  Pana R. Sata  6221 Dunlas Dr. 423-7957  Ronald Chumbley  6221 Dunlas Dr. 423-7957  Carola. Bogar  Gaos Rockford Dr. 423-5787  Carola. Bogar  6103 Rockford Dr. 423-5787  Linian Ressen  3305 Avenes Deve 422-8579  Firms M. Jorkson  5914 Moline pr. 422-620  | NAME                       | ADDRESS ZIP CODE                      | PHONE    |
| Moto S. Wood  Marun Le Ray  620 1 1710 LINE DR.  John Marhins  6161 \$ 5500 \$ 47720  Daul Daulson 2112 Cranton Dr. 47720  Nilma Smith  6003 motion Dr. 47720  Lawred Murs  2310 Eauston Dr. 47720  Shew Segman 2210 Westbrok Elvel.  Edior a. Somith  5822 Poetford Dr. 455-1948  John D. Sainell 6104 Molime  Joseph J. Write  Joseph J. Write  5802 Rockford Dr. 422-7207  David Hahn  6105 Louest Dr. 422-7207  David Hahn  6105 Louest Dr. 422-7207  David Hahn  6221 Dunlas Dr. 422-717  Pana R. Sata  6221 Dunlas Dr. 423-7957  Ronald Chumbley  6221 Dunlas Dr. 423-7957  Carola. Bogar  Gaos Rockford Dr. 423-5787  Carola. Bogar  6103 Rockford Dr. 423-5787  Linian Ressen  3305 Avenes Deve 422-8579  Firms M. Jorkson  5914 Moline pr. 422-620  | Treta L. Starger           | 5729 Westlerson 47720                 |          |
| John Marlings  GIGI & Sourt 47720  Daul & Baulson 2112 Cranton Dr. 47720  Nilma Smith 6003 Moline Dr. 47720  Lalyard Myur. 2310 Eventon Dr. 47720  Shere Seymon 220 Westhook Slow. —  Exist a Daniel Sufferent Dr. 455-7948  Jesold & Bret 5802 Rockford Dr. 455-7948  Jesold & Bret 5802 Rockford Dr. 422-7207  David Hahm 6105 Louest Dr. 422-7207  David Hahm 612 Louest Dr. 422-7207  David Hahm 621 Dunder Dr. 422-737  Jane N. Sato 6221 Dunder Dr. 423-3957  Ronald Clumbay 6205 Rockford Dr. 423-5084  Carol a. Boger 6103 Rockford Dr. 423-5084  Carol a. Boger 6103 Rockford Dr. 423-5084  Linian Dennen 2305 Avenes Dever 422-5379  Jimes M. Josephson 5914 M. of Like Dr. 422-5379   | Alota L. Wood              |                                       |          |
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| Sheer Seymour 2210 Westbrook Stell N/A Bill Seymour 2210 Westbrook Stoll.  Estima a. Janish Is/Emanatan Drive 4257063  J. Clark 5822 Rockford Dr. 405-1948  John D. Lawell 6104 Molime  Jerold J. Bretz 5802 Rockford Dr. 402-7207  David Hahm 6105 Louest Dr. 422-4144  Jame R. Sates 6221 Dundse Dr. 422-4144  Jame R. Sates 6221 Dundse Dr. 422-3957  Ponold Chumbay 625 Rockford Dr. 423-5084  Carola. Boger 6103 Rockford Dr. 423-5084  Carola. Boger 6103 Rockford Dr. 425-1858  Lisian Bearen 2305 Avenes Deve 423-579  | Edward Musers              | 2310 Evanstone 9 47720                |          |
| Bell Seymour 2210 Westhrood Elvel.  Edica a Donner Jack Sea Lockford Dr. 455-1948  John D. Carrell Gold Molime Joseph Dr. 455-1948  Jorda J. Bretz 5802 Rockford Dr. 422-7207  David Hahn 6105 Louest Dr. 422-7207  David Hahn 6105 Louest Dr. 422-4144  Jam R. Bata 6221 Dunder Dr. 422-3957  Monold Chumbly 6205 Rockford Dr. 423-5084  Carola Bogar 6103 Rockford Dr. 423-5084  Carola Bogar 6103 Rockford Dr. 423-5084  Jimes M. Bochson 3305 Avenes Deve 422-8379   |                            | 220 Westbrook Stel                    | NA       |
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| John D. Bretz 5802 Rockford Dr. 422-7207  David Hohm 6105 Louest Dr. 422-7207  David Hohm 6105 Louest Dr. 422-4144  Jame R. Bates 6221 Dunder Dr. 423-3957  Ronald Clumbly 6205 Rockford Dr. 423-5084  Carol a. Boger 6103 Rockford Dr. 425-1858  Visition Dennen 2305 Avenes Drive 422-8579  James M. Jochson 5914 Moline p. 422-8579   |                            | 28/18 manstan Drive                   | 425.7063 |
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| Arother S. W fits  1214 Belmer: 422-4144  Jana R. Dates 6221 Dunder Dr. 422-3957  Doma W Jones 2213 WrithRoot 4762455  Ronald Chumbly 6205 Rockford Dr. 423-5084  Carola. Boger 6103 Rockford Dr. 425-1858  Janes Morkson 2305 Avenes Drive 422-8579  James Morkson 5914 Nocline pre 422-6529  |                            |                                       | 422-7207 |
| Arother S. W fot 2214 Belmer. 1422-4144  Jana R. Bates 6221 Dundee Dr. 1422-3957  Doma W Jones 2213 Writhroot 1762288  Ronald Chumbly 6205 Rockford Dr. 1423-5084  Carola. Boger 6103 Rockford Dr. 1425-1858  Janes M. Jorhson 2305 Avenes Drive 1422-8579  James M. Jorhson 5914 M. of inte pre 126620  | David Hahn                 | 6105 Louest Dr.                       | 428-0053 |
| Jan R. Bates 6221 Dunde Dr. 422-3957  Dans W Jones 3212 WATTARROL 1762265  Ronald Chumbly 6205 Rockford Dr. 423-5084  Carol a. Boger 6103 Rockford Ds. 425-1858  Times Machson 2305 Avenes Drive 422-8579  James Machson 5914 Machine DR. 422-6220   |                            | 2214 Belmer.                          | 422-4144 |
| Ronald Chumbly 6205 Rockford Dr. 423-5084 Carola. Boger 6103 Rockford Ds. 425-1858  Tissian Dennen 2305 Avenes Deve 422-8579  James M. Jackson 5914 M. of its p. 421.0620  |                            |                                       |          |
| Ronald Chumbly 6205 Rockford Dr. 425-1858 Carolle. Boger 6103 Rockford Ds. 425-1858 Times Memen 2305 Avenue Deve 422-8579 Firmes M. Bothson 5914 McLike DR. 426.0620   |                            | 2212 WrithRat                         | 476225   |
| Carola. Boger 6103 Rockford Ds. 425-1858  Linian Devien 2305 Avenue DRIVE 422-8579  James M. Bochson 5914 M. OLINE DR. 421.0620  |                            |                                       |          |
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| Guald Wilkinson   | 4713 Stratford Rd        | 424-201   |  |  |
| Tout a. Marelil   | 1821 Asoury DR.          | 464-0046  |  |  |
| Joseph Whithead   | 5901 N. St. Joseph Ave.  | 423-2487  |  |  |
| For Wess  | 10901 ST Wendel ad       | 9635719   |  |  |
| Some Whitehead  | 5901 m. St. Jac          |           |  |  |
| Suk Unvery ago  | 1850 Chandles ave        | 477980    |  |  |
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| Kon Satia   | GOSO DANVILLE DR.        | 964-869   |  |  |
| Robert Bolies I   | 3606 Kuebler Rd:         | 963-6467  |  |  |
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| Scott I Smith   | 6036 Danville Dr         | 424-3607  |  |  |
| 1 Runia   | 6000 Muggie La/Ly On.    | 423-3136  |  |  |
| Clancy McClellan  | 6105 n. Moline Dr. 47720 | 425-1856  |  |  |
| Donald Sellhoused                                       | 5805 Rockford Dr         | 4224339   |  |  |
| Carel Retter  | 6106 Danville Dr.        | 421 8522  |  |  |
| Sancia Word   | 6008 Rockford            | unlisted  |  |  |
| Oudry Husz  | 1810 ashing Nr           | 423-8839  |  |  |
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| Randy MCD onald  | 1710 DANVILLE CT        | 425 343   |  |  |
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| Jeffery D. Johns | 1727 Dawille Ct         | 122-18    |  |  |
| Tarestin         | 1711 DENVILLE CT 4      | 23-50 '8  |  |  |
| Cornes France    | //                      | 3350.7    |  |  |
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| Betty Burns                | 6106 n. Rockford    | 47720      | 425.0728 |
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| Judia a. Dubin             | 5817 Rockford       | 47720      | 424-9471 |
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| Frances m= Sparin          | 6101 maline &       | n. 47720   | 434-0233 |
| Teresa Roch                | 2306 Westbrook      | 47720      | 422 8969 |
| Wanda Winstead             | 6116 moline W       | . 47720    | 421-9923 |
| Les W. Sieen               | 6113 Rackfans       | d 47720    | 424.518  |
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| Lope Tredeway              | 2110 Westhrook B    | lod, 49720 | 425-14   |
| Suga une & Perry Luffman   | 2013 Ovanston       | 49720      | 424-04   |
| Supanne & Perry Luffman    | 5802 Westhrook Rice | 49720      |          |
| Marthet Clin Gordbison     | 2005 Weathrok Blo   | R. 47920   |          |
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| Beth Lockridge             | 6104 Rockford       | 41720      |          |
| K.OM and                   | 6108 MOLINE DR. 4   | 7720       | 425-2353 |
| Susan Silver               | 2109 Belman &       |            |          |
| Doris Robling              | 2311 Evanston       | Dr.        |          |

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| Joanne Bohrer      | 6316 E. Beseline  | 47711        | 867.2115   |
| Marcia Genning     | 810 Ravenswood Rr | 47713        | 424-2173   |
| In Cechitan        | 5600 Wenston      | <            |            |
| Helen Shrode       | 3029 Muenstern    | 47720<br>can | 426-197    |
| RITA KORESSEL      | 1719 CONLIN AVE   | 47715        | 476-5547   |
| nancy Stamps       | 212 Korshelma Dr. | 47711        | 867-6283   |
| BETTY MARCHAL      | 1821 ASBURY DR.   |              |            |
| Dillian R. Becker  | 5801 moline Dr.   | 47720        |            |
| Randy Chapman      | 2203 BELLIAR LW   |              |            |
| mary Sue Harmon    | 2204 Belman Lane  | K7720        | 4220172    |
| Michael R. Seibert | 6207 Rockford 1   | On.          | 425-211    |
| Quanta miden       | 6005 maling Drive | 2            |            |
| Sora Barnett       | 2205 Rolmar Ca    | (uo)         | 421-839    |
| DOWALD 6 SOLWEDSR  | 6103 MOLIDEDA,48  | 2            | 4220347    |
| DANIEL HAYDEN      | 5737 WESTBIROOK C |              | 4240718    |
| Derry W Fine       | 1.250 Dunder Dr   |              | 423-240    |
| LARGE E. Soula     | 6111 N. Maline Dr |              | 425 23.90% |
| Edve Sittle        | \$311 aslugy dr.  |              | 421-1349   |
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| Kin Borg Blaire    | 2117 gurora Or    |              | _          |
| Levy H. neutrant   | 6104 Locate.      |              |            |
| Ida Waniel         | 2206 Westhrook    | -10          | 422-1991   |

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| Janu Dietof                           | 2910 Neuran     | Ave 47710 | 427.6243                                |
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| Jose Jack                             | 955 Svilla      | Dr. 47714 | 473712                                  |
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| 7. Tanbarge  | 2307 Constar Dr     |             |          |
| Dathy George   | 2206 Junou Dr.      |             | 464-8553 |
| Brent A Pan  | 2207 Aurora Dr.     |             | 425-9238 |
| Kelli Dun  | 5805 Westland Cin   |             | 424-0455 |
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| Steg a Withers   | 2111 ALLRORA DR     | L-74-7      | 426-1088 |
| Duce Heye  | 2208 BELMAR LI      | U           | 423-2718 |
| Low Fremit   | 6201 Locust Dr      | -           | 423-4605 |
| WALTER WILLIS  | 2008 WESTBROOK KLVC | <u> </u>    | 423-5141 |
| Shannon GASQUE   | leidle Locust Dr    | <del></del> | 423-2996 |
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| Marine of Dleved   | 6203 Moling           | 47720    | 42485%     |
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| Long a. Colom  | 6122 Maggie Val       | ly 47720 | 421-9024   |
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| Mike 4 lefert  | 5806 Moline de        | 4720     | 4253675    |
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| Lee 5 X/mles   | 2201 Evanton Da.      | 47728    | 425-1460   |
| Richael Could  | 2114 AurorA Dr. 47    | 720      |            |
| Tony Barr  | 5802 Moline Dr. 4     | 17720    | 0/25-4/19  |
| Fin Collens  | 6001 Rockford Ws.     | 47720    | 425-882    |
| Hendy & Stickert   | 6009 Locust DR        | 47720    | 499 (2017) |
| Paula Rigo   | 5944 Danville Dr. 47- | 120      |            |
| Cathie Print   | 8114 Belman San       | 47720    | 428:085    |
| Thuley Edson   | 5801 Rockford Dr      | 47720    | 423.5921   |
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| Jula Fraglish        | 507 Levin   | gtox 47710  | The      |
| Leune n. Kurch       | 1815 ask    | unt & 47720 |          |
| Carl R. Risch        | 1815 asbu   | y Dr. 47720 | 424-264  |
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| Joseph Hens          | 4510 Per    | ebler, Rd.  | 963-345  |
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| Cliffing Buning      | 3601 Cau    | - h         | 42470    |
| BRUCE N. WATERMAN    | 2904 AllEN  | Ro.         | 424-2181 |
| MARY ROSE WATER MON  | 2904 AllEH  | ^           | 424-2181 |
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| Mirs. Marie Peter          | 1726 Winherg             | 114.1110  | 424-76     | (7) |
| Mr. Mus. Roger Meyes       | 65/9 Happel Rd           |           | 464224     | 3   |
| Mrs. Mary Capps            | 1419 Winherg Ra          |           | 422-762    | 2   |
| Mas Crowe a Keuin Crowl    | 1431 Wimberg Roy         | 47710     |            |     |
| William & Burns            | 6304 Happel Rd 4         |           |            |     |
| Mramro Willie Romans       | 6 315. Happel RAC        | marille & | Ph. 424-76 | 19  |
| Mr. & Mrs. Steven Wheat    | 6520 Happel Rd. En       | muillel   | 47710      | •   |
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| Sharon Effinger            |                          |           |            | L   |
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| Sue Basinger               | 6508 Hoppel Rd           | 41710     | 426 6378   | 1   |
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| Jeff Pickiell       | 6150 Danville Dewe                       | 8741          |
| Zola Pickrell       | 6150 Danville Drive 47720                | 8741          |
| Janet S. Kramer     | Belerfeld In 17613 (in area)             | 195-<br>2220  |
| Kenneth Okramende   | Clberfeld In 47613 (in arec              | 2220          |
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| William To- Formula | 6146 Danville Dr.<br>Evansville IN 47740 | 426-          |
| Leah Hamilton       | 6142 Danville Dr. EVERSVELLO An 4772     | 9741          |
| Sot Planta          | 6142 DAVILLE DE                          | 426           |
| Eljan Relson        | 6138 Danvelli Dr.<br>Evansville An 47720 | 434-<br>7731  |
| Linda Helvon -      | 6/38 Danville 024772                     |               |
| 1 cm D Drewing      | 6132 Danville Dr FN 47720                | 422-1653      |
| Theresa Strimwood   | 6/32 Namille els. City 47720             | 422-1653      |
| Judy Smith          | 6036 Danuille ON. City 47720             | 424.3607      |
| Scott Jonith        | Caso Damille Dr. Cety 47720              | 424-3607      |
| Ling Schmittlen     | 6001 PanieliDi Coly 47724                | 428 3211      |
| Stephanie Lowrance  | 5934 DANVILLE CH EW 47720                |               |
| Borwall             | 5922 Danville Dr 47720                   | 4231247       |
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| JEFFREY DAR         | 5912 DANVILLE DR. EVANSVILLE             | 47730         |
| anaela Naij         | 59/2 Mariyle Dr. Evansville              | 423-4059      |
| Jacoba ODonnell     | 5900 Camelle h. 47720                    | 4251962       |
| Himbe Van Briton    | 4016 Bergdself 47711                     | 476-4528      |

### PETITION TO WIDEN AND REPAIR WIMBERG ROAD !!!

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## PETITION TO WIDEN AND REPAIR WIMBERG ROAD!!! PLEASE SIGN INDIVIDUALLY - NOT FOR A SPOUSE OR A FRIEND.

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| Margaret Coorfield -       | 6+1+ Danvillo Dr.             | 4248173     |
| Hog Brosseur               | 6100 DANVILLE DR              | 428-03:25   |
| Dandra Brasseur            | 6100 DAnoille Dr              | 428-0315    |
| Ed Kayshell                | 1728 ASBURY 47720             | 4246112     |
| Danna Rayshell             | 1728 ASBURY 47720             | 424 6112    |
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| arthony Brown              | 1211 Lincoln are Evanwille &  | 847714      |
| June Dirigo                | 2904 Westland Ct              | 4219340     |
| Charles R. Willis          | 900 Taylor ave.               | 423-306.6   |
| Wayne Traylor              | 1762 S. Taft                  | 477-9118    |
| Bull Edwards               | 4996 Farmont Dr. 47715        | 471-5105    |
| Howard Ulrich              | 26 E. Maryland                |             |
| WMC. Willes                | 3/14 Mendeman Ove.            | 4228147     |
| Train Goad                 | 900 Taylor                    | 423-3006    |
| Howard Bringar             | 2195. Lincoln BDr.            | 477-0375    |
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# PETITION TO WIDEN AND REPAIR WIMBERG ROAD!!!

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| George Humphrey            | 6031 Danielle rh. 47720       | 37-33    |
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| Frederick Holgood          | 6024 Hannillo No              |          |
| Love White                 | 6024 Danviele Drive           |          |
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| Bob Tieber                 | 1741 asbury Dre               | •        |
| Mary ann D. Don            | 1801 asbury Dr                | مسرد ه   |
| Brian Dillon               | 1801 asireny Dr.              |          |
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| Michael a Shields          | 5811 heart Dr                 |          |
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| Madonine Woeller           | 1727 asking Wr.               | 4,28.256 |
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|                            | <b>J</b>                      |          |

#### WIMBERG ROAD - RE-NIDENING AND REPAIR

"Your Tax Dollars at Work" - How the area residents around Wimberg Road would love to see one of these signs staked at either of the entrances, be it St. Joe Avenue or Kratzville Road for any services rendered to them , in, or around the area, by their local city/county elected officials for the taxes they pay!

It is very depressing to say the least, when the locale in which you live is consistently overlooked when it comes to distributing tax dollars. We are not blaming the present commissioners, it's a problem that has existed for years. Rather, we are trying to get the attention we deserve for several needs in and around the Wimberg Road area, citing poor drainage, which encourages flooding, road widening and repair and an up-beat in sherriff patrolling to control the unbelieveable speeding that occurs on Wimberg Road.

Touching on the above and in line with importance we'll start with: Wimberg Road. The road issue, already ' addressed by Jean Kirsch, is "unbelieveable" by most standards in todays traffic-laden society. There is only one thing further I would like to add to Jean's very able description of the hazardous Wimberg Road issue and that is something she has already addressed to some degree. Please, again, we the residents ask the commission to give full consideration to the entire road - from one end to the other, in ditch-digging and tiling, along with road re-paving and widening, not just to the overpass as is my understanding are the plans now. True, you do intend to re-pave the road all the way to the St. Joe. Ave. entrance, but I believe there is to be no road-widening, ditch-digging, or tiling from the over-pass to the entry of St. Joe. Ave., as you plan to do to the East side of the over-pass and onto the entry of Kratzville Road. We the area residents, regard this as a mistake. Ditch-digging and tiling and good road conditions all work together. We ask for your concern regarding this serious issue.

With regard to the next issue: Ditch digging/tiling and Drainage. There isn't any! The ditches coming West toward St. Joe. Ave. from Kratzville Road are completely full of overgrowth/weeds, trash and fallen trees and roots. Since Wimberg Road runs downhill toward St. Joe. Ave., the water from downpours that usually run into ditches or tiling, can't, because of blatant lack of ditch maintenance or tiling, or in some areas there is no ditch or tiling at all, so all that water runs into the Wimberg Road area, causing major flooding into the mobile home park located at the west Side of the overpass and on down into the older park located nearer the St. Joe. Ave. entrance. I don't mean to sound rude but, try cleaning up a couple times a year, after a foot of water has surrounded your home from lack of proper ditch/tiling, cleaning, or drainage. It's unhealthy, because of all the trash and debris floating in the area, as well as the destruction it brings, destroying plants, shrubs, and decorative land timbers, as well as anything else you have in your yard. It's depressing because you know it doesn't seem to end and uncalled for, because you know it can be changed. The flooding can and should be stopped. We, as taxpayers on Wimberg Road have long been overlooked - we are resentful that city/county money keeps being distributed to other ends of town, while we go on being ignored. With the present plans for nothing but re-paving the road on the west side of the overpass, the flooding will still exist although there may be new ditches and tiling on the East Side of the overpass to flow the water through. With your concern and plans for a complete package on Wimberg Road, hopefully, these future needs can be met.

Speeding: I would add to Jean's post-script at the bottom of the 1st page where she speaks of traffic counters - they need to be in place for at least a week to

provide a fairer assessment of the overwhelming traffic and speeding that Wimberg Road carries. After the commission receives this assessment, I believe they will find the traffic flow to be staggering and will automatically deploy sheriff patrols to cite speeding motorists, hopefully getting speed under control on this Road. A sign or two wouldn't hurt anything either. Anything you have in mind to help would be greatly appreciated.

I would like to state that we wouldn't be here tonight to address our concerns if part or all of you hadn't listened, I would personally like to thank you for that. At the same time, I urge you once again in closing, to listen again and act accordingly to the needs we have brought before you.

Thank you for you time and consideration - we do appreciate it.

1821 askury Rd.

## Vanderburgh County Engineering Department

715-A Locust Street - Evansville, Indiana 47708 Telephone: (812)424-9603

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To: Rick Borries
From: John Stoll
Subject: Seib Road
Date: March 5, 1993

In response to the petition submitted to the Commissioner's Office by the residents along Seib Road, attached is a memo discussing the current conditions of Seib Road. This road can be discussed at the upcoming road hearing on March 22, 1993, and the priority of improving this road can be determined at that time.

If you have any questions concerning this, please contact me.

cc: Pat Tuley
Don Hunter

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cc: Pat Tuley
Don Hunter

#### InterOffice Memo

To:

John Stoll

From:

Gary Urban Kercher

Date:

February 26, 1993

Subject:

Seib Road from Orchard Road to Dead End

The Vanderburgh County Engineering Department has been reviewing Seib Road from Orchard Road to the dead end (of Seib Road). Several complaints of late have been concerned with the fact that this section of road is very narrow with several "blind" curves. The following description gives an indication of the current conditions.

- Recorded and accepted road length = 0.52 miles (approx. 2750 feet) through rolling topography.
- Recorded Right of way = 50 feet total. No survey data has yet be completed to determine if the roadway is built in the center of the right of way.
- The roadway is currently paved approximately twelve feet wide with asphalt pavement; no shoulders, limited drainage improvements and no provisional turn around at the dead end. Side slopes are extremely steep and the area is almost totally wooded along both sides. Horizontal alignment is winding with poor visibility along several sections making sight distance inadequate. Vertical alignment is fairly flat with the exception of the intersection at Orchard Road.
- Approximately six existing residences front Seib Road and two others bordering with accesses located on Orchard Road. Several parcels are held by Homestead, Inc. under Orchard Heights Subdivision: 16 lots along 1500 feet of the road.
- Encroachments, generally fence and landscaping, exist at several locations.
   Other obstacles, include trees, driveways, hillsides, etc.
- Estimated average daily traffic is approximately 60 cars per day and it is not a school bus route.

A petition filed with the County Commission requests widening Seib Road to allow for "safe travel" and has been signed by five residents and two land owners.

At this time our office has no recommendations as to the plan of action to be taken from here, but the following list of alternatives may be considered at the up coming road hearing.

- Obtain ingress permission to allow the County Highway Garage to remove trees and under brush then cut back side slopes to improve sight conditions at curves. This may help with sight distance but will not solve the narrow road problem.
- Secure necessary right of way to widen road for the total length, remove all encroachments and construct any necessary drainage improvements. Estimates for work will be somewhere in the range \$125,000, not including the in-house engineering. Money for upgrade must be taken from the local roads and streets accounts or appropriated from the County's general fund. This option will require a significant amount of field work and engineering to properly addressed the problems. Under this option the new road would by paved to 18 feet with one foot shoulders and 2:1 side slopes. Drainage improvements will depend on design and site considerations.

Without a more intensive field survey, precise estimates and design considerations are difficult to obtain. Any further work by this office will require interrupting progress on a current project. Please let me know, as soon as possible, what action, if any, will be taken so I can reschedule accordingly.

CC: Richard J. "Rick" Borries

## Public Road Hearing

Nanc Bosur-New Harry Ro harry RUDOLAH Shut Goet Allowy for Frank Forbes Forbes Financial Group Wemberg Rd Coverned Citizen Betty R. Marchal Jean Kusel Carl Kirsch BODNUILLE- NEW HARMONY RO Kobert Hayden Boowille - New Hermony Pl. Mary E. Keylen Deborah Patrick Wimberg Ld Famel Julia Bor Kunkel Bottye Kunkel Winley Rd.
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## MINUTES COUNTY COMMISSION MEETING MARCH 22, 1993

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## MINUTES COUNTY COMMISSIONERS MEETING MARCH 22, 1993

The Vanderburgh County Board of Commissioners met in session at 6:00 p.m. on Monday, March 22, 1993, immediately subsequent to the Public Hearing on County Roads, with President Rick Borries presiding.

#### RE: INTRODUCTIONS & PLEDGE OF ALLEGIANCE

President Borries called the meeting to order, stated B. J. Farrell is leaving the meeting due to a cold, announced we have a new citizen in the County (Mark Taylor Abell) -- just as we had Katelyn Marie Tuley a few weeks ago, we now have another new citizen and Mark Abell is with his family. He then introduced remainder of County Staff present: John Stoll, Attorney Alan Kissinger, Commissioner Tuley, himself, Commissioner Munter, Deputy Auditor Cindy Mayo, Joanne Matthews, Secretary, and County Highway Superintendent Bill Morphew.

Commissioner Borries asked the group to stand for the Pledge of Allegiance. He subsequently 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/SALE OF HONEYWELL EQUIPMENT

Upon motion made by Commissioner Tuley and seconded by Commissioner Hunter the County Attorney was authorized to open bids re Sale of the Honeywell Equipment, stating this has been advertised in the local media.

#### RE: AGREEMENT WITH TOUCH TECHNOLOGIES RE SOFTWARE MAINTENANCE

Mr. Roger Elliott of SCT was recognized and stated we have a software product on our computers called Dynamic Load Balancer. The purpose of this product, in effect, is to recognize an application that is there but no one is using and page it out of memory to free up the resources, making them available for someone else. We have purchased another copy of this and it has been installed on the computer that is going in out at the Sheriff's Substation. What the Commissioners will be signing this evening is a maintenance agreement for the next year, which we have also already purchased. This is an after-the-fact signature. The software product has been paid for at this point in time. In response to query from Commissioner Borries, Mr. Elliott indicated this was all done through the Data Processing Board.

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

#### RE: RESOLUTION ON HB 1107 (RIVERBOAT GAMBLING)

President Borries noted we have persons here this evening who wish to speak and there may be others who wish to speak at this time. He asked that the records reflect that we did have some phone in persons (five) who wish to state their objections to what is about to be discussed. Said objections will be entered for the record. (Copy of signed list attached hereto as part of the formal minutes.) Messrs. Bill Brooks, Pete Helfrich, and Joe Vezzozo, Jr. wish to speak regarding the Resolution supporting the adoption of H.B. 1107, which is enabling legislation.

Mr. Bill Brooks approached the podium and said, "Ladies and

Gentlemen, it is indeed a pleasure to be here and to talk once again about riverboat gaming and entertainment for the Ohio River in reference to Evansville, Indiana. This is the third year that this particular bill has come before the General Assembly and as most of you may or may not know, tomorrow the Finance Committee will hear this bill in the Senate Chambers coming before Senator Larry Borst."

Commissioner Borries said he did not know that it was tomorrow.

Mr. Brooks continued, "The purpose of our presence this evening is to ask you to support a Resolution which states very simply that we are asking all of the various units of City and County government to support a referendum pertaining to this bill. Our feeling is simply this, that everyone in Vanderburgh County should have a right to vote for or against the contents of the bill. This is our given right. This is what the Constitution gives us. And we do feel that all of these decisions should be made Indianapolis. I would like to also inform the Commission that we now have letters of support from the Evansville Chamber of Commerce, the Center City of Evansville, the Downtown Progress Committee, and the Hotel & Motel Association. We hope to solicit your support this evening from Mayor Frank McDonald, from the labor organizations, and also from the Convention Bureau. I have these letters on file if you would like to look at them, but rather than stand up here and give you a long dissertation on the merits of this bill and what it can do as an economic impact for our community, we have a short twenty minute film we'd like to show I think it answers all the questions that even some of our critics have raised about what this bill can do and this Act can do for our people. It can employ somewhere between 800 and 1,000 people; it can raise the economic impact for our downtown and rejuvenate the whole downtown area (and you will see this on the film) and the list goes on and on. I would like to point out one thing -- that this is an entertainment industry, and some of you have seen this -- you have been there personally. It is a very well run industry and something we could all be proud of. I will I will show the film to you and point out there is one community in here -- and all of this content was taken out of the Illinois and Iowa bases. So it is right at our back door. You might pay attention to Rock Island, IL to see what they did -- and then we'll try to answer any questions."

At the conclusion of the film Mr. Brooks said, "As you just heard on the video, this film was developed for the State of Texas and their General Assembly also has it under consideration. The question has been asked, 'What would the riverboat activity do for Evansville?' Under the present bill that is existing in the General Assembly, 10% of the gross adjusted receipts would come back to the community where the riverboat is located. To break that down, 25% of the gross adjusted would come to the City; 75% goes back to the State; and the County would get \$1.00 per head tax for each customer who comes onto that vessel. Now, you heard the gentleman from Rock Island say they had more than a million people. If a little city like Rock Island can do that much, you can almost imagine what Vanderburgh County and Evansville could do. Let me emphasize one thing — these are not Evansville people who are developing those numbers. These are tourists. These are convention people. And we must remember what this can do to enhance our convention image, to bring more and more people to Evansville. This portion of the bill only pertains to the Ohio River — so the competition will be very slim. The next one would probably be in the New Albany-Jeffersonville area. It is a great opportunity for downtown renaissance and redevelopment."

Commissioner Hunter asked, "How can we approve or disapprove of a bill on gambling on a river that is controlled by Kentucky?"

Mr. Brooks said that is not true anymore.

Mr. Hunter asked, "The Courts didn't say that Kentucky controls that river?"

Mr. Brooks replied, "What applies to Metropolis and Paducah does not apply here. We have a 300 ft. front in front of our river that has been established by Court Order that belongs to the State of Indiana. When you go out further than that you are in a national waterway."

Mr. Hunter asked if this boat will be tied up.

Mr. Brooks said, "No, it will take excursions."

Mr. Hunter asked what will happen when the boat gets to the side of the river that belongs to Kentucky.

Mr. Brooks said there is no problem with that.

Mr. Pete Helfrich said, "Indiana owns 300 ft. at the Dress Plaza. The problem has been where the boat docks and that is where the licensing and the taxation occurs: Since all of that happens in Indiana it is licensed through Indiana and we don't have a problem. According to our Wharfmaster, once the boat is under way it is under national or Federal laws, as opposed to the State of Kentucky. Also, we own 300 ft. down river. What they are doing in Illinois, they are pulling the boat back straight out, staying within their 100 ft. until they get to an area where they own 300 ft. of the river, turning the boat around and coming back up. "

Mr. Brooks aid, "They do a 360 degree turn believe me, we were on the boat and it is a 360 degree turn and they hug the Illinois shoreline. They have sort of a gentleman's agreement with the State of Kentucky, because Paducah is getting a tremendous outfall -- because Metropolis doesn't yet have the housing and the entertainment."

Mr. Helfrich commented, "Our Wharfmaster brought it to our attention. When the Delta Queen and the Mississippi Queen run along the Ohio River, they don't have any liquor licenses from either Kentucky or Indiana. Their license is out of their home port, which is New Orleans. This would operate essentially the same way."

Mr. Brooks continued, "We're not asking the Commissioners to endorse gambling. We're asking you to endorse the theory to give us the opportunity to vote on it -- referendum, if you please. That is all that your Resolution calls for. The people will make that decision. Are their any other questions?"

Commissioner Tuley said he's been on the boat in Illinois and he knows.

Mr. Brooks expressed his appreciation to the Commissioners.

Commissioner Borries asked if there are others who wish to speak regarding this matter. There being none a motion was entertained.

Commissioner Tuley said just so there is no misunderstanding, he thinks Mr. Brooks made it very clear that "they" (being the Convention & Visitors Bureau) are not asking the Commissioners to promote or say gambling is right or wrong. That is not the point here. The point is that we're asking for the right on the basis of Home Rule to let the people of Vanderburgh County make the decision as to whether or not they want this to come about. With that, I would move that we adopt and support the Resolution supporting the adoption of Indiana H.B. 1107 authorizing riverboat gambling for the State of Indiana and Vanderburgh County.

Commissioner Hunter said he will second on the grounds that this

1107 provides there be a binding referendum. And that is what you said. It is a binding referendum -- so whether it is a go or no go, then that would be the end of it for the residents of Vanderburgh County.

Commissioner Borries asked for a roll call vote for the record: Commissioner Hunter, yes; Commissioner Tuley, yes; and Commissioner Borries, yes. So ordered.

Commissioner Borries said, "I've written Senator Server and Senator Borst and, I made a suggestion to Senator Server that Senator Borst might like to run for a State office some time -- so we might get the opportunity to vote on how we feel about him. I'm very hopeful that perhaps he and other members of the Legislature can get beyond eventualism and maybe we can see some true Home Rule to allow the citizens here to decide for themselves."

#### RE: COLLIS CORPORATION/LOAN

President Borries said if this matter was discussed last year he wasn't present. Does Commissioner Hunter recall anything about this?

Commissioner Hunter said he does not. In fact, he read the newspaper article by Terry Wells three times. He met Ken Robinson of Vision 2000 Saturday and discussed this with him. Indeed, he kind of confirmed his feelings that this had not been discussed in a County Commission meeting. Mr. Hunter said he got the same feeling as that of Mr. Borries -- if it was discussed, he was not there. So, no, he doesn't think it was discussed in a Commission meeting. He thinks there may have been conversations between the former President of the Commission and perhaps a member of the County Council. But, to his knowledge, it was never brought up in a Commission meeting and Ken Robinson verified that -- so he is satisfied that it was not.

Commissioner Borries said he didn't think he'd miss anything that involved \$150,000. What he basically has is a draft agreement from the City of Evansville. If the Commissioners want to consider adopting the same kind of agreement, this is essentially the form. The Collis Corporation is a direct distributor of Whirlpool Corporation. Most people in the community are aware that they are building a 120,000 sq. ft. manufacturing facility in this community and this county. Apparently there was some discussion that the City and the County, coordinated through the Department of Metropolitan Development, would enter into an agreement to assist the Collis Corporation with a loan. This is a loan, so it would be paid back to the County and, in effect, the County would have some of the equipment in this plant as security/collateral for this loan. The DMD would administer this loan and at this point the loan would be paid back to the DMD who, in turn, would cut a check back to Vanderburgh County as repayment of the loan. There is interest attached to the loan. It is an economic development tool, probably one far superior — at least in its intent here — than what we were forced to do when we negotiated with the Federal government where there wasn't going to be any payback other than the immediate wages that the County and City would get back. So this is an economic development tool. We are entering it into the official record this evening. If the Commissioners feel we would want to adopt this form of agreement, then we need to do so.

Commissioner Tuley asked if we'll have to go before Council.

Mr. Borries said assuming the Commission would approve this loan nd security agreement, we are not budgeted for it at this point so we'd have to go on Council Call and request funds from the County Council.

Commissioner Tuley said based on the premise that it is a loan agreement wherein no official action was ever taken, apparently there was a commitment made by the City and County to Collis in an attempt to get them in here....

Mr. Borries said he doesn't recall that (and this was echoed by Commissioner Hunter) -- he didn't know anything about this until he was contacted by a member of the media. What we're saying is that there had been some agreements discussed by some members of the County Council...

Mr. Tuley interrupted by stating it is a loan, not a giveaway -- it is a loan which we will be paid back, with interest.

Mr. Borries confirmed that this is correct.

Mr. Tuley said, "Having said that, I would move that...

Commissioner Hunter interrupted, "First of all, I don't have any problem with the loan -- but I'm reading through this so hurriedly -- because it wasn't in my packet yesterday. It does said there is 3% interest per annum and I haven't been able to figure out the maturity date -- is it four or five years or what? I'd like to have legal counsel take a squint at this and see that is all okay. I like the idea of loaning money, then you can loan it out again to somebody else. I think that is much better than off-the-cuff grants."

After further brief discussion among the Commissioners, it was the consensus of the Board that the County Attorney review the draft agreement and this matter will be placed on the agenda for April 5th, since Commissioner Hunter will not be present for the meeting on March 29th.

#### RE: COLISEUM PARKING LOT

The meeting continued with President Borries reading into the record a letter received at his home from Mark Acker, Building Manager of the Coliseum (which he earlier had Ms. Farrell reproduce and provide copies of same to the other Commissioners). He had asked Mr. Acker to conduct an informal survey during the month of February on the Coliseum parking lot. The reason he requested this was the Board had discussed the relocation of the Count Engineer's office to the Old Court House, and other County offices had also expressed some interest in relocating to that facility and parking is going to be a problem for them, as employees. As much hassle as we've had with this Coliseum parking lot, the whole concept was very simple as he recalls. It was to make a statement to support the downtown efforts and economic development and redevelopment. One of the ways this could be done -- we purchased the property and paved the property and we did all this with the new located Third and Fifth Streets there'd be new interest in the downtown area and people could use the Coliseum (a historical building) for events at night and employees and people who are using the downtown area and the Old Court House could then use the lot during the day. We then got into the aspect of the meters which, he guesses, was a good intention. Frankly, he thinks it is probably nonproductive to do. At any rate, they are there and there is some concern because a few of them are listing and they don't look too good. Suggestion was made that if they are not going to be that cost effective, why not take them out. He asked Mark Acker to run the survey and this is his response:

Dear Commissioner Borries,

The Veterans Council charged this office with conduction and informal survey on the use of the parking lot adjacent to the rear of the Coliseum building during the month of February. The result of that survey is hereby passed along

for your information and/or edification.

During the calendar month of February the highest number of cars on the parking lot was 14, occurring on the first and second Sundays during church services next door. (Commissioner Borries said he might add that is Sunday where we are not getting any revenue for the meters anyway. If somebody is putting money in, shame on them on Sundays.) These cars left the lot by noon. During the week (Monday through Saturday) the highest number of cars registered on any given day was eight (8) and the lowest number none, which occurred on the third Saturday. Overall average per day, including Sundays, was six (5) cars for a total of 229 for the month.

Hoping this data will be useful to you, I remain."

Mr. Borries said he received information on his desk today from the City Clerk, which he thought might be pretty appropriate. It was in response to a letter addressed to Marsha Abell from Delia M. Jones in March, as follows:

"I'm writing you about the parking meters located in the parking lot behind the Evansville Coliseum. Before the addition of the parking meters many people were using the parking lot because it was very convenient for them while they were shopping in the downtown area. Since the parking meters were added, the parking lot has been empty -- meaning no one parks back there. Even though it was based on good intentions, this addition has done more harm than good. I believe that these parking meters should be removed because some of the downtown stores and shops are losing money because of it. There are no parking spaces left on side streets and there is no other place to park.

Please take my opinion under careful consideration. Thank you."

What Ms. Abell did was to respond, in part, as follows:

"While the parking meter department is under my jurisdiction, the final decision on parking meters on that lot does not rest with me. That lot is leased to the Veterans Council, but owned by the County. Consequently, I am forwarding your letter, along with my response to you, to Rick Borries, President of the Vanderburgh County Commission and Mark Acker of the Veterans Council.

Yours truly,

Marsha Abell, City Clerk"

Following brief discussion it was the consensus of the Board that meter vandalism is going to cost more than the meter revenue. We might as well take the meters out. Also, we need to do everything we can to encourage people to shop downtown. The meters are not making money and they are causing problems -- get rid of them.

Motion to take the meters out was made by Commissioner Hunter, with a second from Commissioner Tuley. So ordered.

#### RE: <u>COUNTY ATTORNEY/ALAN KISSINGER</u>

Attorney Kissinger said he does want to remind the Commissioners they need to make a motion in reference to Boonville-New Harmony Rd. action.

Mr. Hunter said he will do this under New Business.

Inc./Burdette Park Concession: Attorney Kissinger suggested the Commission schedule this matter on next week's agenda (March 29th).

<u>Delivery of Tandem Trucks/County Highway:</u> With regard to this matter, Attorney Kissinger said he is also going to be prepared to make a recommendation on that at the March 29th meeting.

County Assessor: /Operating Fund at Auditorium: Attorney Kissinger said he has to solution regarding the Operating Fund at the Auditorium. He has talked to Auditorium Management and they have indicated they can continue to operate under the present situation, which is payment for goods and services already rendered. He doesn't know what the outcome of this is going to be, but it has become more difficult than originally anticipated. Each time we think we have a solution something new comes up.

<u>LEPC:</u> Mr. Kissinger said Dennis Brinkmeyer has been appointed to the Local Emergency Planning Committee. Jeff Wilhite has been notified that he has been replaced and he has indicated he has no objection to that.

#### RE: READING OF BIDS/SALE OF HONEYWELL EQUIPMENT

Attorney Kissinger reported the following bids on the subject equipment:

- E.R.M., Inc.
  Duncan Computer Recycling \$ 0.012 per lb. \$261.00 (Total) 1)
- 2)
- Consolidated Resources \$1,050 (paid to the County)

Mr. Kissinger said he is not sure he understands the bids and perhaps Roger Elliott can help us there.

Commissioner Tuley said everybody else wants us to pay them and the third outfit wants to pay us.

Mr. Elliott said they are going to consider it scrap. He will take the bids under advisement.

Motion was made by Commissioner Hunter and seconded by Commissioner Tuley to refer the bids to Mr. Elliott for his expertise and a report back to the Commission.

#### RE: COUNTY ENGINEER - JOHN STOLL

Letter re Construction Engineering Agreement: Mr. Stoll said the first item he has is a letter to the State in order for them to process construction engineering agreements for the Lynch Rd. project. It is a packet of information they require for every agreement and signatures are needed on their standard paperwork. (Copy attached hereto.)

Motion to approve, sign and forward the agreement was made by Commissioner Tuley with a second from Commissioner Borries. So ordered.

Change Order/Orchard Rd. Bridge Project: This was for a keyway joint that was left out of the bridge in the original contract. This was an error and this is a change order to get it right. In response to query from Commissioner Borries if there is a cost for this, Mr. Stoll said it is \$2,006.00. He recommends approval.

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

Mr. Borries said his only concern is that if it is a design error -

- not necessarily a construction error -- is you hope somebody hasn't tried to mislead you and then come back for extra costs. But we have to have it.

County-Wide Bridge Inspection Proposals: Mr. Stoll said he is reviewing the proposals received on the County-Wide Bridge Inspection and, hopefully, he will have a recommendation on a short list by next week for presentation to the Board.

#### RE: COUNTY HIGHWAY/BILL MORPHEW

Weekly Work Report (Mar. 12-18): Mr. Morphew submitted copies of his Weekly Work Report.....report received and filed.

Mr. Morphew said this is what he considers a poor progress report and he has initiated some changes. The layout of this particular report will change within the next few weeks. They've talked about getting a word processor and printer at the County Highway, which would really ease up the paper trail out there. The reports are all hand typed every week. They also discussed perhaps getting some additional training for the secretaries.

County Roads: Commissioner Borries said he detected on his travels to Indianapolis on Friday and hit an ice storm that roads are in bad shape all over the State. Highway 41 is a mess. It seems this has been a hard winter and he encourages Mr. Morphew to eyeball where we are with our roads. This winter has probably taken its toll on a few of them.

Mr. Morphew said that most of our roads are in pretty good shape. We have a few that have done exactly what Mr. Borries has said, such as Cypress-Dale Rd. discussed during an earlier meeting today. We have areas out there an average of 8 ft. wide and 20 ft. long which are potholes, where the asphalt has deteriorated to the point where it is gone. It's just become a mud hole. They've had to take this down as much as 2 ft., come back with rock and compact it and there's going to be some serious work this year. With regard to Wimberg Rd., as discussed earlier, he sent a patch crew (not a paving crew) out there today. That road is deteriorating to the point it is turning back into gravel. The dogleg section is directly across from Happel Rd. in front of a stone house where the bank is eroding. That is the most narrow point of the road. Though that road doesn't have a lot of traffic on it, it is badly in need of repair. He's talked with Messrs. Stoll and Kercher and they've gone through the entire paving list. They will be prioritizing all the roads we'd like to have paved this year and Wimberg Rd. certainly needs to be on the list.

Mr. Hunter asked if Mr. Morphew feels there are any roads we need to perhaps place some weight limits on until things dry out?

Mr. Morphew said that anytime you have an area that is going to be under water for any period of time, it is going to sustain damage. The ground underneath becomes wet. As heavy traffic goes across the road it starts to pump and it brings the moisture to the top, which is going to lay right underneath the asphalt. We have several of those roads and Cypress-Dale is one of them. Old Henderson Rd. is bad. South Weinbach, Lynn Rd., River Rd., Waterworks Rd. These roads flood every year -- sometimes twice a year. The water is going up right now and we're going to close these roads again -- every one of them -- and then we're going to have the same problem. These roads should actually be built higher than they are.

Mr. Hunter asked if we should try to limit the tonnage on these roads for a period of time.

Mr. Morphew said you can't really do that down in the bottoms, because that is all farm land. Those farmers use those roads.

Mr. Hunter said the farmers are not going to hurt them. He's thinking of the big trucks that also use those roads as a short cut or whatever.

Mr. Morphew said it is basically the amount of traffic that South Weinbach carries. You have an alternate route (Highway 41) that is running north and south that is far superior. Yet, there is a lot of traffic on South Weinbach. South Green River Rd. is all Koester — and it has a lot of heavy trucks on it. They carry rock and even aggregate from the river up.

Commissioner Borries asked that Mr. Morphew monitor that. They have big investments down there and he knows you can't deny commerce, but in the long run we all pay when the roads start to get bad.

Mr. Morphew said he thinks we need to do a more in depth study on that road. Maybe we need more of a road base -- perhaps need to build it up a little more -- form it a little better. We need more study on this road in actuality before we pave the road.

With regards to the roads in the bottoms, Mr. Tuley asked if there is any way we can build those roads up high enough or not? Or is it not going to matter?

Mr. Morphew said the way Old Henderson Rd. was built, it has a concrete slope wall and a footer on each side of the road. The road was concrete when it was built many years ago. Now the concrete is broken up due to freezing, thawing and what have you, plus the amount of traffic constantly on that road. The only time that road isn't busy is when it is under water. You have a lot of farmers down there, people with river camps, school busses that travel road, and a lot of people going just as far as the boat ramp—but that road is busy all the way down. Yet, the concrete portion of that road has sustained little damage in comparison to the asphalt roads. It all goes back to the way the road was built to begin with. The concrete footer and slope wall on each side of the road has helped to maintain the soil and compaction underneath the surface, so the road has actually lasted longer. The roads we have with as much as 2 in. base and 1 in. surface — you can have 3 in. asphalt on perhaps 4 in. of rock. He would think there needs to be quite a bit more than that. On a road like that it wouldn't hurt to look at putting sub-surface drainage, similar to French drain. We could run perforated piping to the ditches and whatever moisture the road takes could run right back out again. He's not an engineer.

Mr. Hunter asked if we did something like that if it would create a whole new set of maintenance problems for us -- keeping the pipes clean, etc.

Mr. Morphew said that is just something to look into as far as drainage problems go. He would actually look at building the road a little better. If a road doesn't have a stable base it will start pumping. Once it starts pumping you're going to have a weakness in the asphalt that will deteriorate. Clay will pump.

The Commissioners thanked Mr. Morphew for his comments.

Computerized Operation/Training: Commissioner Borries said he is most interested in getting training for the office personnel at the County Highway; to begin to look into some P.C.'s. He'd like to get our office staff up to speed in relation to record keeping so these things can be put on disks and we can have timely information. We've had a road study that could probably be added

COMMISSIONERS MEETING March 22, 1993

to that. He knows budgets are always tight, but he'd like to see a way we could begin to work together and come up with some priorities in that area. We could put our budgets and maintenance on disks and.

Mr. Stoll said he met with Bill last week and computers was one of the things discussed.

Mr. Borries said as long as they're working on this. He believes this would improve their overall effectiveness in that part of the operation.

#### RE: CONSENT AGENDA

Upon motion made by Commissioner Hunter and seconded by Commissioner Tuley the Consent Agenda was approved. So ordered.

#### RE: OLD BUSINESS

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

#### RE: <u>NEW BUSINESS</u>

Boonville-New Harmony Rd.: Motion was made by Commissioner Hunter that any work done on Boonville-New Harmony Rd. be only in the form of routine maintenance, routine paving or whatever would be considered routine and that it not be a part of the 3-R Program or any other program at this time. Seconded by Commissioner Tuley. So ordered. Commissioner Borries asked that the record reflect that the Commission will forward this to EUTS.

<u>Lady Day, Inc.</u>: In response to query from Commissioner Borries, Attorney Kissinger said this matter is to be put on the Commission Meeting Agenda next week.

Executive Session: Commissioner Borries requested an Executive Session at 4:30 p.m. on Monday, March 29th, regarding Personnel Matters and asked Joanne Matthews to advertise same.

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

County Government Week: President Borries said there is a special meeting at 4:00 p.m. on Monday, March 29th, at the Auditorium for Department Heads and any County offices that wish to participate in County Government Week. Sandy Toton at the Auditorium had an idea that we'd be able to have an Exhibit one day to inform the public of the many services that County Government does perform.

Mr. Morphew noted he will not be available next week for the Department Head meeting as he will be sitting in the middle of a boat fishing. Commissioner Hunter again noted he will not be present.

Commissioner Borries said Mr. Morphew can either send a representative or submit his report. Mr. Morphew said he will ask Mr. Fred Howard to attend.

There being no further business to come before the Board, President Borries declared the meeting adjourned at 7:10 p.m., with announcement that the Drainage Board will convene following a ten minute recess.

#### PRESENT:

Richard J. Borries, President R. Patrick Tuley, Vice President Don Hunter, Member
Alan M. Kissinger, County Attorney
Cindy Mayo, Deputy Auditor
John Stoll, County Engineer
Bill Morphew, County Highway Supt.
Roger Elliott, SCT
Bill Brooks
Pete Helfrich
Joe Vezzozo, Jr.
Robert Zimmerman
Ruth Whipkey
Stan Whipkey
Melody Gruff
Suzanne Osborne
Evadean Gordon
Roger Utley
Others (Unidentified)
News Media

**SECRETARY:** 

Joanne A. Matthews

Richard J. Borries, President

R. Patrick Tuley, Vice President

Don Hunter, Member

1



RICHARD J. BORRIES DON L. HUNTER **PATRICK TULEY** 

#### **AGENDA**

#### VANDERBURGH COUNTY COMMISSIONERS

March 22, 1993

|                 | 5:30 P.M.  | - INIAI  |
|-----------------|--|----------|
| / <b>1.</b>     | CALL TO ORDER - 6 GM   | FINAL    |
|                 | INTRODUCTIONS  |          |
| <b>√3.</b>      | PLEDGE OF ALLEGIANCE   |          |
| ✓ 4.            | ACTION ITEMS   |          |
| A.              | Any group/individual wishing to address the commis   | ssion    |
| √ B.            | Open Bids $-\mathcal{P}^{\tau/\mathcal{D}^{(j)}}$ re: Sale of Honeywell Equipment  |          |
| / c.            | Roger Elliott/Data Processing  |          |
| √D.             | Resolution on HB 1107 PT/DN (Riverboat Gambling)   |          |
| $\sqrt{E}$ .    | Discussion of loan request by Collis Corporation   |          |
| $\checkmark$ F. | Coliseum Parking Lot _ DAIPT   |          |
| <b>/</b> 5.     | DEPARTMENT HEADS   | <b>\</b> |
| ,               | Alan Kissinger County Attorney John Stoll County Engineer *See attached engineer requests (see page 3) Bill Morphew County Highway | 1        |

#### 6. CONSENT ITEMS

- A. Travel/Education Requests
  - Coroner (1) Health (10)
- B. Approval/Acceptance of Commissioners Minutes for 3/15/93.
- C. Employment Changes

| Vanderburgh | County | Assessor | /Appointment |
|-------------|--------|----------|--------------|
|-------------|--------|----------|--------------|

Vanderburgh County Assessor/Release

Ramona Ireland/Bus/PP Deputy......16,342.00 3/01/93

- 8. OLD BUSINESS
- 9. NEW BUSINESS
- 10. MEETING ADJOURNED

#### Scheduled Meetings

| Mar 22 | Mon | County Commissioners:<br>Executive Session<br>Public Hearing regarding County Roads<br>County Commissioners<br>Drainage Board Immediately Following | 4:30 PM<br>5:00 PM<br>5:30 PM | RM 307<br>RM 307<br>RM 307 |
|--------|-----|---|-------------------------------|----------------------------|
| Mar 29 | Mon | County Commissioners  | 5:30 PM                       | RM 307                     |
| Mar 31 | Wed | County Council  | 3:30 PM                       | RM 301                     |

#### DRAINAGE BOARD IMMEDIATELY FOLLOWING

### COUNTY ENGINEER'S

### CONSENT AGENDA

### MARCH 22, 1993

#### ITEMS

| 1.         | CHANGE ORDERS (2) PETERSBURG RD BRIDGE #75 20<br>Change Order #2 \$1,455.00 increase<br>Change Order #3 \$ 218.17 increase | 3-4368         |
|------------|--|----------------|
| 2.         | CLAIMS:  |                |
|            | OHIO ST BR #3C 203-4345  |                |
|            | Bernardin Lochmueller (Inv. #92-68-1(10)   | \$1,557.29     |
| <i>.</i> · | PETERSBURG RD BR #75 203-4368  |                |
|            | American Timber Bridge (Inv 92A)   | 61 074 00      |
|            | American limber bridge (Inv 92A)   | \$1,074.00     |
| 1          | CONTRACTUAL SERVICES 203-3930  |                |
| 1          |  | 62 600 00      |
| •          | D. L. Savage (Inv. #536)   | \$3,600.00     |
|            | BRIDGE INSPECTION 203-3540   |                |
|            |  | 61 060 00      |
|            | Bernardin Lochmueller (Inv. 92-118-1(1)  | \$1,060.00     |
|            | CONTRACTUAL SERVICES 216-3930  |                |
| ļ          | Koester Contr. (Inv. #2242)  | \$10,152.21    |
|            | Roester Contr. (Inv. #2242)  | \$10,152.21    |
|            | EICKHOFF-KORESSEL 216-4827   |                |
|            | Bernardin Lochmueller (Inv. #90-040-1(22)  | 614 201 70     |
| •          | bernardin Locimuetter (Inv. #90-040-1(22)  | \$14,201.70    |
| 1          | LYNCH ROAD 216-4827  |                |
| 1          | Pornardin Tochmueller (Tny #00-020-1/15)   | 616 026 60     |
| -          | Bernardin Lochmueller (Inv. #90-038-1(15)<br>Bernardin Lochmueller (Inv. #86-28-1(44)                                      | \$10,030.00    |
|            | bethatain Documentar (1117. #00-20-1(44)   | \$ 423.00      |
|            | GREEN RIVER ROAD NORTH 216-4910  |                |
| 1          | So. Ind. Gas & Elec. (4723 Gr. River Ct)   | 6 53 33        |
|            | SO. ING. GAS & ELEC. (4/23 Gr. KIVET CT)   | <b>ə</b> 53.23 |
|            | U.S.I. INTERCHANGE 430 BOND  |                |
|            | Pownardin Lockmoollow (Tree #02-057-5/5)   | 60 221 20      |
|            | Bernardin Lochmueller (Inv. #92-057-5(5)   | 98,221.28      |
|            | Bernardin Lochmueller (Inv. #91-98-5(10)   |                |
|            | Bernardin Lochmueller (Inv. #89-24-1(33)   | \$13,545.46    |

\*\*\*\*Note: This claim cancelled subsequent to the meeting, per instructions of County Auditor.

\*\*\*

#### SOFTWARE MAINTENANCE AGREEMENT

Subject to the provisions contained herein, Touch Technologies, Inc. ("TTI") will provide maintenance service for certain proprietary software products ("software") to \_\_\_CITY\_OF\_EVANSVILLE/VANDER\_BURGH\_COUNTY ("Licensed User") located at \_\_COMPUTER\_SERVICES\_DEPT\_1\_NW\_MARTIN\_LUTHER\_KING\_JR\_BLVD\_RM\_205

The software maintenance provided hereunder shall apply only to proprietary software of TTI which is installed and made available to the Licensed User under a separate license agreement with TTI.

EVANSVILLE, 14,708

#### 1. MAINTENANCE SERVICES

TTI will maintain the software in an operable condition according to the specifications contained in the documentation supplied with the software. During the term of this maintenance agreement, TTI will make available to the Licensed User at the address above, without additional charge, such corrections and improvements which are not separately priced, as may be generally incorporated into the software.

The Licensed User shall also be entitled to receive, through the above address, product announcements and technical problem reports related to the software that may be generally distributed by TTI to its Licensed Users. The Licensed User shall be entitled to have two designated individuals contact TTI by mail or telephone (toll free from within the continental U.S.) for technical support and assistance in the use of the software without additional charge. Those individuals are \_\_\_\_\_ and \_\_\_\_\_\_.

Should these names change, the Licensed User is obligated to notify TTI in writing.

When necessary, TTI may require written documentation of a problem and other materials (dumps, etc.) to assist

TTI will provide prompt written acknowledgement and evaluation of Licensed User's SPRs. Resolution may include a for tape, supplementary documentation, a temporary means of circumventing the problem pending a new release, or other correction aids.

TTI's software maintenance services are limited to those problems which are demonstrable in the current release of the licensed software, running unaltered on the proper CPU or cluster, configuration. Prior releases of the software will be supported for up to six months after a new release is available.

The Licensed User shall be entitled to purchase such additional current copies of supporting documentation, materials, or training aids as may be determined reasonable by TTI from time to time-solely for the use in connection with the licensed software.

#### 2. MAINTENANCE TERM AND CHARGES

The above services are provided at no charge for the duration of a rental contract and during the first 90 days of a perpetual license.

TTI agrees to provide additional maintenance of the software, including error correction and enhancements not separately priced, and updated related material, on the terms and conditions of this section. The first additional maintenance period shall begin upon the expiration of the free maintenance period unless no later than sixty days prior to the said date Licensed User has given TTI written notice that the Licensed User wishes to terminate maintenance.

If Licensed User terminates maintenance as provided in the preceding paragraph and thereafter wishes to resume maintenance, Licensed User shall pay TTI, in addition to the current maintenance fee, a resumption charge based on TTI's then current policy for such charges.

The term of this agreement shall commence on MAR 23, 1993 and continue through MAR 22, 1994. Based on the information contained in the addendum which Licensed User warrants to be complete and accurate, the Licensed User shall pay TTI upon invoice the total sum of \$ 180.00 in advance for the entire term of the agreement. TTI shall have the right to cancel maintenance, without prior notice, if payment is not made within 30 days of the invoice due date.

REV 19/27/00

- 3. All materials of any kind provided to the Licensed User at any time in connection with any maintenance services are proprietary information of TTI, and shall at all times remain in the property solely of TTI, and are provided to Licensed User subject to the applicable provisions of this agreement, and for such purposes are deemed to constitute software.
- 4. IN NO EVENT SHALL TTI BE LIABLE TO LICENSED USER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS. SHAREHOLDERS, SUBSIDIARIES OR CUSTOMERS FOR ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS. LOSS OF PROFITS, OR ANY CONSEQUENTIAL, INCIDENTAL, AND/OR OTHER DAMAGES OF ANY KIND RESULTING FROM A BREACH OF ANY APPLICABLE EXPRESS OR IMPLIED WARRANTY, BREACH OF ANY OBLIGATION ARISING UNDER THIS AGREEMENT, OR OTHERWISE WITH RESPECT TO THE MANUFACTURE, LICENSE OR SUPPORT OF ANY TTI PRODUCT, WHETHER OR NOT TTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE LICENSED USER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO SUCH BREACH SHALL BE TO RECEIVE A REFUND OF THE AMOUNTS PAID TO TTI WITH RESPECT TO THE PERIOD DURING WHICH SUCH BREACH OCCURRED SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS AND EXCLUSIONS SET FORTH HEREIN MAY NOT APPLY TO YOU.
- 5. The construction and performance of this Agreement shall be governed by the law of the State of California.
- 6. This is the complete agreement of the parties with respect to the subject matter hereof and may only be modified in writing
- 7. This AGREEMENT and ADDENDUM represent the complete and exclusive statement of the Maintenance Agreement between the parties and supersedes all prior agreements, proposals, representations, and other communications between them with respect to maintenance. This Agreement may be assigned only with the written consent of TTI.

| LICENSED USER: CITY OF EVANSVILLE & TOUCH TECHNOLOGY TO THE TECHNOLOGY TO |  | TECHNOLOGIES, INC. |                                 |
|---|--|--------------------|---------------------------------|
| Ву:   | COMPUTER SRVICES DEPT (Authorized Signature) | . Ву:              | (Authorized Signature)          |
| Name:   |  | Name: _            | TOM PISZKIN                     |
| Title:  |  | Title:             | OPERATIONS V.P.                 |
| Date:   | Cust. ID:32278                               | Date:              |                                 |
| INV# 2710   | ADDE   | NDUM.              |                                 |
| INSTALLATION  | SPECIFICATIONS                               |                    | \                               |
| Software<br>Product   | Designated Equipm<br>(Make, Model, Serial N  |                    | Site Address                    |
| DLB   | PRIMARY LICENSE: MV3:                        | 100/               | 1 NW MARTIN LUTHER KING IR BI   |
|   |  |                    | RM _ 15<br>EVANSVILLE, IN 4770H |
|   |  |                    |                                 |

### SCT

City of Evansville/Vanderburgh County Computer Services
Civic Center Complex, Room 205
1 NW Martin Luther King Jr. Bivd.
Evansville, Indiana 47708
Fax (812) 426-5646

Roger Elliott, Site Director (812) 424-4578

Russell Riddle, U.L. Financial Systems (812) 426-5644

Chris H. Cox, Sr. U.L. Justice Systems (812) 426-5608

Larry Ice, Programmer/Analysist (812) 426-5242

Joseph Profaizer, Systems Manager (812) 426-5245

Menzie Strickland, Operationa (812) 426-5233

١

## AGENDA REQUEST

NAME OF REQUESTOR: Roger Elliott

REQUESTOR TITLE:

Director

**DEPARTMENT:** 

Computer Services Department

### REQUEST(S) BEING MADE:

• Signature on a Sortware Maintenance Agreement between Touch Technologies, Inc and the City of Evansville/Vanderburgh County. This agreement covers the Dynamic Load Balancer (DLB) recently purchased.

### DATE TO BE PLACED ON AGENDA:

County Commissioners Board of Public Works

Monday, March 22, 1993 Wednesday, March 24, 1993

| ACTION | CONSENT | OTHER |
|--------|---------|-------|
|        |         | UIREN |

The undersigned each represent and warrant that s/he is authorized to execute this document on behalf of the respective party and any and all actions necessary for this to constitute the valid and binding act of the respective party have occurred.

## for City of Evansville

| Ву                               |
|----------------------------------|
| Chris D. Melton, President       |
| Evansville Board of Public Works |
| Ву                               |
| Jack McNeely, Vice President     |
| Evansville Board of Public Works |
| Ву                               |
| Jack Corn, Jr., Member           |
| Evansville Board of Public Works |
| Attested By                      |
| Sharon A. Evans, Secretary       |
| Evansville Board of Public Works |
| Effective Date                   |
|                                  |
|                                  |
| for Vanderhurgh Coun             |

### for Vanderburgh County

| Ву   |
|--|
| Rick Borries, President                          |
| <b>Vanderburgh County Board of Commissioners</b> |
| ву   |
| Patrick Tuley, Vice President                    |
| Vanderburgh County Board of Commissioners        |
| Ву   |
| Don Hunter, Member                               |
| Vanderburgh County Board of Commissioners        |
| Attested By                                      |
| Sam Humphrey, Vanderburgh County Auditor         |
| Effective Date                                   |
|  |

BOARD\_SIGNATURES\_910213

#### SOFTWARE MAINTENANCE AGREEMENT

| Subject to the provisions contained herein, Touch Technologies, Inc. ("TTI") will provide maintenance proprietary software products ("software") toCITY_OF_EVANSUILLE/VANDER-BURGH_COUNT | service for certain |    |
|--|---------------------|----|
| proprietary software products ("software") toCITY_OF_EVANSVILLE/VANDER-BURGH_COUNT   | <u>Y</u>            |    |
| ("Licensed User") located at COMPUTER SERVICES DEPT 1 NW MARTIN LUTHER KING IR   | BLVD RM 205 -       |    |
| The software maintenance provided hereunder shall apply only to proprietary software of TTI which is in  | istalled and made   | /  |
| available to the Licensed User under a separate license agreement with TTI.  | EVANSVILLE,         | 12 |
|  | · 4                 | ٠. |

7.3

#### 1. MAINTENANCE SERVICES

TTI will maintain the software in an operable condition according to the specifications contained in the documentation supplied with the software. During the term of this maintenance agreement, TTI will make available to the Licensed User at the address above, without additional charge, such corrections and improvements which are not separately priced, as may be generally incorporated into the software.

The Licensed User shall also be entitled to receive, through the above address, product announcements and technical problem reports related to the software that may be generally distributed by TTI to its Licensed Users. The Licensed User shall be entitled to have two designated individuals contact TTI by mail or telephone (toll free from within the continental U.S.) for technical support and assistance in the use of the software without additional charge. Those individuals are \_\_\_\_\_\_ and \_\_\_\_\_\_\_.

Should these names change, the Licensed User is obligated to notify TTI in writing.

When necessary, TTI may require written documentation of a problem and other materials (dumps, etc.) to assist resolution.

TTI will provide prompt written acknowledgement and evaluation of Licensed User's SPRs. Resolution may include a fix tape, supplementary documentation, a temporary means of circumventing the problem pending a new release, or other correction aids.

TTI's software maintenance services are limited to those problems which are demonstrable in the current release of the licensed software, running unaltered on the proper CPU or cluster, configuration: Prior releases of the software will be supported for up to six months after a new release is available.

The Licensed User shall be entitled to purchase such additional current copies of supporting documentation, materials, or training aids as may be determined reasonable by TTI from time to time-solely for the use in connection with the licensed software.

#### 2. MAINTENANCE TERM AND CHARGES

REV 19/27/88

The above services are provided at no charge for the duration of a rental contract and during the first 90 days of a perpetual license.

TTI agrees to provide additional maintenance of the software, including error correction and enhancements not separately priced, and updated related material, on the terms and conditions of this section. The first additional maintenance period shall begin upon the expiration of the free maintenance period unless no later than sixty days prior to the said date Licensed User has given TTI written notice that the Licensed User wishes to terminate maintenance.

If Licensed User terminates maintenance as provided in the preceding paragraph and thereafter wishes to resume maintenance, Licensed User shall pay TTI, in addition to the current maintenance fee, a resumption charge based on TTI's then current policy for such charges.

| The term of this agreement shall commence on    | MAR 23, 1993                  | and continue through MAK                          |
|---|-------------------------------|---|
| 22, 1994 Based on the information               | contained in the addendum     | which Licensed User warrants to be complete       |
| and accurate, the Licensed User shall pay TTI   | ipon invoice the total sum of | \$ 180.00 in advance for the entire               |
| term of the agreement. TTI shall have the right | to cancel maintenance, witho  | ut prior notice, if payment is not made within 30 |
| days of the invoice due date.                   |                               |   |

- 3. All materials of any kind provided to the Licensed User at any time in connection with any maintenance services are proprietary information of TTI, and shall at all times remain in the property solely of TTI, and are provided to Licensed User subject to the applicable provisions of this agreement, and for such purposes are deemed to constitute software.
- 4. IN NO EVENT SHALL TTI BE LIABLE TO LICENSED USER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS. SHAREHOLDERS, SUBSIDIARIES OR CUSTOMERS FOR ANY COSTS OF PROCUREMENT OF SUBSTITUTE GOODS. LOSS OF PROFITS, OR ANY CONSEQUENTIAL, INCIDENTAL, AND/OR OTHER DAMAGES OF ANY KIND RESULTING FROM A BREACH OF ANY APPLICABLE EXPRESS OR IMPLIED WARRANTY, BREACH OF ANY OBLIGATION ARISING UNDER THIS AGREEMENT, OR OTHERWISE WITH RESPECT TO THE MANUFACTURE, LICENSE OR SUPPORT OF ANY TTI PRODUCT, WHETHER OR NOT TTI HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. LICENSED USER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO SUCH BREACH SHALL BE TO RECEIVE A REFUND OF THE AMOUNTS PAID TO TTI WITH RESPECT TO THE PERIOD DURING WHICH SUCH BREACH OCCURRED. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS AND/OR DO NOT ALLOW THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE LIMITATIONS AND EXCLUSIONS SET FORTH HEREIN MAY NOT APPLY TO YOU.
- 5. The construction and performance of this Agreement shall be governed by the law of the State of California.
- 6. This is the complete agreement of the parties with respect to the subject matter hereof and may only be modified in writing.
- 7. This AGREEMENT and ADDENDUM represent the complete and exclusive statement of the Maintenance Agreement between the parties and supersedes all prior agreements, proposals, representations, and other communications between them with respect to maintenance. This Agreement may be assigned only with the written consent of TTI.

| LICENSED USER:      | CITY OF EVANSVILLE & & VANDERBURG COUNTY      | TY OF EVANSVILLE & TOUCH TECHNOLOGY VANDERBURG COUNTY |                                |
|---------------------|---|---|--------------------------------|
| Ву:                 | (Authorized Signature)                        | Ву:   | (Authorized Signature)         |
| Name:               |   | Name: _   | TOM PISZKIN                    |
| Title:              |   | Title:  | OPERATIONS V.P.                |
| Date:               | Cust. ID:32278                                | Date:   |                                |
| INV# 2710           | ADDEN   | DUM   |                                |
| INSTALLATION        | SPECIFICATIONS                                |   | ,                              |
| Software<br>Product | Designated Equipme<br>(Make, Model, Serial Nu |   | She Address                    |
| DLB                 | PRIMARY LICENSE: MV310                        | )),   | 1 NW MARTIN LUTHER KING JR BLV |
|                     |   |   | EVANSVILLE, IN 47708           |
|                     |   |   |                                |

The undersigned each represent and warrant that s/he is authorized to execute this document on behalf of the respective party and any and all actions necessary for this to constitute the valid and binding act of the respective party have occurred.

## for City of Evansville

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|---|
| Chris D. Melton, President  |
| Evansville Board of Public Works  |
| EAGUSALITE DOGLG OF LEDITC HOLVE  |
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| Ву  |
| Jack McNeely, Vice President  |
| Evansville Board of Public Works  |
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| Ву  |
| Jack Corn, Jr., Member  |
| Evansville Board of Public Works  |
| Zidiibi2220 Douth of Indian House   |
| 0 h.b h 3 - m   |
| Attested By   |
| Sharon A. Evans, Secretary  |
| Evansville Board of Public Works  |
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| maa-ahlaa maka  |
| Effective Date  |
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| for Vanderburgh County  |
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| for Vanderburgh County  |
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| A Barrier   |
| By Rick Domes   |
| By Kick Domes Rick Borries, President   |
| By Rick Domes   |
| By Kick Domes Rick Borries, President   |
| By Nick Donies Rick Borries, President Vanderburgh County Board of Commissioners By Wille July  |
| By Nick Donies Rick Borries, President Vanderburgh County Board of Commissioners By Wille July  |
| By Nick Donies Rick Borries, President Vanderburgh County Board of Commissioners By Wille July  |
| By Donies Rick Borries, President Vanderburgh County Board of Commissioners   |
| By Nick Donies Rick Borries, President Vanderburgh County Board of Commissioners By Wille July  |
| By Nick Donies Rick Borries, President Vanderburgh County Board of Commissioners By Wille July  |
| By Rick Borries, President Vanderburgh County Board of Commissioners  By Mark July Patrick Tuley, Vice President Vanderburgh County Board of Commissioners  By Mark Board of Commissioners  |
| By Rick Borries, President Vanderburgh County Board of Commissioners  By Atrick Tuley, Vice President Vanderburgh County Board of Commissioners  By Don Hunter, Member  |
| By Rick Borries, President Vanderburgh County Board of Commissioners  By Mark July Patrick Tuley, Vice President Vanderburgh County Board of Commissioners  By Mark Board of Commissioners  |
| By Rick Borries, President Vanderburgh County Board of Commissioners  By Atrick Tuley, Vice President Vanderburgh County Board of Commissioners  By Don Hunter, Member Vanderburgh County Board of Commissioners  |
| By Rick Borries, President Vanderburgh County Board of Commissioners  By Atrick Tuley, Vice President Vanderburgh County Board of Commissioners  By Don Hunter, Member Vanderburgh County Board of Commissioners  |
| By Rick Borries, President Vanderburgh County Board of Commissioners  By Atrick Tuley, Vice President Vanderburgh County Board of Commissioners  By Don Hunter, Member Vanderburgh County Board of Commissioners  |
| By Rick Borries, President Vanderburgh County Board of Commissioners  By Atrick Tuley, Vice President Vanderburgh County Board of Commissioners  By Don Hunter, Member  |
| By Mick Downes  Rick Borries, President  Vanderburgh County Board of Commissioners  By Mick Fully  Patrick Tuley, Vice President  Vanderburgh County Board of Commissioners  By Don Hunter, Member  Vanderburgh County Board of Commissioners  Attested By Sam Humphrey, Vanderburgh County Auditor |
| By Rick Borries, President Vanderburgh County Board of Commissioners  By Atrick Tuley, Vice President Vanderburgh County Board of Commissioners  By Don Hunter, Member Vanderburgh County Board of Commissioners  |

SOARD\_SIGNATURES\_810213

## Board of Commissioners

306 ADMINISTRATION BUILDING CIVIC CENTER COMPLEX EVANSVILLE, INDIANA 47708



TEL. (812) 426-5241

March 18, 1993

Mr. Steve Dilk
Division of Local Transportation
Indiana Department of Transportation
Room 601N - Government Center North
100 North Senate Avenue
Indianapolis, Indiana 46204-2249

Re: County - Consultant Agreement

County of Vanderburgh - Bernardin, Lochmueller & Associates, Inc.

Project No.: ME-185(1) Lynch Road

BLA No.: 92-032-2

Dear Mr. Dilk.

The Board of Commissioners has selected Bernardin, Lochmueller & Associates, Inc. to perform the Construction Engineering on the referenced project. We are enclosing for your review and approval the following documents:

- 1. Agreement for Construction Engineering (two copies)
- 2. Manhour Fee Justification
- 3. Statement of Overhead Rate
- 4. Approved Consultant Selection Procedure
- 5. Minutes from Board of Commissioners Meeting Discussing Employment of Consultant
- 6. Copy of Request for Proposals with a list of Consultants Solicited including DBEs and WBEs and Proposals Received
- 7. Copy of Minutes from Board of County Commissioners Meeting Making the Consultant Selection

Services of consultant were needed due to the insufficient in-house capabilities of the County Road Department to accomplish the project.

Bernardin, Lochmueller & Associates, Inc., was selected for this project because of past performance in completing county projects in a professional and timely manner. They were also selected because of the qualifications of their staff to complete this project.

COUNTY OF VANDERBURGH

BOARD OF COMMISSIONERS

Richard 🖈 Borries, President

Patrick Tuley, Vice President

Den Hunter, Member

## Board of Commissioners



305 ADMINISTRATION BUILDING
CMC CENTER COMPLEX



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March 18, 1993

Mr. Steve Dilk
Division of Local Transportation
indiana Department of Transportation
Room 601N - Government Center North
100 North Senate Avenue
indianapolis, Indiana 46204-2249

Re: Lynch Road - Phase I, Construction Engineering

Project No.: M-E 185(1) BLA Project No.: 92-032-2

#### Gentlemen:

<u>Daniel Farvardin</u>, who is an employee of Bernardin, Lochmueller & Associates, Inc., is hereby designated full-time Resident Project Engineer for the construction of project M-E 185 (1). It is understood that in this capacity he will be in full-time direct control of the project, and will follow the established procedures of the Indiana Department of Transportation in the discharge of his duties. It is also understood that in this capacity he will be working under the supervision of the INDOT District Area Engineer and will look to that office for advice and instruction.

The County of Vanderburgh will also utilize the services of the following personnel on the project:

- 1. Charles R. Mills, Coordinator Engineer
- 2. Bob Girdley, Inspector I
- 3. Diane Hadley, Inspector III
- 4. Shirea Mills, Weighman
- 5. Perry Jones, Party Chief
- 6. Greg Thomas, Instrumentman
- 7. Mike Burress, Rodman
- 8. Frank Berry, Rodman

Who are employed by Bernardin, Lochmueiler & Associates, Inc., in accomplishing the overall supervision of this project. The testing equipment is listed on the attached sheet and will be supplied for this project by Bernardin, Lochmueiler & Associates, Inc.

The engineering staff of Bernardin, Lochmueller & Associates, Inc., shall maintain all books, documents, paper, accounting records and other evidence pertaining to the cost incurred and shall make such materials available at their respective office at all reasonable times during the contract period and for three (3) years from the date of final payment.

Mr. Steve Dilk Lynch Road - Phase I, Construction Engineering March 18, 1993 Page 2

The Federal Highway Administration, the State of Indiana, or other authorized representatives of any unit providing money for the project shall be furnished copies thereof if requested.

Very truly yours,

COUNTY OF VANDERBURGH

BOARD OF COMMISSIONERS

Richard J. Borries, President

Patrick Tuley, Vice President

Don Hunter, Member

## INDIANA DEPARTMENT OF TRANSPORTATION CHANGE ORDER

| Proje   | ct No        | BRZ-(.9982(012.  | )              | Contra         | ct No B.–19                            | 9.810          | • |             |            |    |
|---------|--------------|--|----------------|----------------|--|----------------|---|-------------|------------|----|
|         |              |  | •              |                |  | Cha            | nge Order N                             | o2 .        | <b></b>    |    |
|         |              | andard Specifications fo<br>Give location, description |                |                | r such work to                         | be performed   | d, the followi                          | ng cha      | nge i      | 5  |
| Fc      | or type      | BS-8 Expansion   | joint ne       | eded to        | control ex                             | pansion        | properti                                | es o        | £          | _  |
|         |              | #10696 bridge<br>3"x6" wood ke                         |                |                |  |                |   |             |            |    |
|         |              | ructures adjace  |                |                |  |                |   |             | ct.        |    |
|         |              |  |                |                |  |                |   |             |            | -  |
|         |              |  |                |                |  |                |   |             |            | -  |
|         |              |  | INCREASE       |                | DECREASE                               |                | % CHANGE                                |             |            |    |
| NO.     | DE           | SCRIPTION OF ITEM                                      | UNIT<br>PRICE  | QUANTITY       | AMOUNT                                 | QUANTITY       | AMOUNT                                  | c.o.        | TO<br>DATE | _  |
| EW      | BS-8 ty      | pe exp. jolbnt   | \$33.00        | 54 LFT         | \$1,782.00                             |                |   | 180         | 100        | *  |
| EW      | 3"x6" k      | eyway  | \$ 4.00        | 56 LFT         | \$ 224.00                              |                |   | 100         | % 1        | фо |
|         |              |  |                | <del>,</del>   |  |                |   |             |            |    |
|         |              |  |                |                |  |                |   |             |            |    |
|         |              |  |                |                |  |                |   | _           |            |    |
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| L_      |              |  |                |                |  |                | ·                                       |             | L          |    |
| L       | †            | " FOR EXTRA WORK ITEMS                                 |                | TALS \$2,000   | 00.1                                   |                |   | .59         | 1%         |    |
|         | PLACE "FA"   | FOR FORCE ACCOUNT ITEM                                 | IS NET         | PAKKADOKSKO    | ESTIMATED COST                         | \$ 2.006.      | 00                                      |             |            | J  |
| lt is t | he intent of | the parties that this ch                               | ange order is  | full and com   | plete compensa                         | tion for the v | vork describe                           | d abov      | e.         |    |
| Notif   | ication and  | consent to this change                                 | in plans is he | ereby acknow   | edged.                                 | •              | * ,                                     | j           |            |    |
| Conti   | ractor BLA   | NKENBERGER BROS.                                       | INC. BY        | , Jan          | Jessie                                 | [              | Date _3/19                              | /93         |            | _  |
|         |              | Consideration  |                |                |  | •              | ,                                       | ,           |            |    |
|         |              |  | X M            | ghan           | 1. Post                                | ulo            |   |             |            |    |
| PE/S    |              | D.E.<br>CONST.   |                |                | Y S                                    |                | ·                                       | <del></del> |            |    |
| AE      |              | ENGR.  |                | <del>)</del> / |  |                | *************************************** | _           |            |    |
| DCE     |              | CHIEF<br>DIV.  |                | <u> </u>       |  |                |   |             |            |    |
|         |              | Approve  | d for India:   | na Departme    | ent of Transpo                         | rtation        |   | _           |            |    |
|         |              |  |                |                |  | -              |   |             |            |    |
|         | (\$1         | GNATURE)   |                | (TITLE         | ······································ |                | (DATE)                                  |             |            | -  |
| State F | orm 35929 (R |  |                |                |  |                |   |             |            |    |



David Franklin Project Superintendent Vanderburgh Auditorium 715A Locust Street Evansville, IN 47708

Re: Quote on 6x3 Keyway

B-19810

Dear David;

As per your request, following is the breakdown on the quote for the 6x3 keyway that was added when the above mentioned project was redesigned.

Material Labor & Equipment \$1.00/1ft \$3.00/1ft

We hope this breakdown meets with your approval and if you have any questions feel free to contact us.

Cordially,

BLANKENBERGER BROTHERS. INC.

Jim Jessee P.E

Estimator

cc: File

R.R. No. 1, Box 69 Cynthiana, IN 47612 (812) 845-2717 FAX (812) 845-2727 VANDERBURGH COUNTY PUBLIC WORKS DEPARTMENT
715A Locust Street
Evensville, Indiana 47708

| ACCNT NO: <u>203-4368</u>  | PROJ.:                           | Br #7                                | <u>~</u> co  | NTRACT N                               | o: Vc                 | 92-10-0                         |
|--|----------------------------------|--------------------------------------|--|--|-----------------------|---------------------------------|
| The following change(s)  During execution  man piles to be  previous brides  from the pier rem | is (are)  of ex  ported  out the | recomments fing found found required | ded. (Give<br>foadway<br>ed bur<br>end req<br>ouired b | to allo<br>to allo<br>red pie<br>d rem | escr. and for formal. | d reason)  dead-  m a  The void |
| CONTRACT ITEM  | UNIT<br>PRICE                    | INC<br>QUANT.                        | REASE  |  | REASE<br>AMT.         | % OF<br>CHANGE                  |
| #12 "B" Borrow   | 12910                            |                                      | B/ 45500   | 20.00                                  |                       | 108%                            |
|  |                                  |                                      |  |  |                       |                                 |
|  |                                  |                                      |  |  |                       |                                 |
|  |                                  |                                      |  |  |                       |                                 |
|  |                                  |                                      |  |  |                       |                                 |
| CHANGE DOES NOT<br>RESULT IN A CUM.  | TOTALS                           |                                      | 145500   |  |                       |                                 |
| CHANGE OF 20% TO ANY ITEM CONSTITUTING 5% OF THE ORIGINAL CONT.                                | NET                              | increased<br>Decreased               | ESTIMATI   | ED COST \$                             | 1455                  | 00                              |
| igned:   |                                  | Title:                               | aix C  |  | Date: 🖟               |                                 |
| NOTIFICATION AND CONSI   | 9 / ,                            | HIS CHANG  By:                       | B IN PLANS   |  | BY ACKNO<br>Date: _   | WLEDGED.                        |
| investigated and the following   |                                  | recommend                            | lations mad  | le:                                    |                       |                                 |
| COARD OF COUNTY COMMISS  |                                  | F VANDERE                            | URGH COUNT   | ry, INDIA                              | NA                    |                                 |
| Vice-President   | =                                |                                      |  | A                                      | TTEST:                | ·                               |
| Member   |                                  |                                      |  |  |                       |                                 |

## VANDERBURGH COUNTY ENGINEERING DEPARTMENT Room 325A Administration Building

Civic Center Complex Evansville, Indiana 47708 CO#3
Finel

|  | E, V G1 10 V  | itte, include | 47700      |                |                    |                |
|--|---------------|---------------|------------|----------------|--------------------|----------------|
| ACCNT NO: 203-4368   | PROJ.:        | Br # -        | 75 c       | ONTRACT NO     | o: <u>Ve 9</u>     | 2-10-0         |
| The following change(s)  - Following list sho  replacement.                      | mus fi        | nal qua       | nties r    | eg'd. fo       |                    |                |
| - This change order  | r will        | close         | out pr     | ojeeT,         |                    |                |
| CONTRACT ITEM  | UNIT<br>PRICE | INC<br>QUANT. | REASE      | DECI<br>QUANT. | REASE<br>AMT.      | % OF<br>CHANGE |
| 7 - Driving Timber Pila  | 200           |               |            | 1              | 12 00              | - 0.1%         |
| #8 - Dumped Rip Rap  | 1334          | 3/            | 41354      |                |                    | +11%           |
| *13- Comp. Ang. Base   | 4 /4 28       | 군             |            | 20             | 28500              | ±12%           |
| *14- HAC Base  | \$5202        | 1.84          | \$ 95.74   |                |                    | +3%            |
| *15-HAC Binder   | 4389          | 14.90         | 653 22     |                |                    | +20%           |
|  | 4463          |               |            | 18.56          | 828.33             | -30%           |
| *21- 15" CMP   | 13 20         | 13.0          | 171.60     |                |                    | +34%           |
|  |               |               |            |                |                    |                |
| CHANGE DOES / DOES NOT   | TOTALS        |               | 1334.10    |                | 1115.93            |                |
| RESULT IN A CUM. CHANGE OF 204 TO ANY ITEM CONSTITUTING 54 OF THE ORIGINAL CONT. | net [         | INCREASED     | _ ESTIMATI | ED COST \$     | Z/8 <u>17</u>      | 2              |
| Signed: Lank   | <b>4</b>      | Title:        | aut Co     | Eng            | Date: 3            | 17/93          |
| NOTIFICATION AND CONSI   | ENT TO THE    |               | B IN PLANS | •              | BY ACKNOW<br>Date: | LEDGED.        |
| Investigated and the following   |               |               | ations mad |                |                    |                |
|  |               |               |            |                |                    |                |
| BOARD OF COUNTY COMMISS  | LONERS O      | F VANDERE     | URGH COUN  | ry, INDIA      | NA                 |                |
| President<br>Vice-President  | _             |               |            | A.             | TTEST:             |                |

#### Vanderburgh County Commission Resolution Supporting Adoption of Indiana House Bill 1107 Authorizing Riverboat Gambling

Whereas, there is currently a bill pending before the Indiana legislature designated House Bill 1107, which would permit Riverboat Gambling in communities adjacent to the Ohio River; and

Whereas, the Board of Commissioners of Vanderburgh County believe that the passage of legislation permitting Riverboat Gambling would result in increased employment opportunities, increased tourism, and additional investment in the local economy, as well as generating additional revenues from wager, admission and sales taxes estimated to exceed five million dollars a year; and

Whereas, passage of House Bill 1107 would generally benefit Vanderburgh County and its residents; and,

Whereas, House Bill 1107 provides that a binding referendum will be submitted to the residents of Vanderburgh County so that they will have the opportunity to vote on the issue of whether Riverboat Gambling should be permitted.

Now Therefore, Be It Resolved that the Board of Commissioners of Vanderburgh county hereby declares its support for House Bill 1107, and urges its adoption by the Indiana Legislature.

This Resolution shall become final, binding and in full force and effect immediately upon it passage and upon the execution hereof by members of the Board of Commissioners of Vanderburgh County, or a majority of them.

Dated this 22 day of March, 1993

Board of Commissioners of Vanderburgh County

Richard Borries, President

Patrick Tuley, Vice-President

١

Don Hunter, Member

## RIVER BOAT GAMBLING



#### Evansville, Indiana

## WHAT IT COULD MEAN FOR OUR COMMUNITY

-One boat with a 1000 passenger capacity would employ nearly 1000 people.

-An annual payroll of more than \$19 million with an average wage of \$10.00 per hour.

-Nearly 1,000,000 new visitors to Evansville.

-State Gaming Tax could exceed \$6 million.

-Local Government Share of Gaming and Admission Taxes would be around \$5 million.

-More than \$6 million in new sales taxes.

-Revitalize the Evansville downtown.

-The total economic impact would be nearly \$82.8 million . \$43 Lodging 51%; \$22.2 Retail Sales 27%; \$9 Entertainment 11%; \$8.2 Food & Bev. 11%

Casino Style Gambling is now legal in Iowa 20%, Illinois 15%, Mississippi 15%, Missouri, California, Florida, Hawaii, Louisiana 18.5%, Texas, South Dakota 8%, Colorado 8%, Washington, Connecticut, Nebraska, Michigan, Wisconsin and of course Nevada 6.5% and New Jersey 8%. Gaming does occur on many Indian reservations.

Tax rates are in italics.

#### North Kansas City, MO

Harrah's is building a \$50 million, 1550 passenger casino boat and will begin operating early in 1994.

Harrah's is owned by Promus corporation and they currently are developing projects in Joliet, IL, Vicksburgh MS and Shreveport, LA Harrah's is expecting to attract 1.5 million passengers per year in North Kansas City.

#### Alton, Illinois

The Alton Belle has around 900,000 passengers each year. The boat, which carries 490 passengers, generated gross sales of \$17.8 million. They pay out \$8.5 million in state taxes and \$3.4 million in local taxes per year.

1/7/93 Argosy Gaming Company offered stock and is trying to raise \$45.2 million

#### Rock Island, Illinois

Casino Rock Island carries 830,000 people each year. The operation collects\$5.7 million in State Gaming Taxes and \$2.4 million in local gaming taxes. The average hold is around \$40.00 per player.

#### East St. Louis, Illinois

The Casino Queen owned by the Arch Paddle Boat Company will employ 900 people. They has 2500 applications in two days.

## QUICK FACTS ON RIVERBOAT GAMING

| Воат                            | ATTENDANCE | <b>EMPLOYEES</b> | LOCAL TAXES        |
|---------------------------------|------------|------------------|--------------------|
| THE PRESIDENT DAVENPORT, IA     | 1,170,476  | 1200             | <b>\$1,540,000</b> |
| ALTON BELLE                     | 900,000    | 500              | \$3,400,000        |
| EMPRESS JOLIET (6 MONTHS)       | 1,200,000  | 1080             | \$5,600,000        |
| Casino Belle<br>Rock Island, IL | 800,000    | <b>750</b>       | \$2,100,000        |
| Par-A-Dice                      | 1,200,000  | 825              | \$3,900,000        |

Rover Boat Gambling Wo Robert ZIMMEMAN Ruth Whipkey

### SOLDIERS AND SAILORS MEMORIAL COLISEUM

300 Court St., P.O. Box 3764 Evansville, Indiana 47736-3764 812 424-5879 422-2467 FAX 424-2798

March 17, 1993

Commissioner Rick Bories, President, Vanderburgh County Commissioners 7517 Taylor Circle Evansville, Indiana 47715

Dear Commissioner Bories:

The Veterans Council charged this office with conduction and informal survey on the use of the parking lot adjacent to the rear of the Coliseum Building, during the month of February. The result of that survey is hereby passed along for your information and/or adification.

During the calender month of February the highest number of cars on the Collseum Parking Lot was fourteen, occurring on the first and second Sundays, during church services next door. These cars left the lot by noon. During the week (Monday through Saturday) the highest number of cars registered on any given day was eight and the lowest number none, which occurred on the third Saturday. The overall average per day, including Sundays, was six cars, for a total of 229 for the month.

Hoping this data will be useful to you, I remain,

Sincerely

a

Mark Acker, Building Manager

## CITY OF EVANSVILLE OFFICE of CITY CLERK

Room 314 Civic Center Complex
1 NW Mertin Luther King, Jr. Blvd.
EVANSVILLE, INDIANA 47708

® 🎾 I

FRANK F. McDONALD II

MARSHA ABELL CITY CLERK

March 19, 1993

Ms. Debra Jones 2315 Harding Avenue Evansyille, Indiana 47711-4125

Re: Parking in Coliseum Lot

Dear Ms. Jones:

Thank you for your letter of March 12, 1993, in reference to the above. I will attempt to respond to your concerns.

I realize that more people were parking in the coliseum lot prior to the installation of the parking meters. But, prior to the installation of the meters, the parking lot had not as yet been paved. Paying and continual upkeep of a parking lot is expensive and there is need to recover those expenses. It only makes good business sense to charge the people who use the facility for the cost of upkeep.

Currently, the cost of parking at those meters is 25¢ per 2.5 hours or \$1.00 for an entire 10 hour day. That is an extremely low rate to pay for parking of your vehicle. This daily rate also aids those people who work only part time and do not want to lease space on a monthly basis for a few days a week. This allows them to pay to park only on those days that they work.

Additionally, the City of Evansville, Vanderburgh County, nor the Veterans (who lease and manage the coliseum) want to be competition to the independent lot owners who lease space on a monthly basis. It is the purpose of government to assist those living and working in the municipality; not compete with its business owners. By creating a free nicely paved lot so close to the downtown, we would be competing with those independent lot owners.

While the Parking Meter Department is under my jurisdication, the final decision on parking meters in that lot does not rest with me. That lot is leased to the Veterans but is owned by the county. Consequently, I am forwarding your letter along with a copy of my response to you, to Rick Borries, president of the Vanderburgh County Commission, and Mark Acker of the Veterans.

Yours truly,

Marsha abell

Marsha Abell City Clerk

MA/me

Rick Borries 🧎 cc:

Mark Acker

Rich-Feel free to call me on this if you have questions.

Iam writing to you about the parking meters located in the parking Lat behind the Evanduille (alixum. Before the addition of the parking meters, many people were using parking lot because it was very convenient for them while they were shopping in the Downtown area. Since the parking meters were added, the parking lot has been empty meaning mome parks brack there. Even though it was based on good intentions, this addition has done more harm than good.

I believe that these parking meters should be removed because some of the Downtown stores and shops are losing money because of it. There are no parking spaces left on the side streets and there is no other place to; park.

Please take my opinion under careful consideration. Thank You.

Delea y Jones 2315 Harding Ave.

Evanville, AV, 47711-4125

# VANDERBURGH COUNTY HIGHWAY DEPARTMENT PROGRESS REPORT Friday, March 12, 1993 thru Thursday, March 18, 1993

#### Friday, March 12, 1993

Gradall & Two crews ditched Korff Road.

Rock Crews - Two crews spread rock on Young Road and County Line East.

Grader - worked on Little Schmuck, Maasberg Road, Lutterbach and Mann Road.

Beltloader and One Crew - worked on Schaeffer and Kissel Roads.

Garage - one crew washed and waxed trucks, one crew worked on new offices, and one crew worked on paver.

Trash Crew - hauled trash from the garage.

#### Monday, March 15, 1993

Gradall & Two Crews - ditched Korff Road.

Patch Crew - worked on Allens Lane, St. Joe Avenue, Wimberg and Harmony Way.

Rock Crews - Two crews spread rock on Young Road, County Line, Fitzgerald, Maasberg, Lutterbach and Mann Road.

Grader and One Crew - graded Kissel Road, Sensmier, Staub Lane and Acre Drive. Tree Crews - Two crews worked on Baseline Road, Hwy 41 and Peck, and Old State and Cemetary.

One Crew ran barricades.

Garage - one crew washed and waxed trucks and one crew worked on new offices.

#### Tuesday, March 16, 1993

Gradall & Two crews - ditched Korff Road.

Trash Crew - worked on Green River Road.

Rock Crews - Three crews hauled rock to Huebner, Hornby and Old Boonville Hwy - bus turnaround.

Grader and Little Roller - worked on Waterworks Road and at Burdette Park. Two crews cut bleeders and cleaned drains in sub divisions including Melody Hills and Evergreen Acres.

Garage - One crew worked on new officrs, one crew washed and waxed trucks and one crew worked on the paver.

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#### Wednesday, March 17, 1993

Gradall & One crew installed driveway culvert at 3801 Kuebler Road.

One crew cleaned debris from Old Henderson Road.

Tree Crews - worked on Old Boonville Hwy - school bus turnaround.

Patch Crews - two crews worked on Old Petersburg Road, Ruffian Way, Wimberg Road and Inglefield Road.

Rock Crews and Grader - Three crews hauled and spread rock on County Line East.

Garage - one crew worked on new offices, one crew washed and waxed trucks.

#### Thursday, March 18, 1993

One crew cleaned debris from Old Henderson Road.

One crew hauled rock to Cypress Dale Road.

One crew worked at Burdette Park.

Patch Crews - Two crews patched on Inglefield, Wimberg, Evergreen and Old State Road, St. Joe Ave, Harmony Way and Boonville New Harmony Road.

Garage - one crew built and painted barricades, one crew worked on new offices and one crew washed and waxed trucks.

# VANDERBURGH COUNTY BRIDGE CREW PROGRESS REPORT Friday, March 12, 1993 thru Thursday, March 18, 1993

#### Friday, March 12, 1993

Crew #1 & Backhoe - installed guardrail and stacked Duracrete at Korff & Volkman Road, Kuebler Road, and cleaned off bridges on Baseline Road.

Crew #2 - Cut grate for drop box on Baumgart Road, cleaned Old State Road and Stringtown Road Bridges.

#### Monday, March 15, 1993

Crew #1 - Installed drop box on Skyline Drive and sawed road on Old Henderson Road. Crew #2 & Backhoe - repaired pipe on 11th Avenue.

#### Tuesday, March 16, 1993

Crew #1 - Sawed Old Henderson Road and Skyline Drive to install culvert.
Crew #2 & Backhoe - Worked at 601 W. Mt. Pleasant Road, and cleaned culverts
on Mohr & Kacer Road and Little Schmuck Road.

#### Wednesday, March 17, 1993

Crew #1 - Installed culvert pipe at 3801 Kuebler Road and sawed the road at 601 W. Mt. Pleasant Road.
Crew #2 - clean bridgrs and check ends of pipes on Schlinsker and Volkman.
Backhoe - broke up concrete in yard.

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#### Thursday, March 18, 1993

Crew #1 & 2 - Cut out and Duracrete St. George Road Bridge. Backhoe - broke up concrete in yard.

#### MINUTES COUNTY COMMISSION MEETING MARCH 29, 1993

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| Meeting Adjourned at 6:45 p.m  | 15 |

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#### MINUTES COUNTY COMMISSION MEETING MARCH 29, 1993

The Vanderburgh County Board of Commissioners met in session at 5:30 p.m. on Monday, March 29, 1993 in the Commissioners Hearing Room with President Rick Borries presiding. Commissioner Hunter was absent.

#### RE: <u>INTRODUCTIONS & PLEDGE OF ALLEGIANCE</u>

President Borries called the meeting to order, welcomed the attendees, introduced Commissioner Tuley and himself and members of the County Staff (Kissinger, Abell, Humphrey, Stoll, and Matthews). He subsequently asked the group to stand for the Pledge of Allegiance.

Commissioner Borries asked if there are individuals/groups 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: <u>AUTHORIZATION TO ADVERTISE FOR BIDS FOR COPIER</u> FOR SHERIFF'S SUBSTATION

Ms. Susan Jeffries of the Purchasing Department requested permission to advertise for a high volume copier (a machine that would copy 100,000 copies plus per month) for the Sheriff's Substation on April 2 and April 9, with bid opening on April 19th. The Sheriff has available funding.

Upon motion made by Commissioner Tuley and seconded by Commissioner Borries the Board authorized advertising for the bids. So ordered.

# RE: PETITION TO VACATE A PART OF EAST INDIANA STREET, A PART OF EAST FRANKLIN STREET, AND THREE (3) EASEMENTS IN HESTERRAY SUBDIVISION

Attorney Mike Mitchell was recognized and stated he represents the petitioners. He said there are actually three parcels involved — the portion of East Indiana Street within the county between Burkhardt Rd. and the city limits. Also, there is a portion that is kind of dead end of East Franklin that is in Hesterray Subdivision and the portion of the public easements that are within the subdivision. He talked with Joanne Matthews and she's given the Commission two suggested dates for the hearing. At this time he is asking the Commission to consider April 19th for the hearing. That is the rezoning meeting and they've done the same thing with the City Council, because the vacation and the zoning are mutually dependent upon one another. If we heard one earlier and it went through and the other one didn't, then we'd have to go back. While the Commission will vote on it separately, the issues are all the same and would be presented under the same presentation that night.

Upon motion made by Commissioner Tuley and seconded by Commissioner Borries, the Board set the hearing for April 19, 1993 at 5:30 p.m. So ordered.

In response to query from Commissioner Borries, Attorney Mitchell said the Board could conduct the hearing and have the vote contingent to a passing vote at the rezoning portion of the meeting.

#### RE: <u>EUTS/FEDERAL AID PROJECTS</u>

Mrs. Rose Zigenfus, Director of EUTS, was recognized and stated that each year as part of their responsibilities to assist the County, it is her pleasure to bring Federal Aid applications to the Commissioners for signature. This year we are applying for Federal Aid funds for the Burkhardt Rd. improvement at Norfolk-Southern Railroad Crossing between Morgan Avenue and Oak Grove Rd. For total construction cost we're looking at \$71,800, with the Federal share being \$64,620. All those projects are funded at 80%-20% and they are programmed for construction in 1994. The second project is the Franklin Street Bridge over Pigeon Creek just north of S.R. 62 or the Lloyd Expressway. We're looking for bridge rehabilitation at a total cost of \$2,200,000 - Federal share being \$1,760,000. This is programmed for construction in 1994.

Commissioner Borries entertained questions of Mrs. Zigenfus. There were none.

Continuing, Commissioner Borries said that he has had some concerns—particularly because of the Boonville-New Harmony Rd. —— so he would like to say that he thinks it very important this Board be assertive enough that they maintain information, so to speak, to stay in the loop in regards to these particular projects. These two he certainly can support and he will wait for Commissioner Tuley's approval. In relation to the Boonville-New Harmony Rd., frankly, he thinks the planning portion got way out front of what this local Board needed to address in that situation. They received a tremendous amount of letters—probably more than he can remember on any one issue, short of the landfill—and he wanted to take time to read a portion of what one person wrote back to them (one of the few responding to what we did) and she said, "We'd like to take time to thank you on the recent decision not to widen Boonville-New Harmony Rd. Our house has been at its present location for over 75 years and we've taken great pride in renovating it. Stopping this road project has again given us the peace of mind that we will be able to enjoy our home for years to come." Mr. Borries said that 'response' is the key issue here. He would ask Mrs. Zigenfus if there is a time—perhaps once a month—that she (or her representative) could come to the Commission meeting and give reports to this elected Board about what is going on? He would not suggest that we do this either the third Monday (rezoning night) or the fourth Monday (Drainage Board) but either the first or second Monday of the month would be fine.

Mrs. Zigenfus said she'd be glad to do that.

President Borries said he also has concerns about a memo that came from the City of Evansville (Leslie Blenner) and asked if Mrs. Zigenfus is aware of the memo regarding the EUTS vehicles and the Auditorium parking lot use.

Mrs. Zigenfus said she hasn't seen it. She's sure.....

Mr. Borries continued, saying the memo came to the Commission office and says,..."the Policy Committee is allowing EUTS vehicles to be parked in the Auditorium parking lot and it cost \$360.00 per year to the taxpayers that fund EUTS, both federal and local. To my knowledge this is a luxury not afforded the city, county or other governmental employees -- having government pay for special parking arrangements. In effect, it is an employee fringe benefit." She is requesting that the Policy Board review its practice of approval of claims paying for this service in the future. Mr. Borries said the memo was directed to him and other EUTS Policy members.

Mrs. Zigenfus said she has not seen the memo and asked when the memo is dated.

Mr. Borries said it is dated March 16th.

Mrs. Zigenfus said, "Let me explain why we are doing that. We are in and out of the office -- neither of those vehicles are take-home vehicles. They are parked there because the staff members are in and out of the office continually throughout the day and it is more of a convenience in not having to walk to the back forty for them than it is for anything else."

Mr. Borries said, "But it would be for the Vanderburgh County Health Department or caseworkers that are in and out entirely—and we've gotten requests about this. Frankly, from the standpoint of being able to set policy, I don't want to do that—because then I've got every parking slot that would have that kind of thing. This will have to be brought up at the Policy Board, but the County still maintains this lot and, frankly, I don't see where we have those kinds of budgetary frills that we could expend. We keep telling people time and time again that we have to watch our budgets and we have to do just that. As I say, I didn't initiate this, it came from Leslie Blenner. These are the kinds of things that we need to respond to, since we have to make a decision at one point or another."

Mrs. Zigenfus said she is sure there is a copy in the mail to EUTS, but she has not yet seen the memo.

Mr. Borries said he would recommend that this practice be stopped. If we allow it for one -- we have Area Plan, the Health Department -- a tremendous number of offices who have caseworkers who go in and out -- and at this point I don't want to recommend that that be allowed. You have the Fire Department and many other city offices that would also like to use the close parking area.

Mrs. Zigenfus said she understands. She didn't realize there was a problem -- nobody has said anything.

Mr. Borries said that apparently there is a problem. She wrote the memo to him and asked for discussion. This is why he thinks it is very important that she -- or someone she designates -- be here to provide the Board with on going information about the activities of that office.

Commissioner Tuley said Mrs. Zigenfus' name isn't even on the memo to receive a carbon copy, so they will make a copy for her.

Mrs. Zigenfus said she is not surprised.

There being no further discussion, motion was made by Commissioner Tuley to approve the Federal Aid Applications, as outlined by Mrs. Zigenfus, and forward same. Commissioner Borries seconded and so ordered.

#### RE: <u>VETERANS COUNCIL/COLISEUM PARKING LOT</u>

Mr. Mark Acker was recognized and said he comes before the Board this evening for various reasons concerning the parking lot adjacent to the Coliseum. They have had a working understanding for a period of time and now understand with the change of the parking meters in the parking lot, they'd like to address concerns they now have. They realize there are 76 slots in the parking lot. They want to make sure they are available to the general public as needed to enhance the visiting and use of the Coliseum and the Old Court House. They understand with the moving of certain county offices there are going to be parking requirements for those offices. They'd also like to point out to the Commissioners that on any one given day, as reported, they had six to eight automobiles in the parking lot. Most of them did not want to pay. The Commissioners were down today and know that the parking on both

sides of Market and Court streets (Coliseum Court now) are parked up with vehicles from Industrial Contractors for the renovation of the new bank building at the old Sears facility. Once the parking meters are removed we run into a problem they feel they'd like to get ironed out at this point. As the Commissioners witnessed today, their loading dock for the Coliseum was once in the alley that is now part of the parking lot (to the rear of the building the south side of the parking lot) for load in. He's had several phone calls from people distressed because they've had to close the lot when they have large shows. He wants to be emphatic on the part of the Veteran's Council on this -- that lot has never been closed except when it was an absolute necessity, because they have show venues that come into our area with at least two large semis full of lights, sound equipment, catering services, etc., and they try to get those in, placed, and then open the lot to access to general parking. They have very few occasions where the vendor (the individual production company) has had restrictions given to the Veteran's Council as to where their equipment is to be put and the security of that equipment. What they think might be a viable or at least an avenue to try to remedy the problem, they'd like to see the Commissioners consider adding a new entrance and exit on the north side where Ingle Street is, so if they have to block off to the rear of the building for these semis to get in and load, they can still make 50 spots available to the general public. This way they are not blocking the existing entrance and exits. The way the configuration of the entrance and exits to this parking lot are designed, the runway is directly behind the building. You stick a 60 ft. semi across that, along with other trucks, the traffic must come in, flow around the parking lot and try to come out on the other side. They think another entrance and exit would ease this problem. That way they could chain the two sides off and allow traffic still to come in from the Ingle street side. Also, people do not take the courtesy when they round the corner coming onto Coliseum Court and enter what is now called the 4th Street side into that parking lot. They are not traveling at a safe speed -not at all. They're afraid that someone loading or unleading trucks is going to get hit and then we'll have a liability problem. They'd like to address the issue and make the parking lot viable to everybody and, hopefully, as their proposal was outlined, they continue -- since the lot is changing its status -- to keep the lot and surrounding areas free of debris and good in appearance, including mowing and trimming of grass areas and removing the snow during inclement weather. The lot should be open to public parking on each day except on the occasion of an event at the Coliseum. such days the parking lot would be closed to the general public, with notice beforehand. They've followed this policy since that lot was conceived, including adding the \$6,000 lighting package to the parking lot -- as they explained they would do when this particular project became feasible. He knows it has been a hassle and he hates that the Commissioners seem to be the people in the middle, s they try to make good judgment calls. They're not always right -- but they hope to be. They would like to work out something with the Commissioners that would best behoove everybody, including the general public, with regard to their use of the lot.

Commissioner Tuley suggested Mr. Acker proceed to address Question #3 prior to the Commission responding.

Mr. Acker said he thinks the perception of the general public is that being the Coliseum is a county-owned facility, that many of the public perceive the building and the operation of the building as being under their direct auspice. The Commission receives many complaints, which have been forwarded on to the Veteran's Council in the areas of the operation. As far as the contractual alignment that we have (he will leave a copy for the County Attorney to review, as well as the Commissioners on the policies and procedures) -- but it has become very difficult for them to second guess whether they are right or wrong. People tend to call and

complain — the most recent being over the type of product they provide in the building. They feel we really need to get back to the public so they understand that the Commissioners, though they own the building, the Veteran's Council ultimately falls responsible for the contractual agreements and the products provided in that building and they should be held accountable, not the Commissioners. The Commissioners should not have an onslaught of phone calls and complaints — the people need to understand the Veteran's Council takes that responsibility. They lease the building; they do the contracts; and the contracts and services provided. People inevitably seem to call the Commissioners and the Veteran's Council receives phone calls alluding to those problems and wanting them to change policy and procedure. They simply ask that perhaps through the news media — because it is being covered this evening — that the Veteran's Council is responsible, not the Commissioners — and that they should be the ones hearing the complaints; they should be addressing the complaints. If they cannot be resolved, they will certainly be happy to meet with the Commissioners to discuss those individual problems and resolve same. He is here to tell the Commissioners he is sorry they are receiving the complaints. He is sorry people feel so embellished that they feel they have to change the rules of the game, for whatever reason. But the Commissioners should not be the ones taking the heat all the time for what the Coliseum and its Management decides to do within the Veteran's Council.

Commissioner Tuley said he knows Mr. Acker is trying to be kind to the Commissioners, but he guesses part of what they get paid for is taking the heat. When Mr. Acker first called him regarding a couple of these problems, his response was that he is in agreement with Mr. Acker that, yes, it is a county-owned facility — but it has been leased to the Veteran's Council for the day-to-day operations, so long as they don't do anything detrimental to county-owned property. He wasn't on the Commission, but part of the reason the money was granted and the lot was paved was to give us a better way of promoting the use of the Coliseum; that it gave ample, good parking. And, yes, he thinks last week it was that the Commission voted to take the meters out and promote the use of the lot for downtown people trying to shop, people using the Old Court House and what have you. But his gut feeling is that we still have to take into consideration that the primary use of that lot does fall under the realms of the Coliseum and the necessity to help promote the Coliseum. Keeping that in mind, we need to make the public aware somehow that when Mr. Acker has these special circumstances where they need to shut down part of it or close part of it — somehow there has to be a way to communicate that this is going to happen — in advance, if there is a way to do it. With regard to the additional exit, as he told Mr. Acker on the phone, he doesn't, in theory, have a problem with it. He thinks we have to explore it a bit and look for funding sources and what have you and make sure the money is available. If that would help eliminate some of the confusion and still get their trucks in there necessary for concerts, etc., and yet still provide ample parking for the general public, then we've killed two birds with one stone.

Mr. Acker said the way he has studied it and viewed it they can almost assure on a day-to-day operation that, unless the concern people themselves —he means the individual renting the building—requires no entrance to that area — and as the Commissioners know, in renting the building they sometimes have to appease people's whims and fulfill their needs — he still thinks with this option they can provide on a day-to-day basis fifty parking places for the general public. Again, we're talking we want to give parking spaces to people who are going to do business at the Old Court House and the Coliseum. What they wind up with is people who do not want to pay for parking downtown and come down there and park their vehicles and walk off and leave them — and even have shuttle service from the parking lot to another place. So it's a

great expectation but, unfortunately, the people who yell the loudest about wanting to support the parking lot for their businesses so people can park is not always what happens.

Commissioner Tuley said, "My general comment is. Number one, I'd like to explore the possibility of an additional exit, but in the meantime he thinks Question #3 has been more the questions and concerns and comments Mr. Acker has called him on during the past several months -- dealing with the day-to-day operation. It is my understanding in checking with Alan and everything that my assumption is correct, the day-to-day operation is up to the Veteran's Council -- policies, etc., that you guys formulate, as long as it is not detrimental to the use of the building -- is at your discretion and disposal to use as you see fit."

Mr. Acker sid, "I'm also submitting copies of the lease and rules of the Coliseum operation for the County Attorney to review at his leisure -- and come back to you with a report as to that document's preparation and what we do on a day-to-day basis. If there is something we don't understand that we've done wrong, we certainly will change that -- because that is not our intent -- to have a debate every time we issue a contract -- with who and what is liable -- for both parties."

Attorney Kissinger said, "Mark, rather than leave it hang, basically I'm in agreement with what Commissioner Tuley has said and your understanding of the lease agreement. The day-to-day operation of the Coliseum is up to the people who are leasing it and that is you. We can set broad general policy as far as the County property is concerned, but as far as your lease is concerned you are free to operate without dictation from us."

Mr. Acker said he appreciates that. He apologizes that the Commissioners seem to be the ones receiving the phone calls re complaints.

Commissioner Borries said, "Let me just back up what Pat has said and, certainly, what Alan has said. I couldn't agree more. I want to commend you for the day-to-day operation of a building that had you and the Veteran's Council not stepped forward would have literally been in ruins. I can remember how we talked about this and you were down in a concrete hole trying to put together steam and everything else in a very unglamorous kind of way. Thanks to your leadership this building is in use. But it's the same as patrons operating at Roberts Stadium. They get a call for a certain product. If they want to drink, they get whatever the vendor has provided out there. It's the same at the Vanderburgh Auditorium and the current operation agreement. That is exactly right. If it fits within the framework of the County's responsibility, property and maintenance of that property — yes, we will listen and do what we can budgetarily. But, as Alan has correctly pointed out and in my opinion, I've always said that if it were not for the Veterans that building would be in ruins and you are responsible for and in charge of the day-to-day maintenance in accordance with accepted practices here. I have a suggestion on Ingle Street. I'd like to have some time to, along with Pat, look at where we can come up with some funding. As you know, we've always supported you. I like that idea; but maybe — this is a weekly news conference. If we know in advance that you're going to have the Black Crows or a big show coming in, we'll be happy to help. If you could just notify us, we'll notify through the media that it looks as if we're going to have some parking problems and patrons are advised at this point that the Coliseum parking lot will not be in use for "x" amount of hours or whatever. We'll be happy to work with you."

Mr. Acker said, "What we will guarantee the Commissioners is that unless it would be an emergency case, the Commissioners will

receive a communication far in advance — but we ask that it become private and personal. I'll let you know the venue that has been booked for your information, but to be released after the tickets. They get very upset when you notify in advance what they are going to be showing. I think the most important thing is we want to work with the Commissioners. We are very proud of the building, but the building really belongs to the County Commissioners; it is their property. We just want to insure its continued life and restoration in those areas. We want you to understand that we are trying to work out an agreement with a promoter out of Indianapolis who is talking about anywhere from ten to fifteen shows per year to us. This is going to mean a tremendous amount of revenue for our effort in new seating and further renovation of the building. We're probably looking at \$150,000 per year generated revenue from that and we want to be able to know we're on a working basis before we sign this agreement."

Mr. Borries said, "Again, that wouldn't have happened without your leadership and that of the Veteran's Council to step forward at a time when it wasn't too sexy or glamorous to talk about building renovations over there. And you shouldn't be treated like a stepchild or something for the fantastic job that has been done. But, again, that kind of heat we're always going to get because that is just part of the job; it's just part of the turf. I don't know of any way around it. We'll always have that. But I'll tell them the same story, until this 99 year least is terminated with the Veteran's Council that you are in charge of operating it in accordance with sound and advertised principles. Let me just talk a little bit about the last one here. I've always kind of felt that the old kiss there "keep it simple, stupid'" is the best. I think we need to have a simple working document that tells what the Veteran's Council will do to maintain that and what we will do if it needs repaving and that type of thing. Certainly, County funding would come in accordance with that. But I'd like to have very simple document. I don't want to overregulate this thing, Mark. It's just like what we call the "back forty" over here. By the time you get to this rule and that rule and who's coming over to enforce this, it's a nightmare. And I know there will be people who will park over there who will probably be from some of the businesses but, again, it's the best we can do. I think it's best that whatever we can do not to have to assign parking space, not to have you get beseiged with calls 'somebody's in my parking space, get them hauled off' and all this kind of stuff -- or we end up in World World III over another little incident in the downtown area. I think it's much better to have it very simple to say it is open for public use. End of statement. Whenever you need to close it, you notify us and we'll try our best to notify the media -- and just keep it real simple. That's what I'd like to do. But we do need to have something in writing."

Commissioner Tuley agreed.

Mr. Acker said he appreciates the Commissioners' patience with this matter and he's sorry he has to be here this evening with it.

#### RE: MOUNTCASTLE CORPORATION/REQUEST FOR STOPLIGHT

Commissioner Borries said this is a corporation that wishes to make a potential option at the intersection of Theater Drive and North Green River Rd. This will be a newly constructed intersection. It's along what the County has termed the North Green River Road project. It looks like they are proposing a retail operation and the reason we're making some public statements about this proposal is because they want to request the Commission to determine if they will encourage the State to install a traffic light. He doesn't see how the State would have anything to do with this. It's not a State road. The County would be the ones who would have to install the signal and he does believe we'll certainly need one --

particularly if there is a development there. They said they would pay for the 20% cost of the signal. They would also provide any additional engineering and they are prepared to escrow the money or pay directly to the County. It is our belief that a signaled intersection is a **must** for any retail development in this area. John Stoll, our County Engineer, is with us.

Mr. Stoll said the reason it has to go through the State is that since it is a Federal Aid project they are overseeing the whole deal. This was prepared in order to star the whole process to see if the change order would be approved for the developer to pay the 20% and the Federal funds pay the 80%. It's just more a matter of getting the ball rolling.

Mr. Tuley noted that is more development out there and it's a bad intersection to start with.

Mr. Stoll said, "It was close to meeting signal warrants prior to any development, so with the development it will meet them easily. If we can get the developer to fund it, that will be the best way to go."

Upon motion made by Commissioner Tuley and seconded by Commissioner Borries, the request for the signalization was approved as presented to the Commission. So ordered.

Mr. Stoll said the signal hasn't been fully designed yet, that is where the additional engineering is coming in. They put the underground equipment in so they won't have to cut the pavement when the signal is installed - so it has not been fully designed as of yet.

#### RE: 1994 HOLIDAY SCHEDULE

President Borries noted the 1994 Holiday Schedule is not correct. We cannot approve it today unless some changes are made. It is understanding that there are fourteen holidays. We really should be looking at the holiday schedule for 1992 -- because that was an election year. 1993 is not an election year and we substitute the Primary Election and the General Election Day. The 1994 schedule submitted has the Primary Election Day listed correctly as Tuesday, May 3rd; but the General Election Day for 1994 would be Tuesday November 8, 1994 (the first Tuesday after the first Monday). That day has to be on here -- and that would give the 14 days in 1994. New Year's Day would be observed in 1995 and would be counted in the 1995 holidays.

Following further brief discussion, upon motion made by Commissioner Tuley and seconded by Commissioner Borries, the schedule was approved, as submitted and with the addition of the General Election Holiday (Tuesday, November 8, 1994), subject to verification subsequent to the meeting. So ordered.

#### RE: LADY DAY, INC. CONTRACT RE BURDETTE PARK

Attorney Kissinger said he thinks he has talked with all the parties involved here. He talked to one Attorney twice who, ultimately, is no longer involved. Nonetheless, he has today received a letter which, as a matter of fact, he picked up personally from the Attorney representing Ruth Duvall who is President of Lady Day, Inc. He talked today with Mark Tuley, Manager of Burdette Park. Mark has informed him that in conversations between himself, Marlin Goebel and Ruth Duvall of Lady Day, Inc. they basically have their differences worked out. They have an understanding. There are some suggestions for changes and Mark believes those changes are going to be made and the conditions are going to be improved and the relationship between the Concessionaire and Burdette Park is going to improve. Lady Day

has sent a letter and he will read that letter into the record. It says:

#### "Gentlemen:

Please accept this letter as timely notice of our exercise of an option to extend pursuant to the agreement entered into by and between the Vanderburgh County Board of Commissioners and Lady Day, Inc., dated June 18, 1990 -- said period being from May 1, 1993 through April 30, 1994. The notification of exercise of option dated December 11, 1992 is hereby withdrawn. It is recognized and agreed that neither party waives any rights."

Mr. Kissinger continued, "If you will recall, the notification of option dated December 11, 1992 was the notice to exercise the option to renew for a five (5) year period, which presumed to be granted to Lady Day pursuant to an Addendum to the original agreement. I have discussed this with all parties and their attorneys and I have told them I do not consider that to be binding on the County in consideration of the fact it left the County without an option and in consideration of the fact that it amended an agreement once it had been bid. Basically, the bidding is the invitation for public inspection and the guarantee of performance and at that point we incur a public trust. We can't amend those things. Otherwise, unsuccessful bidders or people who didn't bid can come in and say they would have bid differently had they known these things. Basically, it is the agreement of all parties that the notification now that Lady Day is giving will relate back to the date of their original notification but will be a notification to extend for only one (1) year with the understanding of the original agreement that they still may extend for an additional year if all parties are in agreement — but the County does not waive its right to terminate the agreement after this additional year if, in fact, we are not satisfied or if, in fact, they have defaulted in some way. And, at the end of not this extension period, but the next extension period if, in fact, there is one—it would be appropriate then to again rebid this concession service. Also, it is understood that payment for the concession service to the County will be at the rate of 21% prior to the deduction of various taxes; 21% of the gross prior to the deduction of various taxes — not after the deduction of Termination of that and this letter he received today changing the exercise of option for a period of one (1) year, he recommends that the agreement and accept the notification by Lady Day, Inc. of their intent to extend the agreement for an additional year at this po

Commissioner Borries thanked Attorney Kissinger for his work and noted we probably have two motions. He then entertained a motion to withdraw the Notice of Termination.

Motion to this effect made by Commissioner Tuley and seconded and so ordered by Commissioner Borries.

Motion entertained to approve a one (1) year extension as per the original bid.

Mr. Tuley said at the recommendation of Counsel he so moves. Seconded and so ordered by Commissioner Borries.

#### RE: COLLIS, INC./LOAN AGREEMENT & SECURITY AGREEMENT

Attorney Kissinger said he doesn't know anything about the background of these things. He talked with Toby Shaw, City

Attorney, and basically he indicated he was not aware as to whether or not the City had entered into this agreement. Mr. Kissinger said he won't go to that extent; he will merely say that as far as the form of the loan agreement and security agreement are concerned, the form is certainly acceptable. If the Commissioners ultimately enter into these agreements, these draft forms would be acceptable for the Commissioners to enter into, all other conditions being met.

Commissioner Borries said he'd prefer to have Mr. Hunter here.

Motion was made by Commissioner Tuley to delay this matter until next week when all three Commissioners are present to review and discuss this matter. Seconded and so ordered by Commissioner Borries.

#### RE: TREATABILITY STUDY - COUNTY HIGHWAY GARAGE

Attorney Kissinger said we have communications from Donan Engineering and Environmental Consulting and Engineering in reference to the Treatability Study that has been completed or is on going, he guesses, and in the process of being completed by them and is before the Indiana Department of Environmental Management for comment of approval. He was asked to make a determination as to whether or not we were bound to either one of these concerns as far as actually contracting for the treatment project after the treatability study has been completed. He doesn't think we are bound to either one of them and he thinks once the treatability study has been completed it would be appropriate for either one or both of these concerns to come forth to the Commissioners and either bid on the project or at least enlighten us as to what the expense for the treatment would be. But at this point we're committed only to the treatability study itself.

Commissioner Borries said he had asked that question because the gentleman who started this study sent a letter indicating his willingness or interest in pursuing that. Frankly, he wants to seriously consider that — since it makes sense to him that the person who's been actively involved in this particular thing doesn't need to go back through the loop and understand everything that happened. He'd be fully qualified to take it from there. And he thinks there are some options there, because he's also had several comments that they think that maybe to the tune of several hundred thousand dollars that there could be some savings in this particular thing that could be realized if we do not perhaps look at the most expensive option. And apparently they are just that — options. So he would want ...he referred this to the County Attorney for his review to see if we did have any contractual obligations. At some point — maybe next week.....

Commissioner Tuley asked if he and Mr. Hunter could have copies so they can review the information and perhaps make a decision on it next week. Commissioner Borries agreed.

#### RE: COUNTY HIGHWAY GARAGE/DELIVERY OF TANDEM TRUCKS

Attorney Kissinger said there has been a considerable amount of discussion in reference to the delivery time on the tandem trucks that were ordered. Miller Trucking has the trucks now and, basically, we've kind of put their delivery on hold. He's talked, he thinks, with everyone concerned. Dennis Brinkmeyer has gone over some of the ground he's gone over and he's gone over some that Dennis has gone over — and Dennis has done some things that he hasn't. He talked with Dennis last Thursday at the County Attorneys meeting. Mr. Brinkmeyer indicated that Miller Trucking seems to be in compliance totally with the contract that it entered into with the County with the exception of delivery time. The trucks, even though as pointed out by someone who attended this

meeting one evening, do not meet specific specifications, they do specifically meet the specifications as set out in the bids. So he can't remember the gentleman's name; but he was both right and he was in error in his observations — although he was correct in what he said up to a point. The only thing that keeps these particular vehicles from meeting certain specifications are the tires — and we asked for the tires that we got on these trucks. There are some suggestions as far as delivery time is concerned. There were some extra items requested to be put on the vehicles. Those items are being placed on the vehicles. If he were in the situation of the supplier, he would certainly say that but for those things we would have delivered on time. He thinks we've reached an impasse and we ought to get it over with and say deliver those trucks as soon as possible.

Commissioner Borries said, "I agree. Shame on us. I'll never go through this again. There are going to be a couple of things that will happen. First of all, no one should ever get paid until we get that. Secondly, if we're going to start switching specs—just as you correctly, I think, pointed out insofar as the Lady Day matter, then, by gosh, this Board needs to do that. It's a Change Order—that is what it amounts to. It may be well intentioned; it may be, by gosh, that we need this, that and the other. But it has to come before this Board." (Attorney Kissinger agreed.) "It's more time consuming; but in the long run it has been more time consuming anyway. It's ridiculous to think that they got them on October 15th and they said 120 days—and we're now looking that half a year is literally gone and we still haven't gotten some of these trucks. that's ridiculous."

Commissioner Tuley said maybe we'll have them in time for the next snowfall.

Mr. Borries asked, "So, A.S.A.P. on those, right?"

Attorney Kissinger responded affirmatively.

Commissioner Tuley asked if that is a direction to Bill, or to Fred in Bill's absence tonight. Or, is Alan going to write a letter?

Attorney Kissinger said he thinks all the Commissioners need to do is to indicate that our previous statement that we would not accept delivery until we had completed the review -- we've now completed the review and he thinks it would be totally appropriate for the Commissioners to now authorize the County Highway to go ahead and accept delivery.

Motion to this effect was made Commissioner Tuley, and seconded and so ordered by Commissioner Borries.

## RE: PROPOSED CONTRACT AGREEMENT FOR THE CONSULTING SERVICES FOR THE COMPUTERS FOR THE COUNTY & TOWNSHIP ASSESSORS

Attorney Kissinger said this is something he supposes needs to be dealt with in the future, but there has been submitted to us a proposed contract agreement for the consulting services for the computers for the County & Township Assessors and perhaps we should put that on the agenda sometime in the future. It is accompanied by the bid specifications which, he supposes, most appropriately should be turned over to County Purchasing. He is informed by Mr. Riley and the Township Assessors that we need to act on this as quickly as possible, because the Township Assessors are on a statutory deadline for these various changes that they need to make. Attorney Kissinger said that is all he has to report.

Mr. Tuley asked if the money is already in place.

Mr. Borries said that it is. It will come out of the Reassessment budget.

Mr. Tuley said it will come out of the Reassessment budget and we've got the County Assessor and the Township Assessors talking together and agreeing for a change. How fast can we move on this?

Mr. Borries said that as fast as Mr. Tuley can make the motion he can say so ordered.

Mr. Tuley so moved. Mr. Borries seconded and so ordered. Mr. Borries said not only are they talking -- but everyone seems pleased. He wants to emphasize the word "seems"-- and he hopes that will proceed -- so that is done.

RE: COUNTY ENGINEER - JOHN STOLL

Agreement re R.R. Crossing @ Burkhardt Rd. & Morgan Avenue: Mr. Stoll said he has given a copy of the agreement to Attorney Kissinger so he can review insofar as form, etc. Once the money is in place (he will go before Council in May) we can proceed with that crossing. It is going to be an improvement to install gates at the railroad crossing.

Mr. Borries asked if the funding match is something like 90%-10%.

Mr. Stoll said he believes it is 90%-10%. For the approximately \$100,000 project the County share will be around \$7,500 to \$10,000.

Motion to approve the agreement subject to approval by the County Attorney was made by Commissioner Tuley, with a second from Commissioner Borries. So ordered.

Stop Sign Ordinance: Mr. Stoll said he now has the revised Stop Sign Ordinance; this includes the 18 intersections recommended by EUTS to have signs installed. They've had no controls at these intersections up to this point. It is his recommendation that the Ordinance be approved, as amended.

President Borries said one of the things he met with Sam Humphrey on was a way in which CodeMaster - we hope we'll be able to put a lot of this information on disks and get this to a point where it would be very up to date. The same with County Highway operations and everything else, so we're not doing the same thing over and over again -- expending a lot of human energy for record keeping that is unnecessary. Does this have to be heard several times.

In response to query from Commissioner Borries, Joanne Matthews said the Amended Ordinance should now be in advertising form, as the County Engineer's office had provided computer copy for the 1992 Supplement to the Traffic Ordinance and they have just added the new data for the eighteen intersections. She would like confirmation from the County Attorney that the entire Ordinance will have to be advertised, since there are penalties involved.

Commissioner Borries referred the Amended Ordinance to the County Attorney for review and further instruction to the Secretary with regard to advertising for hearings.

Travel Request/David Franklin: Mr. Stoll submitted a travel request for David Franklin to attend a one day seminar, a follow-up to the project engineer's seminar that he and Dave attended in Indianapolis a couple of weeks ago. He will take a County car and no lodging is required.

Motion to approve the request was made by Commissioner Tuley and seconded and so ordered by Commissioner Borries.

Agreement/Soils Investigations for Volkman Rd. & Allen's Lane: Mr. Stoll said the amount is \$5,200 and purpose is to determine what we need to do out at Allen's Lane to put in the bridge and put in the two bridges on Volkman Rd.

Motion to approve made by Commissioner Tuley and seconded and so ordered by Commissioner Borries.

Update on Road Paving List: It was noted by Mr. Stoll that Gary Kercher has been driving all the roads on the road paving list to determine what kind of improvements are required. He has forwarded a copy of the proposals to the County Garage and they will determine which ones they can feasibly do with their work force and get back to him. He will being a list to the Commissioners next week of the roads that will probably have to be contracted out. The Commissioners can then prioritize the list.

Commissioner Tuley asked if Mr. Stoll recalls whether Young Road was on the list.

Mr. Stoll confirmed that it is on the list.

Columbia-Delaware Bridge Project/Construction Engineering: Mr. Stoll said this contract did not include any Construction Engineering. The contractors are now amending their proposal to do that for \$13,000. The State is in the process of reviewing it. He doesn't know what their review is going to say, because obviously he bid this knowing that wasn't included. He does not know whether they are going to approve it or what the funding splits may be. No action is required today -- he just wanted to bring this to the Commissioners' attention.

Mr. Borries said he wants Mr. Stoll to be very cognizant that the same thing could happen on Franklin Street, because we're about ready to do the same thing out there.

Mr. Stoll said he doesn't know all the background on this.

Mr. Borries said he wondered how much construction engineering has to be done.

Mr. Stoll said he thinks it mainly is to set the elevations for the screed when they were doing the concrete work. He will follow up whenever he finds additional information.

Mr. Borries asked if they're not the ones who had the sewer and everything else over here -- they're a big outfit. They have done this a time or two -- shame on them.

#### RE: <u>COUNTY HIGHWAY - FRED HOWARD</u>

Commissioner Borries noted Bill Morphew is on vacation and Mr. Howard is making the report for the County Highway.

<u>Weekly Work Report:</u> Mr. Howard submitted copies of the Weekly Work Report.....report received and filed.

Mr. Howard said there is only one thing Bill asked him to do and that was to request permission from the Board to go on Council Call re \$200,000 for new equipment at the County Highway Garage. In response to query from Commissioner Borries, Mr. Howard said it would be a new front end loader, and a grader costing approximately \$31,000 down payment and a 5-year payment on a lease-purchase plan; equipment trailer to haul the paver and a 10 ton roller; three new small pick-up trucks; two tractors with a bush-hog to cut the grass to replace some sickle bars; and one 4-wheel drive Blazer or Bronco type vehicle for Bill to drive.

Mr. Tuley said he thought there was a 4-wheel vehicle that could be transferred from the County Engineer's office. Both Commissioners concurred that the County Highway Garage would have more use at the County Garage. Commissioner Borries then querried Mr. Stoll, determining they do, indeed, have a 4-wheel drive vehicle (Dodge pick-up truck, fairly new). Mr. Borries asked if we're able to replace that vehicle if Mr. Stoll has any serious objections to their transferring the 4-wheel drive Dodge to the County Highway. Mr. Stoll said as long as they have something where they can keep all the survey equipment in the back, a 2-wheel drive vehicle would suffice.

Mr. Tuley noted that might reduce some of the cost we're looking at for new equipment.

Commissioner Borries requested Mr. Howard to ask Mr. Morphew to look at the 4-wheel drive Dodge to see if we can't work with Mr. Stoll on that particular vehicle.

In response to query from Auditor Humphrey with regard to the \$200,000, Mr. Howard said they talked to Curt Wortman and he said they could get it out of the R&S account.

Motion made to approve the request to go on Council Call, with a second from Commissioner Borries. So ordered.

Auction: Mr. Borries said a person came to him today who has been with the County for 21 years and he's been through eight (8) auctions at the County Highway. It takes about three weeks to collect the items under his carport. If we stick that stuff out in the middle of the highway garage, it is going to get dented; people smack it around. If it rains hard, we're going to have to pay to get all this stuff plastic wrapped. Frankly, after April 24th it is going to be hauled off anyway. Can't we have him store that stuff underneath the canopy? He's been through eight auctions and never had any problems. We need Mr. Howard's cooperation on this.

Mr. Howard said no problem.

Mr. Borries said he thinks the individual's request is a reasonable one. It may be a temporary inconvenience, but we don't want to have to bid off a bunch of junk. He then asked Mark Abell to let Bennie know it is okay to store equipment under the carport. He thanked Mr. Howard and said he needs to move along. Today is his Mother's 86th birthday and he needs to get away from the meeting for this special occasion.

#### RE: CONSENT AGENDA

President Borries entertained questions concerning the Consent Agenda.

Mr. Tuley said he has only one question and he thinks he knows the answer. We have Council Call for the Commissioners on the contract with Waggoner, Irwin, Scheele & Associates, but not with the Rehab Center -- because they were going back to try to get us a more definite, more defined figure?

Mr. Borries said that is correct.

Mr. Tuley asked Mark Abell to call them to see if we can't push them along so we can get this all set and motion in place -- so we can get started on all of it? He hates to get half of it and then not have the rest of it done. Can we add ADA solutions to that?

Mr. Borries said that would be fine if we can get some hard figures.

Employment Status Change: Mr. Borries said there is one item concerning a pink slip for Robert John at Burdette Park. This was erroneously listed at \$4.70 per hour and should be changed to read \$4.25 per hour.

There being no further comments, motion was made by Commissioner Tuley to approve the Consent Agenda, as amended. Seconded and so ordered by Commissioner Borries.

#### RE: OLD BUSINESS

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

#### RE: <u>NEW BUSINESS</u>

Commissioner Borries entertained matters of New Business to come before the Board.

Mr. Tuley said the only item he had has already been covered by Attorney Kissinger (the contract with Scott Riley).

Commissioner Borries said he has no objections, but we've kind of been on this deal where we try to get some specific kinds of things and his is like an hourly rate. He doesn't know -- maybe with the Assessors we ought to leave well enough alone.

Attorney Kissinger said, "If I may have some imput on that. I have seen some of the work Scott has been doing and in comparison with other projects like it, I don't think you have any concern whatsoever that we will be overcharged on the hourly rate. As a matter of fact, we're going to come in less than if we'd had half a dozen people to come in and tell us what they'd do it for."

Executive Session: Commissioner Borries said there will be an Executive Session at 4:30 p.m. on Monday, April 5, 1993 re \tag{Pending Litigation and Personnel Matters.}

<u>Special Drainage Board Meeting:</u> This meeting will be held on Monday, April 5th, immediately subsequent to the Commissioners Meeting.

There being no further business to come before the Board, President Borries declared the meeting adjourned at 6:45 p.m.

#### PRESENT:

Richard J. Borries, President
Pat Tuley, Vice President
Sam Humphrey, Auditor
Alan M. Kissinger, County Attorney
John Stoll, County Engineer
Fred Howard, County Highway
Mark Abell, Commission Office
Susan Jeffries, Purchasing Dept.
P. M. Mitchell, Attorney
Rose Zigenfus, EUTS
Mark Acker/Veteran's Council
Marsha Acker
Jim Morley/Morley & Associates
Jim Harrison/American Star Properties
Wm. C. Star, Jr./American Star Properties
Others (Unidentified)
News Media

ABSENT: Don Hunter (Vacation)

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**SECRETARY:** 

Joanne A. Matthews

Richard J. Borries, President

Pat Tuley, Vice President





**PATRICK TULEY** 

#### HOLIDAY SCHEDULE FOR 1994

The following holidays will be observed by County Offices: New Year's Day...... Monday, January 3 Martin Luther King, Jr. Birthday.....Monday, January 17 Good Friday ......Friday, April 1 General Election Day ......Tuesday, November 8 (In lieu of Columbus Day) .....Friday, November 25 .....Friday, December 23 Christmas Eve (In lieu of Lincoln's Birthday) (will be observed) New Year's Eve ......Friday, December 30 (In lieu of Veteran's Day) Note: New Year's Day will be observed on Monday, January 2, 1995 and will be included in the Holidays for 1995.

APPROVED BY:

BOARD OF COMMISSIONERS OF

VANDERBURGH COUNTY

Tuley,

Don L. Hunter, Member

305 ADMINISTRATION BLDG. CIVIC CENTER COMPLEX EVANSVILLE, IN 47708 812-426-5241

resident

resident

RICHARD J. BORRIES

DON L. HUNTER

PATRICK TULEY

#### **AGENDA**

#### VANDERBURGH COUNTY COMMISSIONERS

#### March 29, 1993

5:30 P.M.

FINAL

- 1. CALL TO ORDER
- 2. INTRODUCTIONS
- 3. PLEDGE OF ALLEGIANCE
- 4. ACTION ITEMS
- A. Any group/individual wishing to address the commission
- B. Susan Jeffers/Purchasing re: Approval to advertise bids for Copier for Sheriff Substation
- C. Petition to vacate re: Setting Hearing Date
- D. Rose Zigenfus/EUTS Director re: Vanderburgh Federal-Aid Projects/needs signatures
- E. Veteran's Council re: Letter received
- F. Mountcastle Corporation re: Letter regarding Theater Drive and Green River Road
- G. Holiday Schedule for 1994 re: Approval and acceptance
- H. Lady Day Contract re: Discussion

| 5. | DEPARTMENT HEADS  |
|----|---|
|    | Alan Kissinger County Attorney John Stoll County Engineer *See attached engineer requests Bill Morphew County Highway |
| 6. | CONSENT ITEMS   |
| A. | Travel/Education Requests   |
|    | County Assessor (10) Health (8)   |
| в. | Approval/Acceptance of 1) Commissioners Minutes for 3/22/93 2) Minutes for County Road Hearing 3/22/93                |
| c. | Acceptance of County Treasurer's Report/February  |
| D. | Council Call/County Commissioners   |
|    | 1) 130-3530/Contractual Services 3,004.50<br>*Waggoner Irwin Scheele and Associates                                   |
|    | 2) 130-3170/Depositions 130.00 *deposition in Roy J. Burris case  |
| E. | Acceptance of Quietus # 7258/City of Evansville Check # 337531 *reimbursement for phones                              |
| F. | Vanderburgh County Auditorium/Monthly Report  |
| G. | Jayne Berry-Bland/County Treasurer *letter requesting postage for the mailing of tax bills                            |
| н. | Claims for payment  |
|    | 1) Kevin R. Bryant  |

Kahn Dees Donovan Kahn.....14,644.42 \*legal services

Given & Spindler.....4,757.61 \*services rendered

2)

3)

- 8. OLD BUSINESS

#### 9. NEW BUSINESS

#### 10. MEETING ADJOURNED

#### Scheduled Meetings

| Mar 29 | Mon | County Department Head *THIS MEETING IS BEING HELD AT THE | 4:00<br>AUDITORIUM | PM |    |     |
|--------|-----|---|--------------------|----|----|-----|
|        |     | County Commissioners Exec Session County Commissioners    | 4:30<br>5:30       |    |    |     |
| Mar 31 | Wed | County Council *Personnel/Finance                         | 3:30               | PM | RM | 301 |

### COUNTY ENGINEER'S

## CONSENT AGENDA

### MARCH 29, 1993

#### ITEMS

| 1.         | U.S.I. INTERCHANGE 430 BOND Right-of-Way Certification Letter Parcels #8,#16,#24,#15,#16      |         |                  |  |
|------------|---|---------|------------------|--|
| 2.         | LYNCH ROAD EXTENSION 216-4827<br>Right-of-Way Certification Letter/Pa                         | rcel #7 | Bauer            |  |
| 3 <b>.</b> | STOP SIGN ORDINANCE - APPROVAL  |         |                  |  |
| 4.         | CLAIMS: OAK HILL RD BR #117 203-4394 Floyd E. Burroughs & Assoc                               | \$20    | ,603.00          |  |
|            | CONTRACTUAL SERVICES 203-3930<br>Charles W. Ruston (Inv. #29)<br>Charles W. Ruston (Inv. #30) | \$      | 360.00<br>348.00 |  |

### **VANDERBURGH COUNTY EMPLOYMENT CHANGES**

Department

VANDERBURGH COUNTY CLERK

#### **APPOINTMENTS MADE**

| NAME              |                              | ADDRESS                | POSITION     | SALARY | EFFECTIVE |  |
|-------------------|------------------------------|------------------------|--------------|--------|-----------|--|
| 1010-1990         | PAULETT E<br>PATRICIA RACINE | 3540 Branchwood        | DEPUTY CLERK | 5,00   | 3-15-03   |  |
| 101 <u>0-1990</u> | PATRICIA A PATTON            | 2750 LODGE AVE APT 261 | DEPUTY CLERK | 5 00   | 3-26-93   |  |
| -                 |                              |                        |              |        |           |  |

#### ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

#### **RELEASED**

| NAME            | ADDRESS         | POSITION                        | SALARY                                       | EFFECTIVE   |  |
|-----------------|-----------------|---------------------------------|--|---|--|
| PATRICIA RACINE | 3540 Branchwood | DEPUTY CLERK                    | 5 00   | <b>3-</b> 19-93                                   |  |
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RECORDER COMMISSIONER'S RECORD SIGNED BY Betty Knight Smith DATE 9-26-93

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RECORDER

COMMISSIONER'S RECORD

|      | rtment Vanderbu         | irgh County Coroner                  |                       |          |    | pl        |
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|      | _                       | APPOINTMENTS M.                      | ADE                   |          |    |           |
|      | NAME                    | ADDRESS                              | POSITION<br>ASSISTANT | SALAR    | Y  | EFFECTIVE |
| 160  | Elizabeth A.<br>Ketchem | 5214 Daisy Lane<br>City, 47720       | Deputy<br>Coroner     | 7, 000.  | 00 | 3-22-1993 |
|      |                         |                                      | ***                   |          |    |           |
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|      | ATTACH W                | ITHHOLDING EXEMPTION CERT            | IFICATE WITH THI      | S FORM   |    |           |
|      | ATTACH W                | RELEASED                             | IFICATE WITH THI      | s form   |    |           |
|      | NAME                    |                                      | POSITION              | S FORM   | Y  | EFFECTIVE |
| 1160 |                         | RELEASED                             | POSITION              | <u> </u> |    |           |
| 1160 | NAME                    | RELEASED  ADDRESS  4125 Longfield DR | POSITION Deputy       | SALAR    |    |           |
| 1160 | NAME                    | RELEASED  ADDRESS  4125 Longfield DR | POSITION Deputy       | SALAR    |    | 3-19-1993 |

COMMISSIONER'S RECORD

Department

Sheriff - Jail

| AP | POI | N | MAF | NT | S N | Δ | DE |
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|             | NAME            | ADDRESS           | POSITION              | SALARY            | EFFECTIVE |
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| 05111300334 | David Stefanich |                   | Correction<br>Officer | 9 491<br>19819 00 | 8 3-22-93 |
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|             | ATTACH WITH     | HOLDING EXEMPTION | CERTIFICATE WITH THIS | FORM              |           |

#### RELEASED

|            | NAME            | ADDRESS | POSITION                      | SALARY             | EFFECTIVE |
|------------|-----------------|---------|-------------------------------|--------------------|-----------|
| 0511130033 | David Stefanich |         | Probationary<br>Corr. Officer | 9 2523<br>19319 00 | 3-21-93   |
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RECORDER COMMISSIONER'S RECORD

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|        |                        | APPOINTMENTS I            | MADE                   |        | O.L.   |
|        | NAME                   | ADDRESS                   | POSITION               | SALARY | EFFECTIVE  |
| 101990 | BRIAN WEATHERFORD      | 1722 BUCHANAN ROAD        | PT TIME<br>REAL ESTATE | 40 00  | 3-26-93  |
|        |                        |                           |                        |        |  |
|        | ATTACH W               | TITHHOLDING EXEMPTION CER | TIFICATE WITH THIS     | FORM   |  |
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|                           | NAME                         | ADDRESS                 | POSITION                   | SALA | RY       | EFFECTIVE                             |
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|                           | NAME                         | ADDRESS                 | POSITION                   | SALA | RY       | EFFECTIVE                             |
|                           |                              |                         | EXTRA HELP                 | 7.00 | HR       | 3-6-93                                |
| 1-1990                    | BRENDA BOYD                  |                         | 2312141 11222              |      |          |                                       |
|                           | BRENDA BOYD GARRETT CRAWFORD | CORRE                   | PART-TIME<br>CTION OFFICER | 7.00 | HR       | 3-2-93                                |
| 1-1990<br>1-1990<br>-1980 | ***                          | CORRE                   | PART-TIME                  | 7.00 | HR<br>HR | 3-2-93<br>2-27-93                     |

| Depa   | rtment BURDETTE P      | ARK                      |                     |           | SI        |
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|        |                        | APPOINTMENTS             | MADE                |           |           |
|        | NAME                   | ADDRESS                  | POSITION            | SALARY    | EFFECTIVE |
| 1180   | TIMOTHY DUNN           | 1104 HARRIET ST.         | GRND. CREW          | 4 25      | 3-22-93   |
|        |                        |                          |                     |           |           |
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|        | ATTACH                 | WITHHOLDING EXEMPTION CE | RTIFICATE WITH THIS | FORM      |           |
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|               | NAME                   | ADDRESS                   | POSITION   | SALARY      | EFFECTIVE |
| 180           | KIRK NICHOLS           | 15515 OLD STATE RD.       | GRND. CREW                                       | 4 25        | 3-21-93   |
|               |                        |                           |  |             |           |
|               | ATTACH                 | WITHHOLDING EXEMPTION CER | TIFICATE WITH THIS                               | FORM        |           |
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Department BURDETTE PARK sit **APPOINTMENTS MADE ADDRESS** NAME **POSITION** SALARY EFFECTIVE ROBERT K. JOHN 1180 6440 LIVELY LANE GRND. CREW 4 70 3-18-93 ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM **RELEASED** NAME **ADDRESS POSITION** SALARY EFFECTIVE DATE 3-24-75 RECORDER

SIGNED BY Mad T

COMMISSIONER'S RECORD

| <u></u> | rtment BUR  | APPOINTMENT           | S MADE     |       | -   |           |
|---------|-------------|-----------------------|------------|-------|-----|-----------|
|         | NAME        | ADDRESS               | POSITION   | SALAI | RY  | EFFECTIVE |
| 80      | ED BERGWITZ | 532 BELL AVE.         | GRND. CREW | 4     | 50  | 3-13-93   |
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|         | ATTACH      | WITHHOLDING EXEMPTION |            | FORM  | · I |           |
|         | NAME        | RELEASE ADDRESS       |            | FORM  | RY  | EFFECTIVE |
|         |             | RELEASE               | D          |       | RY  | EFFECTIVE |

Department 2019 0201 VANDERBURGH COUNTY HWY. DEPT.

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|          | NAME            | ADDRESS               | POSITION      | SALARY   | EFFECTIVE        |
|----------|-----------------|-----------------------|---------------|----------|------------------|
| 20101034 | ERIC NORTH      | 2320 MARGYBETH 47714  | FOUTPMENT OP. | 11. 45/1 | <b>x</b> 3–12–93 |
| 20101047 | DOUG BASSEMTER  | 47714                 | LABORER       |          | 3-12-93          |
| 20101063 | HAROLD STECKLER | 2112 ADLER ROAD 47711 | GREASEMAN     |          | <b>x</b> 3–12–93 |
|          |                 |                       |               |          |                  |

#### ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

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|          | NAME            | ADDRESS              | POSITION      | SALA | RY   | EFFECTIVE         |
|----------|-----------------|----------------------|---------------|------|------|-------------------|
| 20101047 | ERIC NORTH      | 2320 MARGYBETH 47714 | LABORER       | 10   | 94/h | <b>r</b> 3–12–93  |
| 20101063 | DOUG BASSEMIER  | 1909 S. PARKER DR.   | GREASEMAN     | 11   | 26/1 | <b>r 3–12–</b> 93 |
| 2010R634 | HAROLD STECKLER | 2112 ADLER ROAD      | EQUIPMENT OP. | 11 , | 45/1 | <b>r 3–12–</b> 93 |

RECORDER
COMMISSIONER'S RECORD

SIGNED BY Why. F. Morpheweg DATE 3-12-93.

Department

Lead 213.1

of

#### **APPOINTMENTS MADE**

|      | NAME           | ADDRESS                                   | POSITION | SALARY    | EFFECTIVE |
|------|----------------|---|----------|-----------|-----------|
| 1130 | Marjorie Logan | 5228 Chadwick Rd.<br>Evansville. In 47710 | Clerk    | 14,950 00 | 4/12/93   |
|      |                |   |          |           |           |
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#### ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

#### **RELEASED**

|      | NAME           | ADDRESS              | POSITION | SALARY    | EFFECTIVE |
|------|----------------|----------------------|----------|-----------|-----------|
| 1130 | Marjorie Logan | Evansville, IN 47710 | Clerk    | 14,263 00 | 4/12/93   |
|      |                |                      |          |           |           |
|      |                |                      |          |           |           |

RECORDER
COMMISSIONER'S RECORD

GNED BY Sandlall

DATE\_

3/23/93

Vanderburgh County Board of Commissioners Civic Center Evansville, Indiana

RE: Food Concession at Burdette Park

#### Gentlemen:

Please accept this letter as timely notice of our exercise of an option to extend pursuant to the Agreement entered into by and between the Vanderburgh County Board of Commissioners and Lady Day, Inc., dated June 18, 1990. said period being from May 1, 1993 to April 30, 1994.

The notification of exercise of option dated December 11, 1992, is hereby withdrawn. It is recognized and agreed that neither party waives any rights.

LADY DAY, INC.

Ruth Duvall, President

Reviewed 3-29-93

Anxiery

- approved -

#### CONTRACT AGREEMENT

The Vanderburgh County Commissioners agree to contract with Scott D. Riley as a computer consultant for the sum of \$35.00 per hour to perform the following services:

- Meet with the Manitron Representative and the County Α. Assessor.
- В. Meet with Township Assessors and review hardware needs based upon software requirements.
- c. Establish comparison criteria relative to hardware components necessary to network with the County Assessor for the townships.
- Present this information in writing to the County & D. Township Assessors and the County Council.
- Prepare specifications for bidding on computer E. hardware.

F. Assist in bid evaluations, final selection and installation.

Scott D. Riley, Computer Consultant R. Borries, President Vanderburgh

County Commissioners

March 26, 1993

## DONAN ENGINEERING CO., INC.



JOHN G. DONAN, JR., P.E., PRESIDENT RICHARD D. FARMER II, P.E., EXECUTIVE VICE PRESIDENT ERIC A. WELLING, M.S., CHMM, VICE PRESIDENT ENVIRONMENTAL

MAIN OFFICE 4342 NORTH U S. 231 JASPER, INDIANA 47546 TEL. (812) 482-8116 FAX (812) 482-9165

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

March 18, 1993

Mr. Rick Borries, President Vanderburgh County Commissioners Civic Center Evansville, Indiana

Re: Review of Treatability Study at the County Garage

Dear Mr. Borries:

This letter serves as an update to the Vanderburgh County Commissioners regarding the Indiana Department of Environmental Management's (IDEM) review of the Treatability Study. As you may recall, we presented a verbal update on the status of IDEM's review on January 4, 1993. At that time we stated that we had been told by IDEM review personnel that we would have the official review comments by January 28, 1993. Since this time, we have continued to communicate with the IDEM to determine when their review will be completed. I was contacted by Ms. Aubrey Sherif of IDEM just this morning. She stated that they will be forwarding their review comments to us by this next week. After we receive the comments, they want us to review them and then meet with them to discuss their comments and evaluate the next steps. Consequently, Donan Engineering will schedule a meeting with IDEM to discuss their review comments as soon as we receive the information and review it.

We will keep you updated on the status of this review process and will report to you when we will be going to the IDEM for a meeting. If you need any additional information or have any questions, please feel free contact us at anytime. We appreciate the opportunity to be of service.

Sincerely,

DONAN ENGINEERING CO., INC.

Eric A. Welling, M.S., CHMM

Vice President of Environmental Services



January 25, 1993

Commissioner Borries
Board of Commissioners
Vanderburgh County
Rm. 305 Civic Center Complex
Evansville, IN 47708

Dear Commissioner Borries,

Congratulations on your re-election to the Vanderburgh County Board of Commissioners.

As you may recall, in October 1992 I came before the board to request authorization to submit the bench scale simulation findings on the County Garage Corrective Action Plan to the Indiana Department of Environmental Management (IDEM). The authorization was granted and I left the project in the capable hands of one of my associates at Donan Engineering while I moved to Columbus, Ohio to found my own consulting company. Recently, however, I have discovered that the submittal has bogged down at IDEM, and no apparent attention has been given to the project to facilitate the approval.

This situation as I understand it gravely concerns me, as time is of the essence to keep this critical and highly visible project on schedule. If IDEM approval is not gained soon, and plans made for site remediation, the process will be delayed into the fall of 1993, which will not be the ideal time to perform the work. The delay will also cost the county more money in managing the project, and having the site remediation performed during a less ideal period of time.

As a professional, I am concerned that this high profile project be properly managed and that negotiations with IDEM be handled in the appropriate manner. When I managed the project, I was personally involved to assure state approval and to keep the project within budget.

If for any reason you would like my assistance to see this project through, or to keep it moving in the right direction, I am available. I may be reached at 614-337-2003. I would appreciate the opportunity to see the project through with my new company, Environmental Consulting & Engineering Company, Inc.

I am in the Evansville area frequently, as I have business interests and clients to whom I provide consulting services. Therefore, the present location of my company should pose no problem with overseeing and completing the job in a timely and cost efficient manner. I am currently working to establish an office in Evansville, which I expect to have opened and staffed in March. I look forward to hearing from you and discussing this matter in person.

Sincerely,

ENVIRONMENTAL CONSULTING & ENGINEERING COMPANY, INC.

Allen R. Frederick, CHMM

**President** 

## Veterans Council of Vanderburgh County Indiana, Inc.

300 Court St., P.O. Box 3764 Evansville, Indiana 47736-3764 [812] 424-5879 422-2467 FAX 424-5879

March 25, 1993

Vanderburgh County Board of Commissioners Civic Center Complex Martin Luther King Boulevard Evansville, Indiana 47708

Dear Commissioners:

We respectfully request an appointment to appear before you at your next meeting, Monday, March 29, 1993. The topic(s) that we wish to discuss are:

- 1.) The operation of the parking lot located at the rear of the Coliseum;
- 2.) The addition of an Ingle Street Entrance to the parking lot, to be used in the case of blockage of the existing two drives; and,
- 3.) Who is responsible for the day-to-day operation of the Coliseum, including, but not limited to, authority to write and enforce rules of operation, negotiate and issue agreements and sub-rental contracts. This last point may necessitate to issuance of a new long-term lease agreement between the Weterans Council and the County Commission

Respectfully submitted,

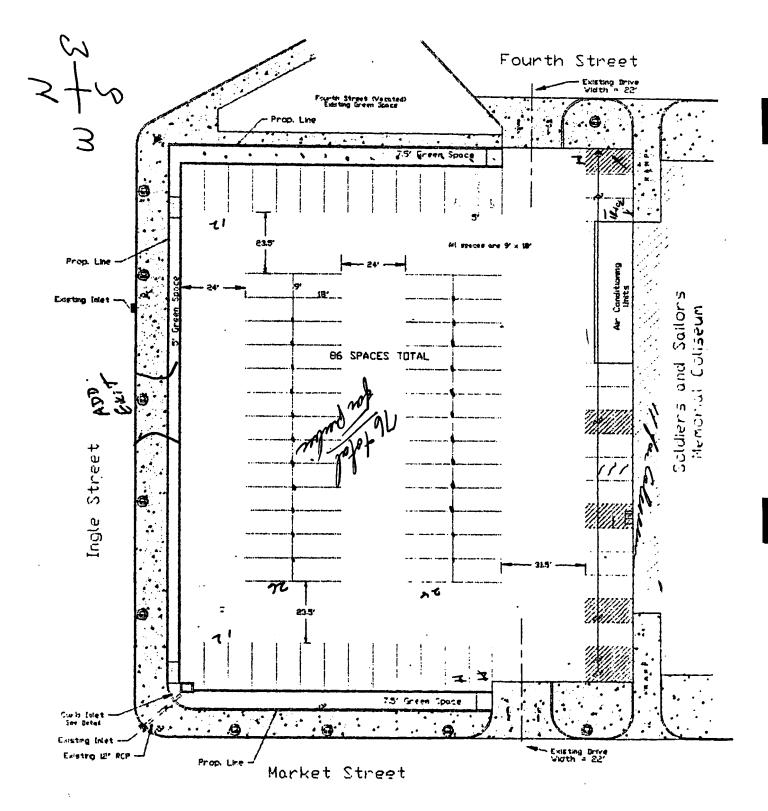
L. O. Montgomery,

Commander,

Veterans Council of Vanderburgh County. Inc.

. LOM/bj

# mark D. acker



Parking Lot Detail

#### EVANSVILLE URBAN TRANSPORTATION STUDY

Civic Center Complex, Room 316, 1 N.W. Martin Luther King, Jr. Blvd. Evansville, IN 47708-1833 (812) 426 5230

ROSE M. ZIGENFUS, M.P.A. EXECUTIVE DIRECTOR

TO:

John Stoll, County Engineer

FROM: Debbie Tilley, Chief Transportation Engineer

Maintenance of RR crossing on Boonville-New Harmony Road (west of Highway 41) and Local Budgeting of Federal-Aid Highway Projects

DATE:

March 25, 1993

As we discussed on the telephone yesterday, the track master from CSX, Mr. Todd Eckler (882-4757), may be contacting you or Mr. Hunter within the next couple of weeks. Mr. Hunter had received complaints concerning the rough crossing surface and requested our assistance this winter.

Mr. Eckler informed me that CSX would be performing maintenance on mr. Eckler informed me that CSX would be performing maintenance on the Baseline Road crossing within the next couple of weeks and will also evaluate the Boonville-New Harmony crossing to see what can be done to improve rideability. CSX may request cooperation from Vanderburgh County and the Town of Darmstadt (contact person Jerry Akin, 867-7143) with regards to providing materials (asphalt) and/or sharing the cost of longer lasting material (empton rubber flange approximately \$100/foot).

If the surface can be upgraded with CSX providing the labor and the local agencies (Vanderburgh County and/or the Town of Darmstadt) providing the materials, the improvement will be accomplished in a much shorter time frame and with a considerable savings in comparison to programming it for federal funding. In addition, this location could not be a candidate for federal funding because it is already equipped with automatic signals and gates and is not in the top 20% of our crossing prioritization list.

Additionally, I have enclosed a copy of the memo I sent to you last month listing the local share of the federally programmed Railroad projects within Vanderburgh County. I would encourage you to budget the local estimated share for these projects as soon as possible to avoid any delays to these projects. The estimated local share of the Mill Road and Mt. Pleasant projects were adjusted in the FFY'94 TIP to \$9,000 per crossing. This was approximated from actual costs of protection projects within the MPO study area.

Please call me if you have any questions or comments.

DT/jw

Enclosure

cc: Vanderburgh County Commissioners



#### EVANSVILLE URBAN TRANSPORTATION STUDY

Civie Center Complex, Room 316, 1 N.W. Martin Luther King, Jr. Blvd. Evansville, IN 47708-1833 (812) 428-5230

ROSE M. ZIGENFUS, M.P.A. EXECUTIVE DIRECTOR

TO:

John Stoll, County Engineer

FROM: Debbie Tilley, Transportation Engineer

SUBJECT:

Estimates of Local Match Needed for Programmed Railroad Projects

DATE:

February 23, 1993

The following is a list of county railroad projects which have been programmed. The dollar amount is a preliminary estimate of the county share of the construction costs. The county is required to pay their estimated share within a month or two of signing the agreement between the Railroad and the county.

#### PROGRAMMED FOR INSTALLATION OF AUTOMATIC SIGNALS & GATES

| Location          | Estimate of County Funds Required (10% of Total) |
|-------------------|--|
| Red Bank Road     | \$8,466  |
| Mill Road         | \$7,500  |
| Burkhardt Road    | \$7,180  |
| Mt. Pleasant Road | \$7,500  |

In addition, a request for the installation of a new crossing surface has been added to the automatic signal and gate project on Boonville-New Harmony (East of S.R. 57). The total county share of the project will be approximately \$17,500. Your records should show that you've already paid (prior to 3-31-92) the county's share for the signal and gates. The difference (Total Estimate (\$17,500) - Previously Paid) would be the amount remaining to be paid by the

These five projects are at various stages of proceeding toward construction. The projects will probably not all be ready for construction at once. You may want to prepare for the Burkhardt, Boonville New Harmony and Red Bank funds to be requested during the remainder of calendar year 1993.

DT/jw

P.O. Box 4034 C.R.S., Johnson City, Tennessee 37602 203 Broyles Drive, Johnson City, Tennessee 37601

Phone (615) 282-6141 Fax (615) 282-6148

March 8, 1993

Board of County Commissioners Vanderburgh County, Indiana Room 305 Civic Center Complex One NW Martin Luther King, Jr. Blvd Evansville, IN 47708

Intersection of Theater Drive & Green River Road Re:

Dear Commissioners:

We presently hold an option on 28.36 acres at the Northwest Intersection of Theater Drive and Green River Road. A retail operation of 121,148 square feet is being proposed. This retail operation will generate the following: - 2,000 cars per day

8 tractor trailers per day

15 delivery trucks per day

We are requesting two points of ingress and egress on Green River Road and two points of ingress and egress on Theater Drive. We also feel a signal intersection will be the determining factor of the success of this location.

We are requesting the Vanderburgh County Commission to determine if they will encourage the state to install a traffic signal. It is our understanding if the county requests a signal at this intersection then the state will include this in the present construction on Green River Road. It is also our understanding that the state will signalize the intersection only after the county provides 20% of the cost.

Mountcastle Corporation is prepared to pay the 20% cost for the signal which would be attributed to the county. We will also provide any additional engineering needed for the signal and the ingress/egress drives. We are prepared to escrow the money or pay it directly to the county.

Page 2 Letter to the Board of County Commissioners March 9, 1993

It is our belief that a signaled intersection is a must for any retail development in this area.

١

I am thanking you in advance for your consideration.

Sincerely,

MOUNTCASTLE CORPORATION

m mel

John M. Marshall Vice President

JMM/pa

cc: Frank F. McDonald, Mayor John Stoll, County Engineer Herb Butler, City Engineer Rose Ziggenfus, EUTS Morley and Associates, Inc.

File

## REQUEST FOR APPROPRIATION

| Department                            | Cour       | ty Commissioner                | 'S        | DATE:         | 3/24/93             |
|---------------------------------------|------------|--------------------------------|-----------|---------------|---------------------|
| AC                                    | COUNT      | LINE                           | ITEM      |               | AMOUNT              |
| 13                                    | 30-3530    | Contractual                    | Services  |               | 3,004.50            |
|                                       |            |                                |           |               |                     |
|                                       | . •        |                                |           |               |                     |
|                                       | :          | explanation of                 | NEED FOR  | REOUES'       | <b>:</b>            |
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| Balance of                            | ACCOUNTS   |                                |           |               |                     |
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| · · · · · · · · · · · · · · · · · · · | V          | ANDERBURGH COU<br>REC'D        | NTY       | <del></del> . |                     |
|                                       |            | MAR 2 1993                     |           |               |                     |
| VCC-2                                 |            | AUDITOR DEP                    | ARTHENT H | EAD:          | ichard J. Bonie     |

B

## REQUEST FOR APPROPRIATION

| DEPARTH | ENT: Cour    | nty Commissioners  | DATE        | 3/25/93                         |             |
|---------|--------------|--------------------|-------------|---------------------------------|-------------|
|         | <del></del>  |                    |             |                                 |             |
|         | ACCOUNT      | LINE ITEM          |             | AMOUNT                          |             |
|         | 130-3170     | Depositions        |             | 130.00                          |             |
|         |              |                    |             |                                 |             |
|         |              |                    | <del></del> |                                 |             |
|         |              |                    |             | <del></del>                     |             |
|         | E            | KPLANATION OF NEED | FOR REQUE   | ST                              |             |
|         | Need funds t | o pay for depositi | ons in the  | Sheriff's                       |             |
|         |              | sion hearing on 3/ |             | <del></del>                     |             |
|         | This was for | Roy J. Burris      |             | HUNGH COUNTY                    | <del></del> |
|         | Invoice # 16 | 2 is for \$ 242.50 |             | KEU D                           |             |
|         |              |                    | M           | AR 25 1993                      |             |
| Balance | OF ACCOUNTS: |                    | ;           | AR 25 1993  Lem Hampley AUDITOR |             |
| ACCOUN  |              | DISBURSEMENTS      | BALANCE     | BALANCE AFT                     | CER APP     |
| 130-31  | 170 = 500.00 | 374.65             | 125.35      | 255.35                          |             |
|         |              |                    |             |                                 |             |
|         |              |                    |             |                                 |             |
|         | •            |                    |             | ·<br>                           |             |
|         |              | •                  | P           | had J. D                        | mies        |
| VCC-2   |              | DEPARTME           | NT HEAD:    | The second second               |             |
|         |              |                    |             | :                               | BY          |



Alt & Witzig Engineering, Inc.

3405 W. 96th Street • Indianapolis, Indiana 46268 (317) 875-7000 • Fax (317) 876-3705

Soils/Grotroh. Info-Volkmen - Allens

| FROM: ETAL VELLE  |
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| FROM: Gac Feer  |
| DATE: 3 17 93   |
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| (317) 875-7000  |
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#### CONFIDENTIALITY NOTICE:

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Offices: Cinconnut, Obio Hyansville • Ft. Wayne • Lafayette • Terre Huite • South Bend, Indiana Subsurface Investigation and Foundation Eng Construction Materials Testing and Inspec Environmental Services March 17, 1993

Vanderburgh County
Engineering Department
715 A Locust Street
Evansville, Indiana 47708
ATTN: Mr. Gary Urban Kercher

NUK.

RE: Proposal & Scope of Work

Contract Drilling

Vanderburgh County, Indiana

#### Gentlemen:

In sempliance with pour request four soil horines will be performed to bedrock elevation, or at an estimated depth of approximately eighty (80) feet. Split-spoon sampling at five (5) foot intervals will be performed. Two (2) of these borings will be cased with PVC and grouted in-place. Approximately 80.0 feet of riser will be used for each of these two (2) borings. The disposal of the cuttings will be the owners responsibility.

It is our understanding that you will provide field and office engineering to manage the investigation. It is estimated that the cost for the outlined project will be \$5,281.00. If additional drilling is necessary, unit fees are shown on the attached "Schedule of Services and Fees". We have based this cost estimate on our outlined schedule of fees and services. We guarantee not to exceed the scope of work proposed for this project without your prior approval.

Please find enclosed a detailed summation of our Schedule of Estimated Costs and Unit Fees. We generally require written authorization prior to beginning a project. Please feel free to return a signed photocopy of this proposal to expedite the project.

Thank you for this opportunity to offer our services. If you have any questions or require additional information, please contact us at your convenience.

Very truly yours,

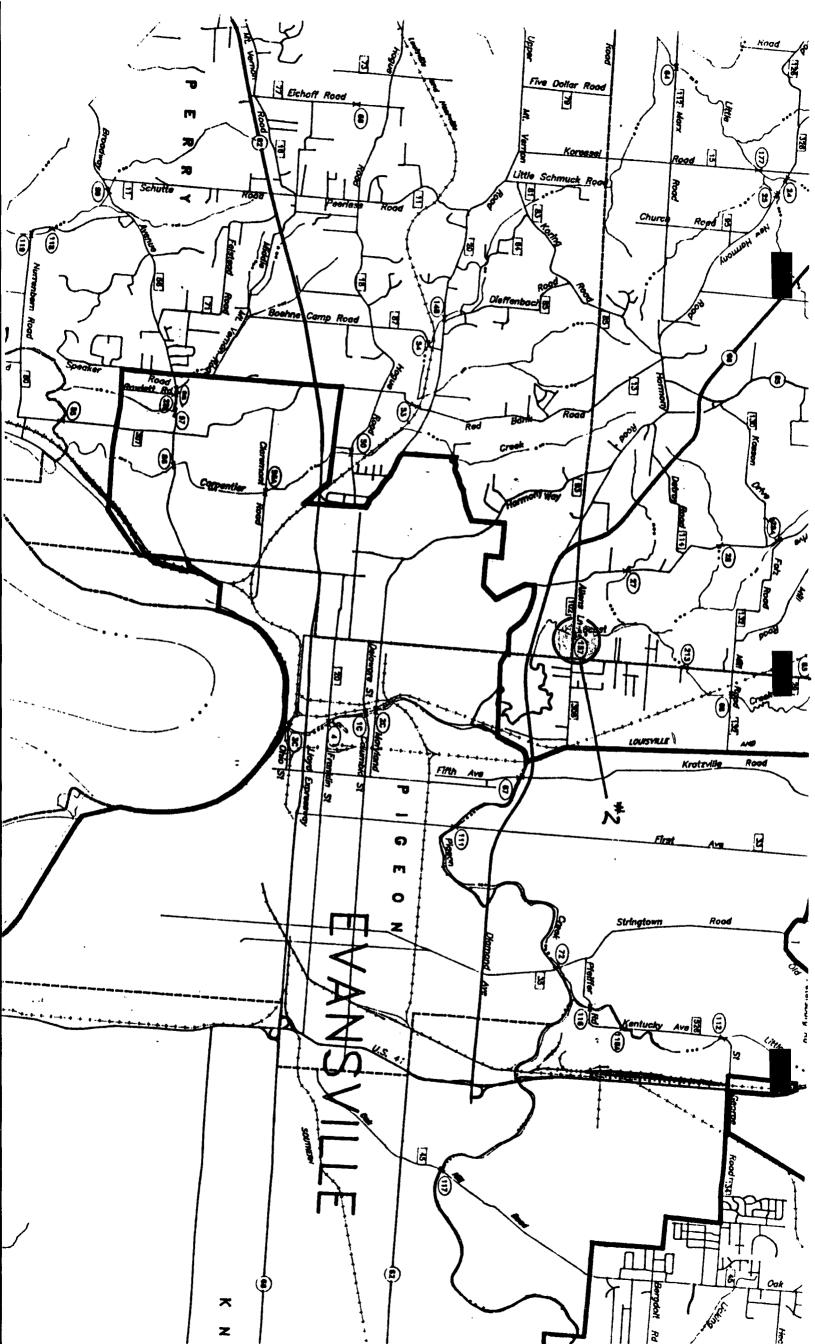
ALT & WITZIG ENGINEERING, INC.

Eric Felix, Project Engineer

EF:kdc

## SCHEDULE OF UNIT FEES AND ESTIMATED COSTS

| Drilling Services  |  |                        |
|--|--|------------------------|
| Mobilization   | lump Sum   | \$ 175.00              |
| Additional Mobilization  | Est. 1 @ \$100.00/ea.  | \$ 100.00              |
| Drilling 4.25" I.D. HSA<br>5' Sampling                           | Est. 320' @ \$7.25/ft.   | \$2,320.00             |
| Soil Sampling (ASTM D-1586)                                      | Est. 64 @ \$12.00/ea.  | \$ 768.00              |
| Monitoring Well Installation                                     |  |                        |
| 2" Sch. 40 PVC Riser<br>10.0" Sections<br>5.0" Sections          | 16 @ \$10.00/ea.<br>- @ \$8.00/ea.   | \$ 160.00              |
| Protective Covers  | 2 @ \$65.00/ea.  | \$ 130.00              |
| 2º Well Locking Caps   | 2 @ \$14.00/ea.  | \$ 28.00               |
| Well Construction (2-man crew)                                   | Est. 6 hrs. @ \$100/hr.  | \$ 600.00              |
| Grouting   | Est. 160' @ \$5.00/ft.   | \$ 800.00              |
| Clean-Up (1-man crew)  | Est. 2 hr. @ \$100/hr.   | \$ <u>200.00</u>       |
|  | •  | . \$5,281.00           |
| month. In the event Alt & Witz collect any balances due, I agree | avs. Balances over 30 days bear interest at ig Engineering. Inc. is required to employ an to pay reasonable costs and attorney fees. | 1-1/2% per attorney to |
| Authorization, Signature Richard Do F                            | reies  |                        |
| Name (Printed)   |  |                        |



anderburgh County Engineering Department

715-A Locust Street - Evansville, Indiana 47708 Telephone: (812)424-9603

## **Facsimile Cover Sheet**

To: Eric Felix

Company: Alt & Witzig Engineering

Phone: (317)875-7000 Fax: (317)8<del>76</del>-3705

From: Gary Urban Kercher

Company: Vanderburgh County Engineering

Department

Phone: (812)424-9603

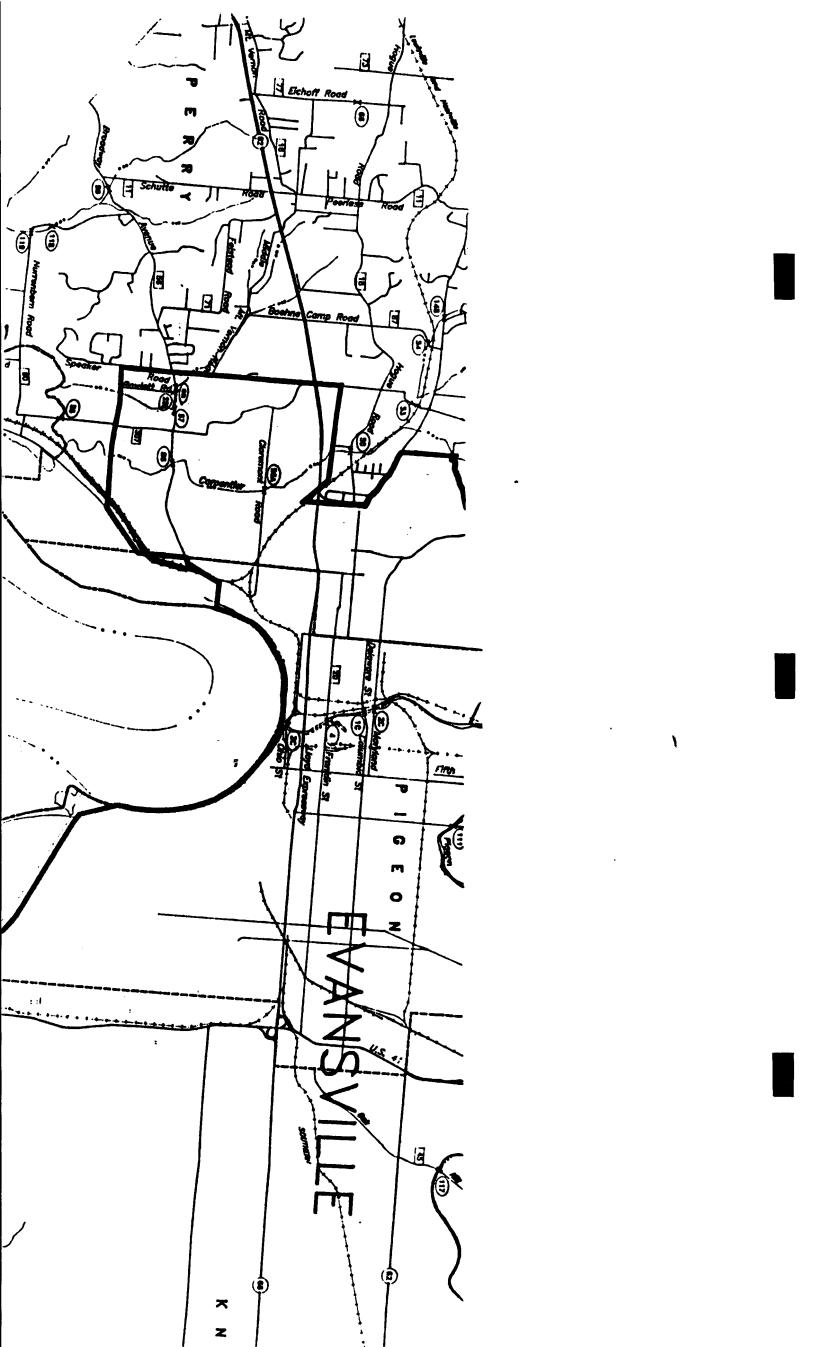
Fax: (812)426-5344

Date: 03/16/93

Pages including this

cover page: 3

Comments: The locations are shown as #1 and #2. Two borings at each location with one at each needing pipe and grout.





201 WEST COURT AVENUE • P.O. BOX 429 • JEFFERSONVILLE, IN 47131 (812) 283-7340 • FAX (812) 282-1093

March 26, 1993

Indiana Department Of Transportation 621 North Ninth Avenue Evansville, Indiana 47712

Attention: Mr. Stuart May

Reference: INDOT Contract B-20039

Vanderburgh County, IN.

Dear Mr. May,

Per your request E.H. Hughes Company hereby submits a proposal for Construction Engineering on the above referenced project. The lump sum price for this item is \$13,099.00. This amount includes all work required by the Specifications for this item.

Since this is an on going item, any assistance you can provide in expediting approval would be appreciated.

Sincerely,

James E. Horton

cc: Bobby Shaver John Sullivan Richard Clarke

F11e



## VANDERBURGH COUNTY HIGHWAY DEPARTMENT PROGRESS REPORT , March 19, 1993 thru Thursday, March 25, 1993 Friday, March 19,

#### Friday. March 19, 1993

Eight Crews ran their regular snow routes because of freezing rain. Two Crews hand salted and sanded subdivisions and intersections. One crew ran barricades.

#### Monday, March 22, 1993

The Gradall and one crew replaced a driveway culvert at 5203 James.

The Belt Loader cleaned South Weinbach.

The Patch crews worked on Wimberg and St. Joe Avenue.

Four crews and the grader rocked and graded roads in the bottoms, one crew rocked mailbox approaches.

One crew picked up barricades.

Garage - one crew cleaned and repaired the distributor, one crew worked on new offices, and one crew washed trucks.

#### Tuesday, March 23, 1993

The Gradall and one crew installed culvert at 5209 James.

The Patch crews worked on Frontage Road.

Three Rock crews and the Grader rocked and graded roads in the bottoms.

Two crews rocked mailbox approaches on Green River Road and Old Petersburgh. Garage - one crew worked on new offices, one crew washed trucks and one crew worked on large roller.

#### Wednesday, March 24, 1993

The Gradall and one crew ditched Korff Road. Two Patch crews worked on Frontage Road and Boonville New Harmony Road. Four rock crews and grader rocked and graded Old Henderson Road. The Tiger Mower and one crew worked on various work orders in the county. The Gradall and 2 Tree crews worked on Old Henderson Road. One Crew ran barricades. Garage - one crew worked on new offices and one crew washed trucks.

#### Thursday, March 25, 1993

The Gradall and one crew ditched Korff Road.

The Patch Crew worked on Evergreen Road, Melody Hills and Korressel. The Trash crew worked at the garage and River Road.

Four rock crews and the Grader worked on Old Henderson Road and Waterworks Rd.

The Tiger Mower worked on various work orders in the county.

Tree Crews worked on Old Henderson and Denzer Road.

Garage - one crew washed trucks and one crew worked on new offices.

### EMERGENCY CALL IN

### Tuesday, March 23, 1993

One crew (one truck driver and one laborer) was called in to run barricades for high water.

#### VANDERBURGH COUNTY BRIDGE CREW PROGRESS REPORT Friday, March 19, 1993 thru Thursday, March 25, 1993

#### Friday, March 19, 1993

Crew #1 - worked at the garage.

Crew #2 - Hand salt and sand box culverts, cut up and pick up debris from Bridge #50.

Crew #3 - Hand salt and sand box culverts, put 73'2 in chuck holes on Pfeiffer

Road Bridge, 5th Ave. Bridge and Lexington Ave.

#### Monday, March 22, 1993

Crew #1 - Repair Pfeiffer Road Bridge with Duracrete.
Crew #2 - Clean drain and culverts at Baseline and Boonville New Harmony Road.

Crew #3 - Install culvert at 5209 James.

#### Tuesday, March 23, 1993

Crew #1 - Repair 5th Ave. Bridge with Duracrete.

Crew #2 - Install culvert at 5209 James Ave.

Crew #3 - Repaired 5th Ave. Bridge with Duracrete.

#### Wednesday, March 24, 1993

Crews #1, #2, and #3 - all worked repairing 5th Avenue Bridge with Duracrete.

#### Thursday, March 25, 1993

Crew #1 - cleaned culverts at 13340 Green River Road, cleaned Mosquito Road and Outer Darmstadt bridges.

Crew #2 - repaired drains at 6939 Copperfield. Crew #3 - cleaned up equipment, built barricades.

| Warrant No   | I hereby certify that the within bill is true and correct; that the supplies and materials therein itemized and for which charge is made were ordered by me and were necessary to the public business; that each and every item has been delivered to me at prices mentioned, and was in accordance with contract, except |                          |              |                    |                          |  |
|--|---|--------------------------|--------------|--------------------|--------------------------|--|
| Date   |   |                          |              |                    |                          |  |
| IN FAVOR OF  Vendor Name Given & Spindler                            |   |                          |              |                    |                          |  |
| Vendor No. #1867   |   |                          |              | Signature of Offic | e Holder                 |  |
| \$ 4,757.61  ON ACCOUNT OF APPROPRIATION  Dept. Fund Name Auditorium |   | n; that it is duly authe |              |                    | oon contract / statutory |  |
| Account No. <u>1440–3790</u>   |   |                          |              | Auditor            |                          |  |
| Allowed 19   | COST DISTRIBUTION — TO BE COMPLETED BY DEPARTMENT   |                          |              |                    |                          |  |
| In the sum of \$ Leghand ! Danies                                    | INVOICE NO.  Attached   | PURCHASE<br>ORDER NO.    | INVOICE DATE | ACCOUNT NO.        | #4,757.61                |  |
| Board of Commissioners   |   |                          |              | :                  |                          |  |
|  |   |                          |              |                    |                          |  |
|  |   |                          |              | TOTAL              | \$4,757.61               |  |



| IN FAVOR OF NAME AND ADDRESS  RARR, DEES, DONOVAN & RANK  SOS UNION FEDERAL BUILDING  POST OFFICE BOX 3446   | as follows:  That it is in proper for | ticated as required by law.  |
|--|---------------------------------------|--|
| . 14,644.42  | ••••••••••                            | Auditor  |
| N ACCOUNT OF APPROPRIATION  COUNT NO. 130 - 36/0  RCHASE ORDER NO.  VOICE NO. 46286  RPOSE  Howed 19  In the sunf of state of sta | 3/18 Fisher Donies                    | I certify that the within bill is true and correct; that the supplies and materials there itemized and for which charge is made were ordered by me and were necessary to the public business; that each and avery stelly has been delivered to life at prices mentioned and was in accordance with contract, except. |

Legal Services & Expenses .....:

| Warrant No  | I hereby certify that the within bill is true and correct; that the supplies and materials therein itemized and for which charge is made were ordered by me and were necessary to the public business; that each and every item has been delivered to me at prices mentioned, and was in accordance with contract, except |   |                                  |                          |                          |  |  |
|---|---|---|----------------------------------|--------------------------|--------------------------|--|--|
| Date  |   |   |                                  | -·                       |                          |  |  |
| Vendor No. 3044   | 3/,   | 3½  | 3                                | Signature of Office      | Brief -                  |  |  |
| s 1,413,43  | I have examined the   | within claim and he                                 | reby certify as follows          | :                        |                          |  |  |
| ON ACCOUNT OF APPROPRIATION  Dept. Fund Name LOGAL FEES | That it is in proper form authority; that it is ap  | n; that it is duly auther<br>parently correct / inc | nticated as required by correct. | law; that it is based up | oon contract / statutory |  |  |
| Account No. 30 - 3610                                   |   | ,   |                                  | Auditor                  |                          |  |  |
| Allowed 19  | Ċ   | OST DISTRIBUTION                                    | - TO BE COMPLET                  | TED BY DEPARTMEN         | NT                       |  |  |
| In the sam of \$   Dames                                | INVOICE NO.   | PURCHASE<br>ORDER NO.                               | INVOICE DATE                     | ACCOUNT NO.              | AMOUNT PAID              |  |  |
| White giles   |   |   |                                  |                          | 14/3.43                  |  |  |
| Board of Commissioners                                  |   |   |                                  |                          |                          |  |  |
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|   |   |   |                                  |                          |                          |  |  |
|   |   |   |                                  |                          | · .                      |  |  |
|   |   | ·   |                                  | TOTAL                    | 1413.43                  |  |  |

| Vagrant No  | for which charge is n                             | nade were ordered b   | y me and were neces     | supplies and materials<br>ssary to the public but<br>d was in accordance | siness; that each and   |     |
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|   | -5  | . !                   |                         |  |                         |     |
| IN FAVOR OF   | <del> </del>                                      |                       |                         |  |                         |     |
| ndor Name CHARLES W. Kuston                               | -   |                       |                         | 0.4  |                         |     |
| ndor No. // DO147   |   | brek 26 , 1993        | <u> </u>                | Signature of Office  | Holder                  |     |
|   |   | •                     |                         | Osignature of Office   | Holder                  |     |
| \$ 348.00   | i have examined the                               | within claim and he   | reby certify as follows | B:   |                         |     |
| ON ACCOUNT OF APPROPRIATION opt. Fund Name QUIRACTUR SUCS | That it is in proper form authority; that it is a |                       |                         | law; that it is based up   | on contract / statutory |     |
|   |   |                       |                         | Auditor  |                         |     |
| count No. <u>203-3930</u>                                 |   | ,                     | ····                    | Auditor  |                         |     |
| owed 19   | C   | OST DISTRIBUTION      | - TO BE COMPLE          | TED BY DEPARTMEN   | NT                      |     |
| The pour of \$ 1 Possies                                  | INVOICE NO.                                       | PURCHASE<br>ORDER NO. | INVOICE DATE            | ACCOUNT NO.  | AMOUNT PAID             |     |
| later July  | 30  | :                     | 3/21/02                 | 203-3980   | 211.00                  |     |
|   |   |                       | 2/20/13                 | <u> </u>   | <u> </u>                |     |
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| Board of Commissioners                                    |   |                       | <del></del>             |  |                         |     |
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| į.  |   |                       |                         | TOTAL  | 348.00                  |     |

# MINUTES COUNTY COMMISSION MEETING APRIL 5, 1993

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| County Highway Garage/Treatability Study  | 3   |
| Old Court House Preservation Society/Air Conditioning of 3rd Floor/Request for Funding - Faye Gibson (Board authorized going on Council Call for \$23,000; J. Stoll to request SIGECO to conduct energy audit and provide F. Gibson with figures) | 4   |
| County Treasurer/Request for Ordinance to Charge \$15 Fee for All Returned Checks as a Result of Not Clearing the Taxpayer's Bank Account   | 5   |
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| County | Engineer | (Continued) |  |
|--------|----------|-------------|--|
|        |          | _           |  |

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| County-Wide Bridge Inspection (J. Stoll recommends<br>Short List; to set up interviews and advise<br>Commissioners of interview schedule) |
|---|
| 1993 Road Paving List (Commissioners to review and prioritize)  |
| Road Management System (approved); letter to be forwarded to the State  |
| Computers/Printer for County Highway Garage<br>Construction Engineering Agreement/Green River Rd.<br>Phase "B"                            |
| Orchard Rd./Relocation of Utility Pole; letter to be sent to SIGECO   |
| Request for \$800,000 interest free loan from the State   |
| County Highway - Bill Morphew   |
| Consent Agenda (Approved as amended)  |
| New Business  |
| Meeting Adjourned @ 6:55 p.m  |
|   |

# MINUTES COUNTY COMMISSION MEETING APRIL 5, 1993

The Vanderburgh County Board of Commissioners met in session at 5:30 p.m. on Monday, April 5, 1993 in the Commissioners Hearing Room with President Rick Borries presiding.

## RE: INTRODUCTIONS & PLEDGE OF ALLEGIANCE

President Borries called the meeting to order, welcomed the attendees, introduced members of the County Staff (A. Kissinger, M. Abell, P. Tuley, D. Hunter, himself, S. Humphrey and J. Matthews) and asked the group to stand for the Pledge of Allegiance.

Commissioner Borries asked if there are any groups or individuals who wish to address the Commission but do not find their particular item of interest on tonight's agenda.

#### RE: <u>LYNCH ROAD DESIGN PLANS</u>

Mr. Tom Turi of Bernardin, Lochmueller & Associates said they're doing Lynch Rd. and he has the Title Sheet to the paving plans from Oak Hill Rd. to Burkhardt Rd. There should be a letter in the file where the State has reviewed the plans and recommended sending the tracings. He called John Stoll earlier today.

Commissioner Borries said he believes Mr. Stoll is outside the meeting room, but the Commission will go ahead and take this item now.

Upon motion made by Commissioner Tuley and seconded by Commissioner Hunter the Lynch Rd. (Project E-185) paving plans were signed; copies will be made and forwarded to the County Engineer and the State. So ordered.

# RE: AUTHORIZATION TO OPEN PROPOSALS RE HECKEL RD. BRIDGE #76

Upon motion made by Commissioner Tuley and seconded by Commissioner Hunter, Attorney Kissinger was authorized to open the proposals received concerning Heckel Rd. Bridge #76. So ordered.

# RE: <u>EUTS - PROGRESS REPORT</u>

President Borries said he has asked Rose Zigenfus to give a periodic update to this Board regarding any activities that are pertinent to the County. He thought one item might be that the Board would directly get information regarding the projects that are given to the EUTS Board. His concerns have been that we get into situations such as that which recently occurred with the Boonville-New Harmony Rd. and we get a loud public outcry that tells us here that we're a little bit far ahead of where the community attitude and community needs are. He then asked if Ms. Zigenfus would now like to highlight where they are in relation to several projects mentioned on the memo of March 22nd given to the EUTS Board.

Ms. Zigenfus said this is their monthly project update that is prepared. It is prepared only for those projects that have had progress in the most recent months. Thus, the Commissioners may not see some of the County projects on the report. It includes City, County and Warrick County projects, including railroad and bridge projects. The County projects are:

Green River Rd. North: Construction activities for Section "A", which is S. R. 62 or Morgan Avenue to Spring Valley are continuing. The final tracings for Phase "B" have been reviewed by INDOT and INDOT has also received the check prints of the roadway section from Hirsch Rd. to Heckel Rd.

Stringtown Rd. Bridge: The Stringtown Rd. Bridge structure size and type plans and the Environmental Study have been approved. A field check was conducted on March 18, 1993. Due to the need for additional travel lane width on the bridge, converting one sidewalk to travel lane was discussed at the field check. Existing utility impacts will need to be addressed prior to design approval by INDOT.

Oak Hill Rd. Bridge: Design approval has been given by INDOT.

Railroad Project: She thinks there was just one Vanderburgh County railroad project and that was the one at Burkhardt Rd. The construction agreements have been executed by Norfolk-Southern. The construction agreements will be executed by the County. This was written March 22, 1993 and she doesn't know if John Stoll has presented that to the Commissioners or not. She thinks there was a matter of local match that needed to be set aside for that project. Once the Commissioners have executed those agreements they will be sent back to INDOT.

Commissioner Borries asked if Ms. Zigenfus would want to highlight for the Commission that although the Commission acted a couple of weeks ago regarding this Boonville-New Harmony 3-R project, it will remain in the TIP for how long? No action will be taken on this, but why will it remain in the TIP -- in case the public happens to see this remain in the TIP?

Ms. Zigenfus said it is in the 1994-1998 Transportation Improvement Program or the TIP, as we refer to it -- because it is part of the Year 2000 Long Range Transportation Plan. Projects that are included in the TIP that were developed as a result of the long range plan are at the discretion of whatever local public agency and, in this case -- the County Commissioners -- it is their decision as to whether or not they move that forward. It will remain in the TIP because it was developed back in 1978. In response to query from Commissioner Borries as to when it can be removed, Ms. Zigenfus said a new issue will be coming out next March.

Mr. Borries said if the Commission wished to hold some public hearings, which he would advise they do, to perhaps see if there would be another road that would be appropriate for that kind of 3-R widening project (such as Baseline Rd.), at that time could that be added? When would be the appropriate time for the Commission to be able to add an item to the TIP.

Ms. Zigenfus said the Commission might want to use the EUTS Technical Committee as a forum for discussion of adding a particular road project to the TIP. That can be done any time between now and the publication of the next TIP.

Mr. Borries said he is sure at some point they would use the Technical Committee, but what he is most concerned about is to, again, assess the community needs; because he is afraid we got out there and this thing began to get in our procedure and we, obviously failed to sound out some community feeling regarding this particular thing. That is what he wants to avoid this time. He'd like to talk with some residents in areas and then find out what might be an appropriate road and then certainly have the Technical Committee review that. He concluded by thanking Ms. Zigenfus for her report.

#### RE: COLLIS CORPORATION

It was noted by Commissioner Borries that Commissioner Hunter was absent last week and the Board deferred the Collis Corporation loan request so he would have an opportunity to hear a report on his request. He believes Mr. Hunter initiated a request to Attorney Kissinger to review the loan request form to see if it was proper, etc.

Attorney Kissinger said he has reviewed the Loan and Security forms and they are certainly in order and the County is certainly protected in every accepted legal method. He talked with Toby Shaw, the City Attorney, and he was familiar with the form -- but did not know at that time whether the City had actually entered into the agreement. Without commenting on the advisability of entering into the agreement, as far as the legal form is concerned the documents are certainly in order.

Commissioner Borries said this is just a draft of that particular item as it relates to the City of Evansville, so an appropriate draft would have to be prepared for the County. But, again, it is certainly within the power of this Board subject to available funding -- and apparently DMD is the group that has been authorized to administer this grant -- and sign the documents at a later date.

Upon motion made by Commissioner Tuley and seconded by Commissioner Hunter, the Board authorized the Loan Agreement and Security Agreement totaling \$150,000 being drafted and brought back to the Board upon completion for approval, subject to funding by the County Council. So ordered.

### RE: COUNTY HIGHWAY GARAGE

Commissioner Borries said he doesn't know whether there is a representative from Donan Engineering present, but there was a letter from IDEM sent this past week that apparently alarmed them. What this letter essentially -- he then asked Mark Abell if he's been able to find the letter, explaining the Commissioners have had some sickness in their office and they don't have it together today -- he doesn't have the letter he needs. letter from IDEM and then Donan called. There was a certified He called IDEM after talking with Donan. Essentially, he thinks Donan was unnecessarily alarmed. What the letter said was that they wanted to change the scope of the operation and the inspection and the review of the Treatability Study and what is going to happen at the County Garage. Essentially, what the letter says is that they are trying to get the County Garage out of the RCRA portion of this plan. RCRA portion had to do with the chemicals that had been stored there for some time. And it was the opinion of the gentleman he talked with at IDEM that he didn't feel that that was, at this point, significant. He was trying, he thinks, pretty well to say that he didn't have any problems with that particular part of the There would still have to be treatability and remediation done on the portion that has to do with any diesel spill or anything that has to do with diesel fuel, but the actual portion about any kind of contamination that related to the chemicals -- he said they were under review and that he would be back in touch with -- but it was their goal to get us out of that particular portion of the remediation. So he talked with these people and they said, in fact, they liked the plan. They felt the plan the County had submitted had been very well written. That is the reason he brought this up at this point. The Commissioners should receive a copy of the letter; it is somewhere in the office and will be found and he would ask that each Commissioners receive a copy. (Copy of letter attached hereto to the minutes.)

In referring to correspondence submitted at last week's meeting, Mr. Borries said one letter was a status update and the other a letter from Mr. Frederick, who developed the original plan, and who

has indicated a willingness that he would like to be involved in that plan. We've not heard or had much action on this for some time and, as he understands it, we are now to a point where we're beginning to hear from IDEM and it looks as though some of this could be resolved favorably for the County. So that's where we are. He's not sure the Board has to take any action on the letter, but the Commissioners probably need to stay tuned — because once they see the letter there could be some further developments on this.

# RE: OLD COURT HOUSE PRESERVATION SOCIETY/AIR CONDITIONING OF 3RD FLOOR - FAYE GIBSON

Ms. Faye Gibson, Executive Director at the Old Court House, said she hasn't been here publicly yet to thank the Commissioners for their personal, professional and public support via moving some County offices back into the Old Court House. She would like to go on record as doing so at this time. We're beginning with the County Engineer. We had looked at a central air conditioning configuration for the County Engineer's office and receiving quotes for as high as up to \$20,000 for only bout 1,500 sq.ft. What they have done now is look at what it might take to air condition the six (6) major rooms on the 3rd floor of the Old Court House. Since the bulk of the cost would be the units themselves, it would be just additional duct work to the other offices up there. What she has for the Commission tonight is a quote of \$23,300 which would, in effect, provide central air conditioning for the six major rooms on the 3rd floor, two of which will be occupied by the County Engineer; one which has been showed to Solid Waste Management as a possibility for their office; and then the other three, the County would be given preferential treatment for those offices. Basically she is here tonight to share that information and see if she can gather the Commissioners' support to go on Council Call to discuss it with them. They had initially rejected the quote of \$20,000 for central air conditioning for just two rooms. But she did talk with them at their March meeting, told them she would gather this information; and, they were very supportive of that. In response to query from Commissioner Tuley concerning the square footage for the six rooms, Ms. Gibson said we'd probably be looking roughly at a total of 5,000 sq. ft. for the \$23,000 as opposed to the \$20,000 for the 1,500 sq. ft.

Commissioner Borries said, "In my opinion, what this would give us would be a good work environment. I still don't see window air conditioners as either aesthetically or getting the job done in any other way except for those people who are going to sit near them. As Faye had pointed out, when we went to the County Council, there is a large space (probably as big as this room) between the actual roof and the third floor. So there is plenty of room for duct work. It doesn't hurt the aesthetics of the building. What it does is come from the ceiling and then we can begin to take some steps to have a quality work environment."

Ms. Gibson noted that the quote even goes so far as to make provisions for a secondary additional drain pan. One of her major concerns was that if we put this kind of equipment on the attic level above the ceiling of the third floor, since they deal in plaster and only plaster in the building — would they have any water problems. Specifically this was built in that they would have a back-up drain system just to make sure that doesn't happen. Aesthetically, the only thing we'd be looking at is either one large cutting in the room or perhaps three to four smaller ones where the defusers would be. But everything else could be laid above the ceiling and aesthetically be great for the third floor.

Commissioner Tuley said he's had the chance to travel extensively during the last several weeks around this state to a lot of County Court Houses that are still being utilized. He can't recall one having window units sticking out of them -- not one. And he thinks

it's ridiculous to even consider that.

In response to query from Commissioner Hunter, Ms. Gibson said this will cover the entire third floor -- heating and cooling.

Mr. Hunter then asked, "Secondly, what kind of difference are we talking about in terms of cost for window air conditioners and the \$23,000?"

Ms. Gibson said Council had already approved an appropriation of \$6,000 to buy state-of-the-art, top-of-the-line three (3) window units for the County Engineer, along with ceiling fans. The \$6,000 figure is probably a little high, but that is what was approved. Again, with the proviso that she come back to them and talk to them about this. But for the difference between \$6,000 and \$23,000, we're talking about the whole floor central air.

Mr. Hunter asked if the central unit wouldn't be a lot more efficient. Couldn't we get SIGECO to perhaps give us some kind of an energy audit so we can provide Faye with some numbers that -- in other words, approximately what we would save each year by installing central air versus window units -- because you've still got the heat in the winter months. Could we contact SIGECO and ask them to come in and give us some kind of audit on this?

Mr. Stoll said he will contact SIGECO .

Ms. Gibson said the 3rd floor in that building is unique, in that it doesn't have as much office space -- because the court rooms originally on the 2nd floor are two story and the court rooms, themselves are a good 2,000 sq. ft. on each end. So that is 2,000 sq. ft. gone on each end of the third floor. It's really kind of a nice test market of something to work with. We've got the attic above it -- and it's quit doable. The first and second floors might be more of a challenge, but the third floor is very doable.

Commissioner Borries said he surely thinks it makes sense and\shows that we can also provide for future expansion and in the long run that's got to be more cost effective, because the only way to expand this place is to go up. And we're talking, again, about the preservation of a historical structure versus spending who knows how much to have to try to expand this building. He prefers to go the Old Court House route. He then entertained a motion.

Motion was made by Commissioner Tuley to authorize Ms. Gibson to go before County Council and plead, beg, or whatever she has to do and request \$23,000. Motion seconded by Commissioner Hunter. So ordered. Mr. Hunter reiterated that in the long run he is sure we will save money by going with a central unit -- and they know that.

Mr. Borries said Curt Wortman ought to know that -- that's what he does.

RE: COUNTY TREASURER/REQUEST FOR ORDINANCE TO CHARGE FEE FOR ALL CHECKS RETURNED AS RESULT OF NOT CLEARING TAXPAYER'S BANK ACCOUNT

The meeting continued with President Borries reading a request letter from County Treasurer Jayne Berry-Bland with regard to charging a \$15.00 fee for all checks returned as the result of not clearing the taxpayer's bank account. This would reimburse the County for postage and other office expenses incurred on the certified letters required to prosecute in case of failure to pay. She says most businesses and other Indiana counties charge a fee on returned checks.

Mr. Tuley said the only comment he would have is that he would like to see that **not** limited to the County Treasurer's office; to make that a county-wide office for any office that receives returned checks -- that there is a \$15.00 service fee. In response to comment, Mr. Tuley said that as far as Burdette Park is concerned, the only time they turn a check over to the Treasurer's office is when they have been unable to collect. So eventually, all checks written to the County to end up in the Treasurer's office.

Auditor Humphrey said the Prosecutor has a Bad Check Program and he thinks they collect money for bad checks, too.

Mr. Tuley said he was thinking of making the ordinance county wide; but, as stated, he guesses the checks end up in the Treasurer's office anyway. What about child support checks?

Attorney Kissinger said they will not accept personal checks that will bounce anyway. It has to be money order or cashier's check. There should be a time limit put on it -- how much time they have to make the check good, etc., and if they don't make good within a certain period of time....

Mr. Tuley said he doesn't think that is what the Treasurer is asking.

Attorney Kissinger said what he is saying is, if someone bounces a check and we want to give them the opportunity to come in and make the check good, that's fine. If the County wants to attach a penalty to that, that's fine, too. But we should put some kind of time limit on it -- even the penalty. The face amount of the check must be paid, plus the penalty, within a specific period of time or it will be turned over for collection.

It was the consensus of the Board that they approved the concept and refer the matter to Attorney Kissinger, who will draft the proposed ordinance.

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

## RE: VANDERBURGH AUDITORIUM - ANDY DAVIDSON

Mr. Andy Davidson of Given & Spindler was recognized and said he first would like to thank Commissioner Borries for his support in his State of the County address concerning the Vanderburgh Auditorium.

Mr. Borries said Mr. Davidson's comments are well taken and he appreciates same. There are probably a few others who would like to dynamite the facility. His remaining comment is don't dynamite it while he is in there.

Quotes for Concrete: Mr. Davidson said the Commissioners will find three (3) quotes for the concrete. They went on Council call previously and were rejected because the low bidder was a non-union contractor who would not pay the prevailing wage. The three bids before the Board today, the recommendation he would make is that they approve the Popham Construction Co. bid, which also is a non-union contractor — but who will pay the prevailing wage. That has been documented. The main difference between his bid and the other two bids (Concrete Pavers & Arc Construction) is in the thickness of the concrete. He is pouring back 6 inches of concrete everywhere where the other two proposals are for 4 inches of concrete. For basically an extra few hundred dollars we are getting a much thicker pour throughout the whole facility and all the areas being re-poured. He is requesting permission to go on Council Call.

Mr. Borries entertained questions.

In response to query from Commissioner Tuley as to whether 6 inches of concrete is necessary, Mr. Davidson stated that underneath he

would say the thicker the better. There is quite a bit of settling going on out in that area. He's been told that at one time there were some undermined areas underneath that structure itself. So he thinks the thicker the better, with the reinforcement rods and everything. It just seems to be a more thorough job than just pouring the concrete back in over steel mesh.

Mr. Hunter asked Mr. Stoll if it is worth the extra \$500 plus dollars to go with the extra 2 inches of concrete? In the long haul will we get more service out of it?

Mr. Stoll said the 2 inches of concrete will add considerable reinforcement. Both County Engineer John Stoll and County Highway Superintendent Bill Morphew indicated their agreement.

Motion to approve the request to go on Council Call was made by Commissioner Hunter, with a second from Commissioner Tuley. So ordered.

CASA/REQUEST FOR TABLES & RISERS: Mr. Davidson said he has received a request from Vanderburgh County CASA for tables and risers. This will be on next week's agenda. A representative from CASA will be here to discuss that with the Commissioners, but he would like them to have copies of the letter they sent to him, together with copy of a brochure on the organization, etc. This is a little unusual. It's not a waiver of fees or anything—they are just requesting use of risers and tables and possibly some chairs for an event that they are having. Again, the Auditorium will be back next Monday, along with a representative from CASA, explaining the request.

# RE: <u>BUILDING COMMISSION/STRUCTURE AT 6616 MT.VERNON RD.-</u> CARMA HUCK - ROGER LEHMAN

Building Commissioner Roger Lehman stated that Mrs. Carma Huck called from Tennessee this afternoon and stated she just received the letter mailed March 10th. From previous experience, he would suggest that generally they get the call the day of the meeting or the day before, asking what she should do. In this particular case, he also talked to her daughter from Tennessee, who is currently working in Indianapolis. They are going to be through here towards the end of the month and will try and see that this thing gets taken care of. What he would like to do in the interim — he will be out of the first of May which, he believes, is the first Monday of May. He would like to bring this back on May 10th. In the meantime, he would ask that the Commissioners permit him to obtain bids from demolition contractors to remove the garage. There is a car in the garage which we would have the County contracted towing service to tow to storage and let them be responsible for that. He'd like to have a fall back position so a month from now we're not still talking about it. We've been dealing with this for about five years. If the Board will recall, this is where the Packards were for five or six years that we finally got moved. So it takes four or five years to get things accomplished with this particular person. However, since she is out of town due to ill health and her family is going to be in town towards the end of the month, he would make that request. Again, permitting him to obtain bids on razing it and setting off awarding that bid until May 10th.

Motion to approve the request as presented was made by Commissioner Tuley, with a second from Commissioner Hunter. So ordered.

#### RE: <u>COUNTY ATTORNEY - ALAN KISSINGER</u>

<u>Proposals/Heckel Rd. Bridge #76:</u> Attorney Kissinger said we have proposals for services in reference to Heckel Rd. Bridge #76 from the following:

Fink, Roberts & Petrie, Inc.
Bernardin, Lochmueller & Assoc., Inc.
A.E.S. Engineering, Inc.
Warren T. Hobson & Assoc., Inc.
Congdon Engineering Associates, Inc.
United Consulting Engineers & Assoc.
First Group Engineering, Inc.
Three I Engineering, Inc.

Mr. Kissinger said these are just proposals -- there is no bid amount.

Commissioner Borries said we need to be as creative as we possibly can with regard to this particular bridge; try to get it as cheap as we possibly can if we decide to replace it. He then entertained a motion.

Upon motion made by Commissioner Tuley and seconded by Commissioner Hunter the proposals were referred to the County Engineer for review and his recommendation.

Airport Authority/General Certificate of the County re Sheriff's Substation: Attorney Kissinger said he received today a General Certificate of the County form from Bob Working at the Airport. This is in reference to the Sheriff's new substation. This is the certificate required before we can complete that project out there, indicating that everything we have done in reference to bonding, etc., has been done in accordance to ordinance, etc. He indicated to Mr. Working that he would make this available to the Commissioners. He is going to get the original to us and has asked that this be placed on the agenda next week. Attorney Kissinger said the certificate is in order and he thinks it appropriate for the Commissioners to execute same and he will bring the original document next week.

Settlement re Condemnation Project re USI Interchange/Barron: Attorney Kissinger said he is requesting authority to settle on a piece of real estate that is being acquired by the County in the condemnation project for the USI Interchange. This is the piece of property on which the old schoolhouse was located. As the Commissioners will recall, the old schoolhouse has been sold to the West Side Garden Club for a minimal amount and they are going to be responsible for moving the old schoolhouse. We have an offer to settle from the owner of that real estate, Mr. Barron. He has discussed this with the people at Bernardin, Lochmueller and based on the figures that our appraisers have brought back and the figure that the owner has demanded for settlement, he would request the Commissioners' permission and authorization to negotiate a settlement for a maximum dollar amount of \$40,000.

The Chair entertained questions. There being none a motion was entertained.

Motion made by Commissioner Tuley to authorize Attorney Kissinger to negotiate a settlement in this matter in an amount not to exceed \$40,000. Seconded by Commissioner Hunter. So order.

## RE: <u>COUNTY ENGINEER - JOHN STOLL</u>

Lynch Rd. Project: Mr. Stoll said he has one question for Attorney Kissinger. With regard to the Lynch Rd. project, there is one parcel that is remaining on that. So we just need to get the claim

all processed? Nothing needs to be done with that right now?

Attorney Kissinger said all we need to do is process that claim, get the check and give the check to him so he can make the deposit and the necessary filing in the Clerk's office.

Boonville-New Harmony Rd./Green River Rd. Intersection: Mr. Stoll said Commissioner Hunter asked him to look into this. Whenever he looked at the accidents and the traffic counts provided by EUTS, the intersection doesn't really seem at this time to warrant a flashing light. It is close, but it doesn't specifically meet the warrants right now. In a memo he recommends signs for several approaches. The speed limits are not marked very well out there. The intersection could use a warning sign installed with an advisory speed on it. There are no speed limit signs on Boonville-New Harmony Rd. between the Interstate and Green River. By installing all those signs we'll see if it helps to eliminate any accident problems. There wasn't much of a pattern to the accidents. He figured we'd see them all at night when people think they are looking at Boonville-New Harmony when they're actually looking at Hwy. 57, but that wasn't the case. There was really no pattern to the directions or anything. He thinks signs would be the best for now and we'll see what they do and take another look at it in twelve months. He will write a work order and get the signs installed.

<u>County-Wide Bridge Inspection:</u> Mr. Stoll said that after reviewing all the proposals re the County-Wide Bridge Inspection this year, he recommends the following short list:

United Consulting Engineers, Inc. R. W. Armstrong, Inc. Three I Engineering, Inc.

Mr. Borries said if Mr. Stoll wants to set up an interview schedule and inform the Commissioners, one or more may attend and we'll go from there.

1993 Road Paving List: A list was submitted summarizing some work Gary Kercher has been doing in regard to the preliminary list prepared after the road hearing, and after compiling all the requests that the County Garage and the Engineer's office received. The list contains those projects the County Highway Garage will take care of. The other pages contains lists recommending chip and seal, crack sealing, concrete repairs, etc. He would request that the Commissioners review the lists and perhaps next week have a prioritization of the projects they'd like to see done. We can subsequently move forward.

Commissioner Hunter said that with regard to Boonville-New Harmony Rd. from U. S. Highway 41 to Browning Rd., the problem area seems to be from S.R. 57 to Old Petersburg Rd.

Mr. Stoll interjected the first page shows what the County Highway Garage would do. The next page is the request for contract paving. If there are some projects the Commissioners feel are higher priority than others, let him know and he can get this list in prioritized order and take it from there.

With regard to County Line Rd., he has been in contact with Commissioner Greg Martin. We will need to set up some kind of an agreement with Posey County on that particular road.

Mr. Stoll said if anything was omitted from the list, it is not too late to add roads. If County Line is not on there, it can be added.

Mr. Hunter noted Hillsdale Rd. is really in pretty bad shape since this last freezing and thawing, particular from Old State Rd. to

Browning Rd. Is there some reason this road was dropped from the list?

Mr. Stoll said it is on the list -- under the roads the County Highway thought they could take care of.

Commissioner Borries asked that the Commissioners review the list and thanked Mr. Stoll for putting same together.

In response to query from Commissioner Borries concerning the budget, Mr. Stoll said he believes there is \$500,000 in the budget, so we can't get all the roads.

Auditor Humphrey said there's about \$100,000 left in highway and about \$500,000 in Local Roads & Streets. Mr. Borries said we might have to go back to Council to get some more money.

In response to query from Commissioner Borries, Mr. Stoll said he does not know the estimated highway miles represented by this list. The list was finalized just about an hour ago and he didn't have an opportunity to get the distances straightened out.

In response to query from Commissioner Tuley as to why some of these roads are blank, Mr. Stoll said he believes some of them were gravel roads or Mr. Kercher has not yet had the opportunity to drive the road.

Mr. Tuley said a number of years ago the County bought a road management pavement system -- he and John Stoll attended a seminar on this. Can we see that whatever we do is incorporated into that program -- so we have records of what we're doing?

Mr. Stoll said the problem with that is that he doesn't think it has been maintained at all between the time it was finished and now. Anything that has been resurfaced or worked on in the past four or five years wouldn't be in there, so the base list of everything wouldn't be accurate if we started right now.

Mr. Tuley said he doesn't know whether we'd be better off to go back to square one and start over, or can we start with this information and start a basis for the future?

Mr. Stoll said that is something he was going to ask Commissioner Tuley about. Keith Lochmueller is here.

Mr. Stoll said Keith brought over some FA-2 forms late today concerning the update of the management system. It would estimate that the total cost would be \$50,000 to re-do it, but only \$10,000 would be our cost, because it is not eligible for Federal funds, whereas it wasn't in the past.

Mr. Tuley said this is being required under the IST program, so we're going to have to face the music on this anyway.

Commissioner Borries said we've made a commitment to do this and we need to follow through. He thinks John had also sent some information -- has he been working with Bill Morphew to see what kind of hardware and system we might need at the County Highway Garage to begin to do as Commissioner Tuley is asking -- to begin to find the right technology here to get these records on a disk and continue to monitor and update same.

Mr. Stoll said he has checked into this and the estimated cost of two computers and a printer would be about \$5,000 to \$6,000. Roger Elliott gave him verbal approval on it last week; he doesn't have anything written to date, but he was going to check to see if he could get it at any lower price. Basically, once we get all of his approvals, etc., Bill can go to County Council and transfer the money to whatever account he needs and he will do the same for his

office and we'll take it from there. In the proposal Keith prepared, it would include a small lap top computer to maintain the road listings. As they go out and drive it, it would be easier for them to enter the information while they are driving the road than it would be to write it all down and then have to do it when they come back to the office.

Mr. Borries said we'd also have to get some training for some of these people. Is that included? He doesn't want to buy anything we can't do.

Mr. Tuley said once we get the P.C. in operation, we need to stay in contact with Howard County. They've done some stuff in house on a P.C. basis for tracking costs, etc, He met with the Auditor who used to be the highway clerk. They might be willing to exchange some information to get us up and going.

Road Pavement Management System: Mr. Stoll said if the road pavement management system is something the Commission would like to pursue, he needs their signatures on a letter he has prepared so it can be sent to the State.

Upon motion made by Commissioner Tuley and seconded by Commissioner Hunter the program is to be implemented and maintained and the letter was executed.

Construction Engineering Agreement/Green River Rd., Phase "B": Mr. Stoll said this is a draft agreement that needs to be reviewed by the State and he needs the Commissioners' signatures so the agreement can be forwarded.

Orchard Rd.: Mr. Stoll said there is an on going problem that Dave Franklin has had on Orchard Rd. A SIGECO pole needs to be relocated. He has a letter summarizing the events that have been going on with that. He is not sure what action needs to be taken, but the letter at least summarizes the problem so we can see if anything needs to be done. The pole has to be relocated and it's just a matter of when it gets relocated.

Mr. Borries said he will send this to SIGECO.

<u>Covert Ave./Fuguay Rd.:</u> Mr. Stoll said he has traffic counts and accident figures on this intersection. There have only been two accidents, but he hasn't yet had an opportunity to go through the traffic counts. He will bring a memo summarizing this situation.

Mr. Borries said there is currently a 4-way stop at the intersection -- but they've had some humdinger accidents out there. He can recall at least two during the past year; this last one was really a grinding accident. It's a very hazardous intersection.

Mr. Stoll said he will continue checking into this.

Request for Loan from the State: Mr. Stoll said he has applied for a two year interest free \$800,000 loan from the State for the Lynch Rd. project. We weren't going to be able to fund both the bridges and the grading this year, but they offered this loan from the money the State will get this year —he thinks as a result of the \$57 million President Clinton is sending to Indiana—so we could have the local match. They are supposed to be drafting an agreement between the State and the County so we can see what it says. Once the paperwork shows up, he will get back to the Commissioners.

# RE: COUNTY HIGHWAY - BILL MORPHEW

<u>Weekly work Report:</u> Mr. Morphew submitted his written Weekly Work Report.....report received and filed.

Request to Transfer Funds: Mr. Morphew asked permission to go on Council Call for transfer of \$6,500 for the computers previously mentioned by John Stoll. In response to query from Commissioner Borries as to whether this includes the training, Mr. Morphew said he needs to check this out before he comes up with a figure. The \$6,500 was to cover the computers and the printer and necessary paperwork associated with that. John was going to help him obtain additional information.

Mr. Borries asked Mr. Stoll if this includes training for the personnel.

Mr. Stoll said he put in for some software packages that he's familiar with and that way they can provide some assistance from his office. So they won't be asked to do something without any support.

Mr. Tuley said this is what he said earlier -- contact the Howard County Auditor. She was the County Highway Clerk and she developed some software just for the Highway Department. If there are no copyright problems or anything like that, she might be willing to help us get started in stuff that she took and modified for Howard County. Everything is jobbed out now by jobs and she had a job cost for each project the highway up there works on, etc. He will get the name and phone number for Mr. Stoll. He talked with her last week and she talked like she'd be willing to share it with us.

# RE: CONSENT AGENDA

Travel Request/Area Plan: Mr. Borries said he has an addition to the Consent Agenda, a travel request from Barbara Cunningham for her and a staff member to attend the 2000 Research & Development Program to be held by the U. S. Bureau of Census in Bloomington on April 21, 1993.

Approval of Minutes: Also to be added is the approval of minutes of last week's meeting - March 29, 1993.

There being no questions concerning the printed Consent Agenda, upon motion made by Commissioner Tuley and seconded by Commissioner Hunter the Consent Agenda, as amended, was approved. So ordered.

# RE: <u>NEW BUSINESS</u>

Vanderburgh County Expo/County Government Week: Commissioner Borries said that Mark Abell has been working with him and a number of County Department Heads and Elected County Officials concerning National County Government Week being observed April 17 thru 24 this year. In order to coordinate those events — and they are particularly significant this year in view of the fact that we're celebrating the 175th Anniversary of this county — Mark has drafted a memo. Mr. Borries then read same into the record. (Copy attached hereto). Commissioner Borries said that we hope we will be able to publicize in very favorable way amidst what is sometimes the rampant negativism that rolls through this country some of the good things that we do and the many kinds of services that are provided through County Government.

Elimination of 10% Catering Fee @ Burdette Park: Mr. Borries said he has a letter from Mark Tuley at Burdette Park stating that due to repeated complaints and several cancellations, we're asking that the 10% catering fee at Burdette Park be dropped. After going through the records for the past few years we've noticed a loss

In response to query from Commissioner Tuley, Commissioner Borries explained that this is essentially an item that those people who rent the facilities (particularly like the multi-purpose Bishea building or pavilion) have a 10% catering fee. That is essentially included on the bill. What has happened is groups are saying they feel that the rental fees they're able to handle and are fair, but that the 10% catering fee might make them consider going elsewhere. Burdette Park feels this is working out not to be a real profit area for the park.

It was the consensus of the Board that the 10% catering fee should be eliminated.

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

Request for Executive Session: Mr. Borries requested an Executive Session at 4:30 p.m. on Monday, April 12, 1993 for purposes of discussing Pending Litigation and Personnel Matters.

Motion to this effect made by Commissioner Tuley, with a second from Commissioner Hunter. So ordered, with the secretary being instructed to advertise same.

There being no further business to come before the Board at this time, President Borries declared the meeting adjourned at 6:55 p.m.

#### PRESENT:

Richard J. Borries, President
Pat Tuley, Vice President
Don Hunter, Member
Sam Humphrey, Auditor
Alan M. Kissinger, County Attorney
Mark Abell, Commission Office
John Stoll, County Engineer
Bill Morphew, County Highway Supt.
Rose Zigenfus, EUTS
Roger Lehman, Building Commissioner
Keith Lochmuller, Bernardin, Lochmueller & Associates
Tom Turi, Bernardin, Lochmueller & Associates
Faye Gibson, Old Court House Preservation Society
Andy Davidson, Given & Spindler
Jack Waldroup, United Consulting Engineers
Others (Unidentified)
News Media

RECORDING SECRETARY:

Joanne A. Matthews

ichard J. Boyries, President

Pat Tuley, Vice President

Don Hunter, Member

RICHARD J BORRIES

DON L. HUNTER

PATRICK TULEY

#### **AGENDA**

FINAL

# VANDERBURGH COUNTY COMMISSIONERS

April 5, 1993

5:30 P.M.

- 1. CALL TO ORDER
- 2. INTRODUCTIONS
- 3. PLEDGE OF ALLEGIANCE
- 4. ACTION ITEMS
- A. Any group/individual wishing to address the commission Bac Pildia
- B. Opening of Request for Proposals  $\mathcal{P}_{\mathcal{T}}/\hat{\mathcal{D}}_{\mathcal{J}}$ .

  re: Heckel Road Bridge
- ✓ C. Rose Zigenfus/EUTS Director re: Report Update
- √ D. Collis Corporation
  re: loan request (deferred from 3/29/93)
- /E. Donan Engineering Letter re: Garage Site Remediation (deferred from 3/29/93)
- √ F. Faye Gibson/Old Courthouse
  re: Air Conditioning of 3rd floor
- /G. Jayne Berry-Bland/Treasurer
  re: letter requesting an ordinance for possible
  charges to be made on returned checks

Andy Davidson/Sandy Toton Representatives for Vanderburgh Auditorium re: Approval for concrete sidewalk repair Roger Lehman/Building Commission re: Carma Huck/Garage at 6616 Upper Mt. Vernon Road DEPARTMENT HEADS Alan Kissinger ----- County Attorney

John Stoll ----- County Engineer \*See attached engineer requests Bill Morphew ----- County Highway CONSENT ITEMS B. Cunningham. A. Travel/Education Requests -Council Call В. 1) 130-3610 Legal Services 4,962.34 131-3510 Other Operating Expenses 2,450.00 2) Employment Changes: Legal Aid/Appointment Kevin Gibson/Staff Attorney.....39,101.00/YR 1/6/93 David Kent/Staff Attorney......33,104.00/YR 1/6/93

Kevin Gibson/Staff Attorney.....37,311.00/YR

David Kent/Staff Attorney......30,163.00/YR

1/5/93

1/5/93

Legal Aid/Release

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# 8. OLD BUSINESS

# 9. NEW BUSINESS

A. Memo from Mark Abell re: County Government Week

# 10. MEETING ADJOURNED

# Scheduled Meetings

| Mon | April 5  | County Commissioners Executive Session Commissioners Meeting *Special Drainage Board will | 5:30 PM RM |            |
|-----|----------|---|------------|------------|
| Wed | April 7  | County Council  | 3:30 PM RM | 301        |
| Mon | April 12 | County Commissioners  | 5:30 PM RM | 307        |
| Mon | April 19 | County Commissioners<br>Rezonings   |            | 307<br>307 |
| Mon | April 26 | County Commissioners Drainage Board Immediately   |            | 307        |
| Wed | April 28 | County Council Personnel/Finance  | 3:30 PM RM | 301        |

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# COUNTY ENGINEER'S

# CONSENT AGENDA

# MARCH 29, 1993

# ITEMS

# 1. CLAIMS:

CONTRACTUAL SERVICES 216-3930

Huff Sealing Corp (Inv. VC-6-R1/VC92-08-04)\$ 8,206.60

J.H. Rudolph (VC92-08-03) \$ 7,358.23

CONTRACTUAL SERVICES 203-3930 Charles W. Ruston (Inv. #31)

-=

\$ 360.00



# **EVANSVILLE URBAN TRANSPORTATION STUDY**

Civic Center Complex, Room 316, 1 N.W. Martin Luther King, Jr. Blvd. Evansville, IN 47708-1833 (812) 426-5230

ROSE M. ZIGENFUS, M.P.A.

TO:

Rose M. Zigenfus, Executive Director

FROM:

Debbie Tilley, Transportation Engineer

SUBJECT:

Project Update

DATE:

March 22, 1993

# CITY OF EVANSVILLE PROJECTS:

Fulton Avenue: Condemnations have been filed for two parcels and more may follow. A request for state funds is being considered by INDOT for financing the right-of-way, railroad surface and protection, and construction of the turn lanes on Lloyd Expressway at Fulton Avenue. The first phase of construction involving sewer work could advance to a bid letting by July, 1993. Minor revisions to the check prints for the expanded sewer system have been completed by the consultant. The construction engineering agreement has been approved by INDOT and has been executed by both the consultant and the City. A permit application from Indiana Hi-Rail for approval of the sewer work effecting the Hi-Rail track parallel to 7th Avenue has been approved. The Water and Sewer Department has completed the utility relocations. Wetland and Floodway Encroachment permits were sent to DNR for approval. Condemnations have been filed for two parcels and more approval.

Green River Road South: BPW has approved filing condemnations for several parcels involving four property owners. Two of these several parcels involving four property owners. Two of these condemnations have been settled. All of the other owners involved have accepted the offers. The City has obtained approval from the court to allow the commencement of construction activities during the condemnation proceedings. Construction is continuing for relocation of SIGECO gas and electric lines. Installation of storm sewer is almost complete. Road widening will begin within the next weeks.

# VANDERBURGH COUNTY PROJECTS:

1994-98 - hong-range

next MARCI

Green River Road North: Construction activities for Section A (S.R. 62 to Spring Valley) are continuing. Final tracings for Phase B are being reviewed by INDOT. INDOT has received check prints of the roadway section from Hirsch to Heckel Road.

Stringtown Road Bridge: Structure size and type plans and the environmental study have been approved. A field check was conducted on March 18, 1993. Due to the need for additional travel lane width, on the bridge, converting one sidewalk to travel lane was discussed at the field check. Existing utility impacts will need to be addressed prior to design approval.

Oak Hill Road Bridge: Design approval has been given by INDOT.

Add to TIP - technical committee

Project Update Page 2 March 22, 1993

#### WARRICK COUNTY PROJECTS:

- \* Bell Road: Final design approval has been obtained. The agreement for right-of-way services has been submitted to INDOT.
- \* Telephone Road: A field check was held on January 31, 1992. The public hearing plans have been approved by INDOT and a notice for opportunity to request a public hearing was advertised. Several property owners have submitted requests for a public hearing to INDOT. In order to satisfy public hearing requirements, meetings with property owners are being conducted to discuss right-of-way. INDOT has approved the pavement design.

# CITY OF EVANSVILLE RAILROAD PROJECTS:

- \* Barker Avenue (CSX STP-RRP-E-030)): Construction agreements have been processed. CSX has been notified by INDOT to proceed by letter dated March 2, 1993.
- \* Fulton Avenue (CSX STP-RRP/RRS-E-300(2)): A notice to proceed has been issued by INDOT to the railroad. The project will coincide with the Phase I construction of Fulton Avenue road project.
- \* Maryland Street (CSX RRP-E-420): Construction of the protection device foundations and other in-ground work is complete. CSX will return to complete the construction when the remaining materials are received.
- \* Stringtown Road (CSX RRP-E-330) & Garvin Street (CSX RRP-E-320):

  CSX is working on design modifications to avoid interference with
  an existing Indiana Bell line and the need to work within private
  property. SIGECO has agreed to relocate the overhead lines to
  provide proper clearance for the automatic gates.
- \* Weinbach Avenue (SOU RRP-E-670): Norfolk Southern has completed the installation of new protection devices.

# VANDERBURGH COUNTY RAILROAD PROJECTS:

- \* Burkhardt Road (SOU STP-RRP-E100(3)): The construction agreements have been executed by Norfolk Southern Railroad. The construction agreements will be executed by the County and will be returned to the State for further processing.
- Indicates Progress
  Description of Progress

\*\* Indicates New Projects

BAO/DT/jw



1701 FIRST AVENUE . EVANSVILLE, INDIANA 47710 . (812) 425-2428

PLEASE REPLY TO

March 26, 1993

Old Courthouse Preservation Society Old Vanderburgh County Courthouse Suite 114 - 201 N.W. 4th Street Evansville, IN 47708

ATTN: FAYE GIBSON, Exective Director

Re: Third Floor A/C

Dear Faye,

U.S. INDUSTRIES GROUP INC. is pleased to quote a Central Air Conditioning System for the third floor at the Old Courthouse. We propose to place all ductwork and equipment above the existing original ceiling with the exception of the diffusers which would be installed flush to the ceiling or walls in all cases.

This quote includes (2) Carrier 50LJ004-007 units, ductwork, insulation, power and control wiring, start-up, balance, (1) year warranty on all above and a (5) year warranty on the compressors. This quote also includes secondary drain pans placed under both the units to insure no damage would occur should the primary drain fail for any reason.

QUOTE:

TWENTY-THREE THOUSAND THREE HUNDRED DOLLARS (\$23,300.00)

We appreciate the opportunity to quote this project. Please do not hesitate to call if you have any questions or need further information.

Sincerely,

U.S. INDUSTRIES GROUP INC.

Fred E. Costello Mechanical Estimator

FEC:dp

(FORMERLY U.S. SHEET METAL AND ROOFING CO., INC.)

P.O. BOX 5401 EVANSVILLE, INDIANA 47716 TELEPHONE • (812) 479-5850

> Given & Spindler, Inc. c/o Andy Davidson P.O. Box 5012 Evansville, IN 47716

Re: Vanderburgh Auditorium - Concrete Removal And Replacement

Dear Mr. Davidson,

Please find enclosed our quote for the above-mentioned project. Thanks for your consideration. We are professional in all aspects of our work, as well as bonded and insured. If you have any questions, please phone.

Thanks again,

E. O. "Pete" Popham, Jr.
President, Popham Construction Company, Inc.

**Pophart Company, Sm.** A COMPLETE RESIDENTIAL AND COMMERCIAL MAINTENANCE SERVICE BASEMENT WATERPROOFING • FOUNDATION REPAIR • RESIDENTIAL AND COMMERCIAL REMODELING

POPHAM CONST.CO. (Given & Spindler Est.)
Job Location: Vanderburgh Auditorium
Estimate Date: 12-10-92
Phone Number: 464-2111
Job Number: C1049
GIVSAD10.DOC

# Concrete Removal and Replacement:

#### Job #1:

- 01) Remove 16 sections of exposed concrete on front and north (appx. 1189 sq.ft.).
- 02) Remove one section of regular concrete in front walkway (70 sq.ft.).
- 03) Haul-off all broken concrete.
- 04) Prepare areas to be re-poured in the following way:
  - A. Remove any "spongy" fill. Replace excavated areas with #53 stone compacted.
  - B. To keep new sections of concrete from sinking, we will drill surrounding sections and install 5/8" rebar every 16" at a length of 16".
- 05) Pour sixteen sections of concrete. Spray-on retarder to expose aggregate in mix. Cover for 48 hours of curing. When cured for 30 days, we will apply clear sealant.
- 06) Pour one section of regular concrete 10' x 7', rod as above.

|   |   |   | _ | _ |
|---|---|---|---|---|
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|   | п |   |   |   |

- 01) All concrete pours to have reinforcement wire impregnated in pours.
- 02) All concrete will be a minimum of 6" thick.
- 03) Clean-up will be daily.
- 04) Proper barricading will be in place for safety.

Total: \$5,879.25

| Date.               | AL | 3 Subject | 10  | Cilai | 196 | WI CEI | . 30 | Days  | FION  | ES CIMA CE |
|---------------------|----|-----------|-----|-------|-----|--------|------|-------|-------|------------|
| signatures<br>Work: | O£ | Property  | Owi | ners  | Aut | thoriz | ing  | The   | Above | Mentioned  |
|                     |    |           |     |       |     |        | D    | ate:_ |       |            |
|                     |    |           |     |       |     |        | D    | ate:  |       |            |

# Concrete Pavers. Inc.

Eastside Industrial Park 2650 N. Cullen Avenue Evansville, Indiana 47715 Phone (812) 473-3543 Fax (812) 473-6048

Vanderburgh Co. Auditorium Attn: Sandy 715 Locust Evansville, In. 47708 March 19,93

RE:Sidewalk Repair
Vanderburgh Co. Auditorium

#### Dear Sandy:

As per your request, please note the following details we propose in repairing sidewalks in front of the auditorium;

- 1) Set up temporary barricades using orange and white traffic control barrels and/or wood saw/horse type traffic barricades.
- 2) Remove existing damaged sidewalk sections and haul off site.
- 3) Place 1" 2" of sand fill for leveling purposes to bring sub-grade to proper grade and compact.
- 4) Place and finish 4" concrete walks with 6X6/10/10 wire mesh and seal with sealing compound. (Existing exposed aggregate sections to be replaced with exposed aggregate finish and plain sections replaced with plain).
- 4) Install expansion joint material and seal with polyurethane joint sealant compound.
- 6) Remove barricades.

As per the attached drawing for the sum of \$5,300.00

Respectfully Submitted, Concrete Pavers, Inc.

Ray Nix

Project Manager

RN/gd

"Specialists in all types of Commercial and Industrial concrete work"

Slip Form Concrete Paving • Flat Work • Slip Form Curbs and Gutters

An Equal Opportunity Employer

**≈** 



Eastside Industrial Park 2650 N. Cullen Avenue Evansville, Indiana 47715 Phone (812) 473-3543 Fax (812) 473-6048

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Andy Davidson Commercial Property Manager Given & Spindler Management Co. 101 Court Street Suite 201 EVANSVILLE, In. 47708

RE: Sidewalk Repairs

Vanderburgh Co. Auditorium

Dear Mr. Davidson:

We propose to provide labor, material, and equipment to remove and replace approx. 1,071 SF of 4" exposed aggregate sidewalk and approx. 92 SF of reg. 4" sidewalk (as per attached sheet).

Respectfully Submitted, Coparete Pavers, Inc.

Ray Nix

Project Manager

"Specialists in all types of Commercial and Industrial concrete work" Slip Form Concrete Paving • Flat Work • Slip Form Curbs and Gutters An Equal Opportunity Employer



December 10, 1992

Ms. Sandy Toton Vanderburgh Auditorium 715 Locust Street Evansville, IN 47708

RE: SIDEWALK REPLACEMENT

Dear Ms. Toton;

Thank you for the opportunity to submit a quote on the concrete entrance replacement. Our price is for thirteen sections of exposed aggregate walk and one section of regular walk at the front entrance of the auditorium approximately 1135 square feet.

TOTAL PRICE......\$5,200.00

Should you have any questions concerning our quote, please do not hesitate to contact me.

Respectfully Submitted, ARC CONSTRUCTION CO., INC.

Brandenberger, Project Manager

JB:plr

'



March 19, 1993

Ms. Sandy Toton Vanderburgh Auditorium 715 Locust Street Evansville, IN 47708

RE: SIDEWALK REPLACEMENT

We propose to complete the following work in connection with a bid of \$ 5,200.00 on December 10, 1992.

- A) General Conditions
  - Supervision and cleanup.
  - Barricade and protect area.
- B) Demolition
  - Breakup and truck off approx. 1135 s.f. of cracked and sunken concrete walk.
- C) Concrete
  - Level area to receive concrete.
  - Dressup area with #53 compacted stone, as required.
  - Install 4" of expose aggregate finish concrete under canopy area and regular sidewalk finish area at replaced section outside canopy.

Should you have any questions concerning our scope of work, please do not hesitate to contact me.

Sincerely,

ARC CONSTRUCTION CO., INC.

Brandenberger

JRB:ajs

R.

18 5 154 ALCIS POSE 193 5 18= NOTE:

312 405 (Zet Pull

March 24, 1993

Andy Davidson
Given and Spindler Management Company
P.O. Box 5012
Evansville, IN 47716

Property.

Dear Mr. Davidson,

I am writing to you on behalf of Vanderburgh County CASA to make a request for the use of several pieces of equipment for a very special fundraiser we are conducting on May 6, 1993.

ULE 41- 4061

CASA stands for Court-Appointed Special Advocates, and the function of our organization is to represent the needs of abused and/or neglected children in court. CASA is a national organization with a very active chapter here in Vanderburgh County.

Our fundraiser is to be a style show titled "Come Fly With Me" and will be held at one of the hangars at Tri-State Aero. We have been working with the White House and are hopefull that Mrs. Clinton will attend as our guest speaker. The show promises to be exciting and profitable as we endeavor to raise much needed funds to benefit the needy children in our community.

The request we have is the use of several of your risers. I have enclosed a diagram of the facility so that you can better appreciate our situation. We would appreciate it if we could borrow 19 4x8 risers 32" tall and enough step risers to accommodate steps to access the actual runway in 3 different spots. The other items we would like to use would be 22 round tables. We have obtained 40 tables and 500 chairs from All-in-One but still need a few more tables. If it is necessary to pay for the use of this equipment, we could certainly do that.

We will of course provide transportation to and from your facility for all the spuipment.

I thank you for your consideration in this matter. As I will be out of town for the next two weeks, any questions you have may be directed to Mrs. Debra Talley at 422-8614.

Sincerely yours,

Nancy Tabitano Drake

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# BID OPENING

| DATE: APRIL 5. 199            | 93                    |             |
|-------------------------------|-----------------------|-------------|
| ITEM: PROPOSALS RE            | HECKEL RD. BRIDGE #76 |             |
| Bidder                        | Amount                |             |
| Fink Roberts & Petrie,        | duc.                  |             |
| Bernardin, Sochmiell          | lu & Assoc, Luc       | <del></del> |
| a.E.S. Engineering            | Due,                  |             |
| Warner T. Habrer & Person     | co, Inc.              | ···         |
| Anglow Engineering a          | ssoc. Inc.            | <del></del> |
| Christad Course String Engine | walkec.               |             |
| List Troup Practicing         | , due,                |             |
| Leve I Engineering;           | luc.                  |             |
|                               |                       |             |
|                               |                       |             |
|                               |                       |             |
| ACTION TAKEN:                 |                       |             |
|                               |                       |             |

#### InterOffice Memo

To:

John Stoll, P.E.

From:

Gary Urban Kercher

Date:

April 5, 1993

Subject:

Summary of the 1993 Paving Requests

The attached pages reflect the compilation of requests for paving and repair of Vanderburgh County roads. The lists contain roads from the 1993 Road Hearing held on March 22 as well as lists from the County Highway Department and County Engineering Department. Initially, all roads within a four mile radius of the County Highway Garage were put on a list to be paved by the Highway Garage. The remaining roads were then driven and divided into four additional lists: Contact Paving, Chip and Seal, Concrete Repair and Crack Sealing.

The lists reflect the overall scope of work to be done, however, no widening or alignment changes are included in the estimate of costs. Pavements were rated as to there overall structural integrity, smoothness and condition on a scale of 1 to 5, with 5 being the best. Any road with a rating of 4 or 5 needed either minimal or no work. Pavements with a rating of 3 or less were measured for consideration of repair.

On April 1, I met with Milton (Paving Foreman), to discuss the Highway Garage Paving List. We reviewed the entire list and collectively determined the attached subdivision of work. The Highway Garage list was compiled and no further work was done. Preliminary cost and/or work estimates on the remaining roads were derived. Milton, also, suggested that the County Highway Garage do initial preparation work for any road to paved on contract. This would include pulling and installing shoulders, replacing pipe structures and minor patching.

In order for any further progress to be made, the County Commission will need to prioritize each list, eliminate any unwanted work and clarify any additional work (i.e., widening or alignment changes). Once the lists are prioritized and adjusted as requested by the Commission, I will be able to compile the final contracts for bidding.

The Contract Paving list, as it stands, will require funding in excess of \$620,000. All costs are, of course, very preliminary and the extent of the work to be accomplished in 1993 will depend on actual bid prices of each contract.

CC: Richard J. "Rick" Borries, Don L. Hunter, Bill Morphew, John Stoll, Patrick Tuley

Vanderburgh County 1993 County Highway Garage Paving List Preliminary 03/15/93 (REVISED 04/05/93)

| Area under Consideration          | Type/   | Width  | Length  | Summary of Conditions and Proposed  |
|-----------------------------------|---|--|---|---|
| <u> </u>                          | Cond.   | LFT  |   | Description of Work   |
| Sheridan Pd. to Dead End and      |   | r  | <u> </u>  |   |
|                                   |   |  |   |   |
|                                   | <del> </del>  |  |   |   |
|                                   |   |  |   | _   |
| Darmstadt Rd. Dead End            |   |  |   |   |
| 1                                 | ļ   |  |   |   |
| Mesker Park Dr. to Dead End       |   |  |   | •   |
| Oak Hill Rd. to City Limits       |   |  |   |   |
|                                   |   |  |   |   |
| Mohr Rd. to Orchard Rd.           |   |  |   |   |
| II S A1 to Browning Pd            |   |  |   |   |
| O.S. 41 to Blowning Na.           |   |  |   |   |
| 12th Ave to Dead End              |   |  |   |   |
|                                   |   |  |   |   |
| Old Boonville Hwy. to Dead End    |   |  |   |   |
| Millersburgh Road to Bridge #81   |   |  |   |   |
|                                   |   |  |   |   |
| New Harmony Rd. to County         |   |  |   |   |
|                                   |   |  |   |   |
|                                   |   |  |   |   |
| Old State Rd. to Browning Rd.     |   |  |   |   |
| Tinh and Colombia                 |   |  |   |   |
| rischer ard to Schaener Rd.       |   |  |   |   |
| City Limits to 200' west of Boene |   |  |   |   |
| Camp Rd.                          | ·   |  |   |   |
| Allens Lane to Dead End           |   |  |   |   |
| Evergreen Rd to Dead End          |   |  |   |   |
|                                   |   |  |   |   |
| Selzer Rd. to Dead End            |   |  |   |   |
| City Vissianda VIssaa Pd          |   |  |   |   |
| City Limits to Hogue Ka.          |   |  |   |   |
| Orchard Rd. to Dead End           |   |  |   |   |
|                                   |   |  |   |   |
| St. Joseph Ave. to Dead End       |   |  |   |   |
| Mesker Park Dr. to Dead End       |   |  |   |   |
|                                   |   |  |   |   |
| St. Joseph Ave. to Rail road      |   |  |   |   |
| overpass                          |   |  |   |   |
|                                   |   |  |   |   |
|                                   | Mesker Park Dr. to Dead End Oak Hill Rd. to City Limits Mohr Rd. to Orchard Rd. U.S. 41 to Browning Rd. 12th Ave to Dead End Old Boonville Hwy. to Dead End Millersburgh Road to Bridge #81 New Harmony Rd. to County Line Posey County Line to State Road 65 Old State Rd. to Browning Rd. Fischer ard to Schaeffer Rd. City Limits to 200' west of Boene Camp Rd. Allens Lane to Dead End Evergreen Rd. to Dead End Selzer Rd. to Dead End City Limits to Hogue Rd. Orchard Rd. to Dead End St. Joseph Ave. to Dead End Mesker Park Dr. to Dead End | Sheridan Rd. to Dead End and Allens Lane to Hobart Ave. St. Joseph Ave. to City Limits  Darmstadt Rd. Dead End  Mesker Park Dr. to Dead End  Oak Hill Rd. to City Limits  Mohr Rd. to Orchard Rd.  U.S. 41 to Browning Rd.  12th Ave to Dead End  Old Boonville Hwy. to Dead End  Millersburgh Road to Bridge #81  New Harmony Rd. to County Line  Posey County Line to State Road 65  Old State Rd. to Browning Rd.  Fischer ard to Schaeffer Rd.  City Limits to 200' west of Boene Camp Rd.  Allens Lane to Dead End  Evergreen Rd. to Dead End  Selzer Rd. to Dead End  City Limits to Hogue Rd.  Orchard Rd. to Dead End  St. Joseph Ave. to Rail road overpass  Upper Mt. Vernon to Iglehardt | Sheridan Rd. to Dead End and Allens Lane to Hobart Ave. St. Joseph Ave. to City Limits  Darmstadt Rd. Dead End  Mesker Park Dr. to Dead End  Oak Hill Rd. to City Limits  Mohr Rd. to Orchard Rd.  U.S. 41 to Browning Rd.  12th Ave to Dead End  Old Boonville Hwy. to Dead End  Millersburgh Road to Bridge #81  New Harmony Rd. to County Line Posey County Line to State Road 65  Old State Rd. to Browning Rd.  Fischer ard to Schaeffer Rd.  City Limits to 200' west of Boene Camp Rd.  Allens Lane to Dead End  Evergreen Rd. to Dead End  City Limits to Hogue Rd.  Orchard Rd. to Dead End  St. Joseph Ave. to Dead End  St. Joseph Ave. to Dead End  St. Joseph Ave. to Rail road overpass Upper Mt. Vernon to Iglehardt | Sheridan Rd. to Dead End and Allens Lane to Hobart Ave. St. Joseph Ave. to City Limits  Darmstadt Rd. Dead End  Mesker Park Dr. to Dead End  Oak Hill Rd. to City Limits  Mohr Rd. to Orchard Rd.  U.S. 41 to Browning Rd.  12th Ave to Dead End  Old Boonville Hwy. to Dead End  Millersburgh Road to Bridge #81  New Harmony Rd. to County Line Posey County Line to State Road 65  Old State Rd. to Browning Rd.  Fischer ard to Schaeffer Rd.  City Limits to 200' west of Boene Camp Rd.  Allens Lane to Dead End  Evergreen Rd. to Dead End  Evergreen Rd. to Dead End  Selzer Rd. to Dead End  St. Joseph Ave. to Rail road overpass  Upper Mt. Vernon to Iglehardt |

FILE: PAVE93-H.DOC

#### Vanderburgh County 1993 <u>Contract Paving</u> List Preliminary 03/15/93 (REVISED 04/02/93)

|    | Road Name        | Area under                                 | Type/      | Width | Length | Summary of Conditions and Proposed Description  |
|----|------------------|--|------------|-------|--------|---|
|    |                  | Consideration                              | Cond.      | LFT   | LFT    | of Work   |
| 1  | Baseline Rd.     |  |            |       |        | · · · · · · · · · · · · · · · · · · ·   |
| •  | Dubbillo Ita.    |  |            |       |        |   |
| 2  | Baumgart Rd.     | Mt. Pleasent Rd. to State                  | Asph.      | 24'   | 2605   | Overlay 1-1/2". Approx. 700 feet required   |
| 3  | Boonville New    | Road 57 Old Petersburg Rd. to              | Asph.      | 19'   | 5300   | reconstruction.  1/2" Drag course with 1" overlay. Install one foot                           |
| 3  | Harmony Rd.      | State Road 57                              | Aspn.<br>2 | 19    | 3300   | rock shoulders.   |
| 4  | Burkhardt Rd.    | Lloyd Expressway to                        | Asph.      | 24'   | 6240   | Wedge and Level over pipe structures to counter   |
|    |                  | Morgan Ave.                                | 3          |       |        | pipe settelment - 8 locations.  |
| 5  | Cypress Dale Rd. |  |            |       |        |   |
| 6  | Dixie Flyer Rd.  | City Limits to Railroad<br>Crossing        | Asph.      | 22'   | 3750   | Remove existing pavement. Compact subgrade and pave with 6/3/2/1 section.                     |
| 7  | Dixie Flyer Rd.  | Railroad Crossing to Old Henderson Rd.     | Asph.      | 22'   | 3100   | Realign section at old Stinson Rd. overpass. 1" overlay on remaining sections.                |
| 8  | Happel Rd.       | Wimberg Rd. to Dead<br>End                 | Asph.      | 15'   | 1030   | 1/2" drag course with 1" overlay. Patching required.  |
| 9  | Huebner Rd.      | Green River Rd. to Dead<br>End             | Grav.      | 104   | 1600   |   |
| 10 | Kimber Ln.       | City Limits to Dead End                    | Grav.      | 12'   | 920    | Existing power line must be relocated if widened.  Proposed development of adjacent property. |
| 11 | Korressel Rd.    | Upper Mt Vernon Rd. to<br>New Harmony Rd.  | Asph.      | 19'   | 11,420 | Remove existing pavement. Compact subgrade and pave with 6/3/2/1 section.                     |
| 12 | O'Hara Dr.       |  |            |       |        |   |
| 13 | Polaris Dr.      |  |            |       |        |   |
| 14 | Seib Rd.         | Kansas Rd. to Boonville<br>New Harmony Rd. | Asph.      | 17'   | 7000   | Patching, 1/2" drag course, wedge and level. 1" overlay. Install one foot shoulders.          |
| 15 | St. Joe Road     | New Harmony Rd. to<br>Hwy 66               | Asph.      | 19'   | 3420   | Remove existing pavement compact subgrade.  Pave with 6/3/2/1 sectoin.                        |
| 16 | West Terrace Dr. | Eichoff Rd. to Upper<br>West Terrace Dr.   | Asph.      | 16'   | 1310   | New subdivision installed 29' conc. streets and joined to existing 16' ashpalt.               |
| 17 | Wimberg Rd.      | Railroad Overpass to                       | Asph.      | 18'   | 2500   | Patching, wedge and level, 1"overlay.   |
|    |                  | Kratzville Road                            | 2          |       |        | Reconstruction of area near Happel Rd.  |
| 18 | Woods Rd.        | Intersection with Pruitt Rd.               | Asph.      | 18'   | 800    | Reconstruct curve at Pruitt Road.   |
| 19 | Young Rd. South  | Boonville New Harmony                      | Grav.      | 12'   | 1900   |   |
| 20 |                  | Rd to Dead end                             | 2          |       |        |   |
| 21 |                  |  |            |       |        |   |
|    |                  | <u> </u>                                   |            |       |        |   |

FILE: PAVE93-C.DOC

#### Vanderburgh County 1993 Chip and Seal List Preliminary 03/15/93 (REVISED 04/05/93)

| Road Name          | Area under Consideration                 | Type/<br>Cond. | Width<br>LFT | Leng.<br>LFT | Summary of Conditions and Proposed Description of Work                           |
|--------------------|--|----------------|--------------|--------------|--|
|                    |  |                |              |              |  |
| Bagby Ct.          | Mt. PLeasant to Dead End                 | Asph.          | 18'          | 600          | Concrete gutter requires repairs   |
| Bickmier Rd        | Old State Rd. to Dead End                | Asph.          | 8'           | 1385         | Existing pavement probably chip and seal. Will require approx. 10 tons patching. |
| Camellia Dr.       | Mt Pleasent Rd. Dead End                 | Asph.          | 18'          | 800          | Approx. 150' requires reconstruction and concr<br>gutters must be replaced.      |
| Frontage Rd.       | Owensville Rd. to Woods Rd.<br>Bridge #1 | Asph.          | 20'          | 8700         | Requires approx 200 tons patching.   |
| Woodland Hills Dr. | Browning Rd. to Dead End                 | Asph.          | 16'          | 1300         | Requires approx. 60 tons patching.   |
|                    |  |                |              |              |  |
|                    |  |                |              |              |  |
|                    |  |                |              |              |  |
|                    |  |                |              |              |  |
|                    |  |                |              |              |  |
|                    |  |                |              |              |  |

FILE: PAVE93CS.DOC

The above list was compiled from the paving request list. These roads were chosen as possible candidates for chip and seal pavemnet restoration. The total estimated area of this list is 231,000 square yards. At the estimated price of \$0.50/sys, the estimate of cost is \$115,500.

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#### Vanderburgh County 1993 Crack Sealing List Preliminary 03/15/93 (REVISED 04/05/93)

| Road Name               | Area under Consideration                     | Type/<br>Cond. | Width<br>LFT | Leng.<br>LFT | Summary of Conditions and Proposed Description of Work                            |
|-------------------------|--|----------------|--------------|--------------|---|
| New Harmony Rd.         | Diamond Ave. to County Line                  | Asph.          | 20-24        | 29,000       | Seal center and transverse joints. Surface mill bumps and spot patching required  |
| Old Cynthiana Rd.       | New Harmony Rd. to Dead End                  | Asph.          | 20'          | 1125         | Intersection with New Harmony Requires redesign. Overlay with New Harmony in 1994 |
| Petersburg Rd.          | Boonville New Harmony Rd to<br>Baseline Road | Asph.          | 18'          | 16,605       | Chip and seal or overlay after crack sealed.                                      |
| Whispering Tree<br>Lane | Off Mt. Pleasant Road                        | Conc.          | 30'          | 1800         | 160 sys patching required. Joints were not adequately sealed when built.          |
| Wind Circle             | Whispering Tree to Dead End                  | Conc.          | 30'          | 600          | 40 sys patching. Joints were not adequetely sealed when built.                    |
| Fuquay Rd.              | Pollack Ave. to Covert Ave.                  | Asph.          | 20'          | 2440         | Concrete joints beginning to reflect in asphalt overlay.                          |
|                         |  |                |              |              |   |
|                         |  |                |              |              |   |
|                         |  |                | -            |              | •   |
|                         |  |                |              |              |   |
|                         |  |                |              |              |   |
|                         |  |                |              |              |   |
|                         |  |                |              |              |   |

FILE: PAVE93C4.DOC

Recommend including areas requiring concrete repair. Joints in those areas are also in need of joint sealant. If they are included with the above list the estimated total linear footage of crack seal is 250,000. At an estimated price of \$0.50/LFT, the cost is \$125,000.

#### Vanderburgh County 1993 Concrete Rapair List Preliminary 03/15/93 (REVISED 04/05/93)

| Road Name           | Area under Consideration            | Type/<br>Cond. | Width<br>LFT | Length<br>LFT | Summary of Conditions and Proposed                        |
|---------------------|-------------------------------------|----------------|--------------|---------------|---|
|                     |                                     | Conu.          | LFI_         | LFI           | Description of Work                                       |
| Aspen Drive         | Dead End to Dead End<br>Connection  | Conc.          | 30           | 65            | Build connection between existing subdivisions 220 sys    |
| Briar Court         | Bob Ct. to Pleasent View Dr.        | Conc.          | 30           | 1472          | Patching required ~ 600 sys                               |
| Camellia Dr.        | Mt Pleasent Rd. Dead End            | Conc.          | · ·          |               | Replace Concrete Gutter Approx. 900 LFT                   |
| Cold Springs Ln.    | Heather Ct. to Strawberry Hill      | Conc.          | 30           | 400           | Patching required ~ 20 sys                                |
| Dry Branch Rd.      | Strwaberry Hill to Eissler          | Conc.          | 30           | 1100          | Patching required ~ 70 sys                                |
| Eastbrooke Dr.      | Dead End to Dead End<br>Connection  | Conc.          | 30           | 83            | Build connection between existing subdivisions 280 sys    |
| Heather Ln.         | Old Lantern Ln. to Cold Springs     | Conc.          | 30           | 300           | Patching required ~ 20 sys                                |
| Huntsman Trail      | Eissler Road to GunPowder Lane      | Conc.          | 30           | 480           | Patching required ~ 50 sys                                |
| Kings Path          | Huntsman Trail to Dead End          | Conc.          | 30           | 500           | Patching required ~ 20 sys                                |
| Old Cannon Way      | Dray Branch to Roack Creek          | Conc.          | 30           | 970           | Patching required ~ 200 sys                               |
| Old Lantern Ln.     | Stawberry Hill to Heather Ln.       | Conc.          | 30           | 400           | Patching required ~ 20 sys                                |
| Ridgeway Ave.       | Dead End to Dead End<br>Connection  | Conc.          | 30           | 33            | Build connection between existing subdivisions<br>120 sys |
| Rock Creek Drive    | Strawberry Hill to Gun Powder Lnane | Conc.          | 30           | 500           | Patching required ~ 300 sys                               |
| Strawberry Hill Rd. | Old State to Dry Branch             | Conc.          | 30           | 2200          | Patching required ~ 300 sys                               |
|                     |                                     |                |              |               |   |
|                     |                                     |                |              |               | 1   |

FILE: PAVE93C3.DOC

Estimated total cost of concrete repair = \$100,000. (2000 sys @ \$50.00/sys)

# anderburgh County Engineering Department

715-A Locust Street - Evansville, Indiana 47708 Telephone: (812)424-9603

To:

**Rick Borries** Pat Tuley

Don Hunter

From: 7 John Stoll

Boonville New Harmony Road - Green River Road Intersection

Date:

April 2, 1993

As you requested, I have evaluated the accident and traffic count data for the intersection of Boonville New Harmony Road and Green River Road to determine if a flashing intersection control beacon is justified at this intersection. Based upon accident information provided by EUTS from the Vanderburgh County Sheriff's Department, 12 accidents occurred at this intersection between May, 1990 and March, 1993. In order to meet the accident warrant to justify installation of a flashing beacon, the Manual on Uniform Traffic Control Devices (MUTCD) states that there must be five or more reported accidents of a type susceptible to correction by cautioning and stopping traffic during a 12 month period. Although there have been six accidents of this type at the intersection, they have occurred over a 35 month period. Therefore, the MUTCD accident warrant is not satisfied at this location.

In addition to accident warrants, the MUTCD also states minimum traffic volumes that must pass through an intersection in order to warrant a flashing intersection control beacon. Based upon traffic counts taken by EUTS in December, 1992 the traffic volume warrant is met for only one of the two hours required to justify installation of the flashing beacon. However, the volumes are close to meeting the warrant for the second hour, and will likely meet the warrant in the near future as traffic growth continues.

A third MUTCD warrant for flashing beacon installation is intersections where speeds over 40 mph prevail. Since the speed limit on the south approach of this intersection is 50 mph, this warrant is met. However, just north of this intersection, the speed limit on Green River Road drops to 35 mph.

A fourth warrant for flashing beacon installation relates to limited sight distance. The warrant states that the beacons may be used in conjunction with stop signs where sight distance is limited or where other physical or traffic conditions make it desirable to emphasize stopping on one street and for proceeding with caution on the other. Due to the fact that the stop line for traffic on Boonville New Harmony Road is 34' off the edge of the Green River Road pavement, there can be sight distance obstructions for vehicles that stop at the stop line. However, most vehicles will stop closer to the edge of pavement of Green River Road, thereby improving sight distance.

The final MUTCD warrant for installation of a flashing beacon is based upon school children crossing the street and school buses using the intersection. This warrant is not met for this intersection.

Based upon the data collected for this study, installation of a flashing beacon is not recommended at this time. However, as traffic growth continues, a flashing light may be justified in the future. As an interim measure, the following changes are recommended:

- 1) Relocate the stop lines on Boonville New Harmony Road from the existing 34' off Green River Road to 15' off the edge of pavement. The existing lines will need to be removed and new lines painted. This would improve sight distance and more accurately reflect where vehicles currently stop at the intersection.
- 2) Install intersection warning signs on Green River Road on the north and south sides of Boonville New Harmony Road. In addition, an advisory speed of 35 mph should be posted on the intersection warning sign on the south side of the intersection. Since the speed limit drops to 35 mph just north of the intersection, warning drivers to travel at 35 mph may reduce the speed of some northbound vehicles before they reach intersection. Also, post "Reduced Speed Ahead" signs on Green River Road in advance of the intersection warning sign for northbound traffic.
- 3) Post 45 mph signs on Boonville New Harmony Road between Green River Road and Interstate 164. There are currently no speed limit signs along this segment of the road, so posting the speed limit may reduce the speed of some westbound drivers as they approach Green River Road.
- 4) Install a 35 mph speed limit sign on Green River Road for southbound traffic just south of the railroad crossing in Daylight. There are currently no speed limit signs between Boonville New Harmony Road and the railroad crossing, so the installation of this sign may reduce the speed of southbound vehicles.

These measures may help to reduce the number of accidents at this intersection. However, this intersection should be evaluated again 12 months after installation of the signs to determine if they have any effect on the accidents. If the number of accidents has not been reduced, then the flashing light could be designed and installed next year.

If you have any questions concerning this, please contact me.

cc: Rose Zigenfus

# Vanderburgh County Engineering Department

715-A Locust Street - Evansville, Indiana 47708 Telephone: (812)424-9603

April 5, 1993

Mr. Richard J. Borries
President
Vanderburgh County Commission
Room 305, Civic Center Complex
1 N.W. Martin Luther King, Jr. Blvd.
Evansville, IN 47708

Dear Mr. Borries:

I am writing this letter in response to a problem concerning Contract B-19810/Orchard Road Bridge Replacement that, in my opinion, deserves your immediate attention. The following information is inclusive of a time frame from Tuesday, September 22, 1992 through Thursday, March 25, 1993 and documented in the daily progress reports of David Franklin, the project engineer on this project for the County.

In a conversation with Mr. Bob Gulick, S.I.G.E.C.O. Marketing Representative, on Tuesday, September 9, 1992, Mr. Franklin discussed the relocation of S.I.G.E.C.O. power pole #81 2 6 9 at Station #13+32,19'R. On Thursday, September 24, 1992, Mr. Franklin mailed Mr. Gulick a lêtter requesting relocation of said power pole, since plans for Contract #B-19810 states that any above ground projection shall be removed within a 10' clear zone from the edge of the proposed asphalt pavement, from Station 12+40 through Station #13+40 of project. On Thursday, October 1, 1992, United Artists Cable T.V. removed their aerial cable from the S.I.G.E.C.O. power pole at Station #13+39, 19' right so that S.I.G.E.C.O. would not be held back from relocating their pole in a timely manner. On Thursday, October 1, 1992, Mr. Tony Hasara, S.I.G.E.C.O. Engineer, was at the job site and tried to justify leaving the power pole in place. No compliance with 10' clear zone specification had taken place and "foot-dragging" by S.I.G.E.C.O. was still going on as to relocation of said power pole at this time.

On Tuesday, February 9, 1993, Mr. Frankin contacted Mr. Gulick after the contractor stated that they would like to have a letter from S.I.G.E.C.O. releasing them from any liability from damages incurred to the power pole while preceding with common excavation around this pole. Mr. Gulick responded that he would meet with Mr. Franklin at a later date to discuss this possibility. On Thursday, March 25, 1993, Mr. Gulick, Mr. Franklin, myself, Mr. Hasara, Mr. Mark Aders (Blankenberger Brothers, Inc. Superintendent), and Mr. Rick Yunker (INDOT Area Engineer) met at Orchard Road project job trailer. The discussion about the aforementioned power pole became a heated debate as to who controlled the area (property) that the power pole encroached upon. Mr. Yunker commented that if this power pole was not relocated out of the 10' clear zone are, INDOT will pull the funding for this project and Vanderburgh County will have to complete the job with local funding. Mr. Gulick stated at the meeting that S.I.G.E.C.O. would move the pole out of the clear zone, but that they wanted to do that at the same time that they replace their lines above the bridge. He stated that S.I.G.E.C.O. did not want to send a work crew to the site twice. However, due to on going work on the bridge, the lines cannot be put back above the bridge at this time.

It was my determination from this meeting, that nothing had been resolved and therefore, I am presenting this problem of this relocation to the Vanderburgh County Commissioners, since Blankenberger Brothers, Inc. would like to proceed with the work needed around this power pole in the given time frame they have to complete the project. Additionally, as you know, Vanderburgh County does not have enough local funds to complete this project, so it is important to resolve this issue so the federal funding is not jeopardized.

I would appreciate your consideration and response on this matter.

Sincerely,

John Stoll, P.E. County Engineer

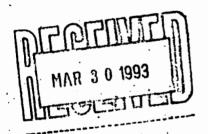
enclosures:

Copy of Letter to S.I.G.E.C.O.

Burns Indiana Statutes, Sec. 36-1705

Burns Indiana Statutes, 1949 Replacement, Section 36-1705.

POLES AND WIRES. --- Corporations now formed or which may hereafter be organized for the purpose of constructing, operating and maintaining telephone lines and telephone exchanges, or for the purpose of generating and distributing electricity for light, heat or power, are authorized to set and maintain their poles, posts, piers, abutments, wires and other appliances or fixtures upon, along, under and across any of the public roads, highways and waters of this state outside of cities and incorporated towns; and individuals owning telephone lines or lines for the transmission of electricity are hereby given the same authority: Provided, That the same shall be erected and maintained in such manner as not to incommode the public in the use of such roads, highways and waters: Provided further, That no trees shall be cut along such roads or highways without the consent of the abutting property-owners: Provided, also, That no pole or appliance shall be so located as to interfere with the ingress or egress from any premises on said road, highway, or waters: Provided, further, That nothing herein contained shall be construed as depriving the county commissioners of any county of the power to require the relocation of any such pole, poles or appliances which may affect the proper uses of such highway for public travel, for drainage or for the concurrent use of other telephone lines or lines conducting electricity. The location and setting of said poles shall be under the supervision of the board of commissioners of the county. (Acts 1905, ch. 167, sec. 38, p. 521; 1911, ch. 161, sec. 1, p. 421.)



1 100

shall in any manner abridge the rights of incorporated towns and cities by their respective Councils, Boards of Aldermen, or Boards of Trustees to grant to such corporations or companies the privilege to use and occupy the streets and alleys of such cities and towns for the purpose of laying mains for conveying gas to their patrons . . . "

In 1905, the Indiana Assembly passed several Acts which in effect codified and revised the duties and powers of municipal corporations and counties. Many parts of these statutes deal with use and occupancy of public ways by various utilities. Several of these are noted below, with citations both to Burns Annotated Indiana Statutes 1969 and the Acts themselves:

Burns 36-1705 ( 8701 ). Poles and wires. Corporations now formed or which may hereafter be organized for the purpose of constructing, operating and maintaining telephone lines and telephone exchanges, or for the purpose of generating and distributing electricity for light, heat or power, are authorized to set and maintain their poles, posts, piers, abutments, wires and other appliances or fixtures upon, along, under and across any of the public roads, highways and waters of this state outside of cities and incorporated towns; and individuals owning telephone lines or lines for the transmission of electricity are hereby given the same authority: Provided, that the same shall be erected and maintained in such manner as not to incommode the public in the use of such roads, highways and waters: Provided further, That no trees shall be cut along such roads or higways without the consent of the abutting property-owners: Provided, also, That no pole or appliance shall be so located as to interfere with the ingress or egress from any premises on said road, highway, or waters: Provided, further, That nothing herein contained shall be construed as depriving the county commissioners of any county of the power to require the relocation of any such pole, poles or appliances which may affect the proper uses of such highway for public travel, for drainage or for the concurrent use of other telephone lines or lines conducting electricity. The location and setting of said poles shall be under the supervision of the board of commissioners of the county. ( Acts 1905, ch. 167, Sect. 38, p. 521; 1911, ch. 161, Sect. 1, p. 421. )

### VANDERBURGH COUNTY PUBLIC WORKS DEPARTMENT

Public Works Director Vanderburgh Auditorium 715A Locust Street Evansville, Indiana 47708



Division Managers

Engineering Services Maintenance Services Administrative Services Highway Services

A

Gary U. Kercher Fred W. Howard Karen S. Hadfield Scott A. Davis

(812) 424-9603

Mr. Robert Gulick Southern Indiana Gas & Electric Co. 20 N.W. Fourth Street Evansville, IN 47741

Dear Mr. Gulick;

Re: Orchard Bridge #158

This letter is in reference to the power pole on Orchard Road Bridge #158 replacement plans at station 13+32 @ 19' right on Vanderburgh County right-of-way.

The above described power pole needs to be re-located (moved back transversely from the edge of pavement) to conform to specification on typical cross sections that calls for 10' clear zone area (free from above ground structures) on tangent areas.

If you have any questions, call me at the field office 963-8920.

Sincerely,

David A. Franklin Project Supervisor

DAF/ksh

**PATRICK TULEY** 

March 30, 1993

Mr. Bruno Canzian, Manager Local Transportation Section Division of Program Development Indiana Government Center North - Room N601 Indianapolis, IN 46204-2249

Dear Mr. Canzian,

This letter along with the FA2 forms, Local Public Agency work sheets, status of 5 year Transportation Plan and 3 year Transportation improvement Program is a request to perform a Pavement Management System update. In Mr. Ed Cox's letter of December 28, 1992 the following quote was made:

"Remember that planning is a very important function facing you. We strongly urge you to move ahead in this direction. Planning can be an exciting activity if you view it as a means to set the course to achieve short as well as long range goals in your community for many years to come. That is what ISTEA is asking all of us to do."

The Intermodal Surface Transportation Efficiency Act of 1991 requires a comprehensive <u>Metropolitan Transportation Planning Process</u> and a comprehensive <u>Statewide Transportation Planning Process</u>.

As you already know the Federal Register of Tuesday March 2, 1993 illustrates the Metropolitan Planning proposed rule, Statewide Transportation Planning proposed rule, and management proposed rule. Due to the time constraints of the proposed rules and ISTEA, the planning requirements that are required should be in some stage of implementation by now.

Nothing in ISTEA prohibits the MPO and/or State from utilizing city and county agencies to carry out elements of the planning process. In fact ISTEA encourages involvement of local governments.

ISTEA has given great flexibility in how planning can be funded. ISTEA encourages transportation system planning. As the President of the Vanderbugh County Commissioners I am officially requesting the FA2 be approved to perform planning activities that INDOT and USDOT are requiring. Exhibit A shows the proposed planning activities that I am requesting federal participation.

#### **EXHIBIT A**

1) Pavement Management System Update

|            | a)<br>b)                         | Redrive county roads to update management system  Develop multi-year road maintenance plan with a prioritized list maintenance work                     | t of |                |
|------------|----------------------------------|---|------|----------------|
|            | c)<br>d)<br>e)                   | Prepare new set of work maps Computer hardware and software upgrade Conduct updated series of traffic counts  |      |                |
| Tota       | al Cos                           | t -   | \$5  | 0,425          |
| 2)         | Transp                           | portation Plan  |      |                |
|            | a)<br>b)<br>c)<br>d)<br>e)<br>f) | Traffic forecasts Capacity analysis Accident analysis Transit analysis Development of a Congestion Management Plan Development of a Transportation Plan |      |                |
| Tota       | al Cos                           | t -   | \$   | -0-            |
| 3)         | Transp                           | portation Improvement Program   |      |                |
|            | a)                               | Development of a Multi-year Capital Improvement Program   |      |                |
| Tota       | al Cos                           | t -   | \$   | -0-            |
| Gra        | nd To                            | tal Cost -  | \$5  | 0)425          |
| Cos        | st by A                          | Agency  |      | (              |
| FH\<br>Van |                                  | rgh County  |      | 0,340<br>0,085 |

#### 5 Year Transportation Plan and 2 Year Transportation Improvement Program

When submitting FA 2's INDOT requires a overall 5 year Transportation Plan be completed along with a 3 year Transportation Improvement Plan.

This FA2 is a planning activities project which will go into a 5-20 year Transportation Plan and a 3 year Transportation Improvement Plan.

## INDIANA DEPARTMENT OF TRANSPORTATION FEDERAL-AID PROGRAM DATA

| I GE  | NERAL 1   | PROGRAM DAT         | A:                   |             |             |                   |        |
|-------|-----------|---------------------|----------------------|-------------|-------------|-------------------|--------|
| ID    | Numbe:    | c:                  | Project Num          | mber:       |             |                   |        |
| Ro    | ute Nur   | mber: N/A           | Fede                 | eral-Aid S  | ystem & Ro  | ite Number:       | _N/A   |
| Pr    | oject :   | Cermini: <u>C</u> e | ounty wide - Al      | 1 county ro | ads         |                   |        |
| Ur    | ban Coo   | ie: N/A             | Place Code:          | N/A         | Route Mil   | le Point:         | N/A    |
| Co    | unty:     | Vanderburgh         | County:              |             | County      | /:                |        |
| Le    | ngth:     | 479.0               | Length:              |             | Length      | 1:                |        |
| Ur    | ban Are   | ea: N/A             |                      |             |             |                   |        |
| To    | tal Ler   | igth of Pro         | ject: 479.0<br>Rural | mi. + Urb   | mi. = 2     | 79.0 mi.<br>Potal |        |
| Ch    | aracte    | of Propos           | ed Work to be        | a Accompli  | shed During | , Program P       | eriod: |
| _P:   | reparatio | on of Pavement      | Managemth Sys        | tem         |             |                   |        |
| II Fu | nding I   | Data:               | /93 to 9/30/9        |             | Approval:   |                   | •      |
| Ty    | pe of I   | Funding Requ        | uested: STP          | and MA      |             |                   |        |
| Ap    | propria   | tion Code:          | 33E and 34C          |             |             |                   |        |
| To    | tal Cos   | t for Prog          | ram Period:          |             | \$50,425    |                   |        |
| Fe    | deral S   | Share of Co         | st for Progra        | am Period:  | \$40,340    |                   |        |
|       |           | Planning<br>PE      | PP                   | ROW         | PP          | CONSTR_           | PP_    |
|       | stal -    | 50,425              | 94                   |             | _           |                   |        |
|       | deral are | 40,340              | 94                   |             |             |                   |        |
|       |           |                     |                      |             |             |                   |        |

EXHIBIT "E" Page 14 of 44

#### FORM FA-2 State Form 4350 (R5/11-88)

II

| ID Number:              | Project Number:                       |             |
|-------------------------|---------------------------------------|-------------|
| Companion Programmed Pr | rojects and Previous Obligations:     |             |
|                         |                                       |             |
| PROJECT SUPPORTING DAT  | 'A:                                   |             |
| Functional Classificat  | ion:                                  | <del></del> |
| Old Structure NBI Numb  | per: N/A                              |             |
| New Structure Number:   |                                       |             |
| Sufficiency Rating: _   | ·                                     |             |
| RAILROAD DATA:          |                                       |             |
| Name of Railroad:       | AAR Number:                           |             |
| Existing Warning Device | e or Structure:                       |             |
| •                       |                                       |             |
| * * * * * * * * * * * * |                                       |             |
| INI                     | TERGOVERNMENTAL REVIEW ACTION         |             |
| Action to be Taken:     |                                       |             |
| This project is ex      | cempt by FHWA, IDOH and SBA agreement | :           |
| This project should     | ld be reviewed                        |             |
| This project was p      | previously reviewed                   |             |
| Phases of Work:         | ••                                    |             |
| All PE, R/W & CN A      | Activities                            | `           |
| All R/W & CN Activ      |                                       | Ċ           |
|                         |                                       |             |
| All CN Activities       |                                       |             |

EXHIBIT "E"
Page 15 of 44

If, for any reason the Indiana Department of Transportation (INDOT) is required to repay to the Federal Highway Administration (FHWA) the sum or sums of federal funds paid to the Local Public Agency (LPA) through the INDOT, then the LPA will repay to the INDOT such sum or sums upon receipt of a billing form the INDOT.

Vanderburgh County Board of Commissioners Initiating Agency Name: Address: 305 Civic Center Complex City/State/ZIP: Evansville, IN 47708 Phone Number: (812) 426-5241 Certifying Representative: (Signature and Title) (Mayor of City, President of Town Board President of Board of County Commissioners) FOR ADDITIONAL INFORMATION CONTACT: Consulting Firm: Bernardin. Lochmueller & Associates. Inc. 20-24 N.W. 4th St. Consultant Address: Suite 606, Hulman Bldg. City/State/ZIP: Evansville, IN 47708 Consultant Telephone No: (812) 426-1737 Keith Lochmueller Consultant Representative: METROPOLITAN PLANNING ORGANIZATION (Urbanized Areas over 200,000 Population) (Urbanized Areas 50,000 to 200,000 Population) MPO Name: Evansville Urban Transportation Study

MPO Address: 316 Civic Center Complex

Evansville, IN 47708 City/State/ZIP:

(812) 426-5230 MPO Telephone No:

MPO Representative: Ms. Rose Zigenfus

#### NOTE:

\* 1. \* \* W

Please attach the proper (City, Town or County) FAS map and indicate the exact location of the project that is being programmed.

> EXHIBIT "E" Page of 16 of 44

MOST COMMONLY USED FUND CODES

MINIM. ALLOC. 34B; AREAS>200000 GP. I CITIES \_\_STP-33C INSTEP WORK PROGRAM

FISCAL YEARS 1994 THRU 1996

34C; AREAS>5000 GP. IIBIII CITIES STP-3AA RAIL (CRUSSING) STP - 33H 34C; AREAS<5000(TOWNS&COUNTIES) STP-33W RAIL (WARNING) STP - 33H TRNSP. ENHANC. STP-33B HES STP-33P

| LPA                   | DES NO. | PROJECT NO. | PROJECT TYPE | DESCRIPTION                             | CHEC | PHASE<br>CK ONE<br>R/W CN | TOTAL COST | URBAN<br>CODE<br>(4)¥ | FUND CODE<br>(4)♥ | FISCAL<br>YEAR |
|-----------------------|---------|-------------|--------------|---|------|---------------------------|------------|-----------------------|-------------------|----------------|
| Vanderburgh<br>County |         |             | Planning     | Pavement Management<br>1. System Update |      |                           | 50,425     |                       | TP-33E<br>A-34C   | (1)+<br>1994   |
|                       |         |             |              | 2.                                      |      |                           |            |                       |                   | (2)+           |
| •                     |         |             |              | 3.                                      |      |                           |            |                       |                   | 1995           |
|                       |         |             |              | 4.                                      |      |                           |            |                       |                   | (2)+           |
|                       |         |             |              | 5.                                      |      |                           |            |                       |                   | 1996           |
|                       |         |             |              | 6.                                      | -    |                           |            |                       |                   | (2)+           |
|                       |         |             |              | <b>7. 8.</b>                            |      |                           |            |                       |                   | ВЕЧОНО         |
|                       |         |             |              | 9.                                      |      |                           |            |                       |                   | 1996           |

NOTE:

+(1) will require FA-2 for FY1994. Projects should be ranked in order of importance. 30 INDY +(2) Programs should be realistic, in general, limited to one construction per year. 32 LOUISV

MPO's please copy form & send multiples for more than two projects per year. +(3) All other projects beyond 1796 to be shown.

34 FT W 36 MH IN

U.CODE HPO

U.CODE MPO 38 40

42

U.CODE MPO 43 ELK-GOS

S.BEND ANDER 44 LAFAY 41 BLOOK

EVANS

45 KOKOH 46 HUNC

Y(4) To be shown if available.

EXHIBIT "0"

PAGE 13 of 44

48 TERE HAU

|  |  | DATE  |
|--|--|---|
| 1101 State<br>100 North  | epartment of Transportat<br>e Office Building<br>Senate Avenue<br>lis, Indiana 46204                                     | on  |
| Attention  | Chief, Division of Loc<br>Room N601, State Office  |   |
| Gentlemen:   | :  |   |
| is hereby of project in this ca follow the discharge working u | designated fulltime Rest(s) M-E340(6) Green Riapacity he will be in full e established procedures of his duties. It is a | who is an employee of United Consulting Engineers, Indent Project Representative for the construction wer Road Section "B". It is understood that I time direct control of the project, and will of the Indiana Department of Highways in the iso understood that in this capacity he will be the IDOH District Area Engineer and will look to ction. |
| Mr. <u>Keit</u><br>personnel                                   | h Lytton<br>:  | will utilize the services of the following  |
| 1  | Lynn Fox   | Assistant Project Representative  |
| 2  | Chris Coffey   | Inspector   |
| 3  | Steve Berry  | Inspector   |
| 4  |  | Inspector   |
| 5  |  | Inspector   |
| all super<br>will be s<br>The engin<br>books, do               | vision of this project. upplied for this project eering staff of <u>United</u> cuments, paper, accounti                  | Iting Engineers, Inc. in accomplishing the over— The testing equipment as listed on attached sheet by INDOT  Consulting Engineers, Inc. shall maintain all ng records and other evidence pertaining to the materials available at their respective offices at   |
| all reaso<br>of final<br>authorize                             | nable times during the co<br>payment. The Federal Hi   | ntract period and for three (3) years from the date ghway Administration, the State of Indiana, or other unit providing money for the project shall be fur-   |
|  |  | Vary truly yours  |

Richard J. Borries

(Board of County Commissioners)

(Member) Patrick Tuley

# PROGRESS REPORT Friday, March 26, 1993 thru Thursday, April 1, 1993

#### Friday, March 26, 1993

Gradall & one crew installed culvert on Wimberg Road.

Patch crew worked on Middle Mt. Vernon and Boehne Camp Road.

Tiger Mower worked on Hillview, #3 School Road and St. Wendell Road.

Tree Crew worked on Denzer Road.

One Crew ran barricades for high water.

Rock Crews and Grader - 4 crews rocked and graded Ridgewood and Outer Darmstadt.

Garage - one crew washed trucks and one crew worked on new offices.

#### Monday, March 29, 1993

Patch crew worked on Boonville New Harmony.
Tiger Mower worked on Hillview and #3 School Road.
Gradall and one crew ditched Korff Road.
Rock Crew worked on Old Boonville Road and Outer Darmstadt.
Tree crew worked on Denzer Road.
Garage - one crew washed trucks and one cree worked on new offices.
One crew ran barricades for high water.

#### Tuesday, March 30, 1993

Patch crew worked on St. Joe Avenue and Allens Lane. \*
Tiger Mower worked on Hillsview.
One Crew and two Gradalls ditched on Korff Road.
Rock Crews - 3 crews rocked Motz Lane.
One crew and the Mulcher worked on Denzer Road, Berry Court and Berry Drive.
Garage - one crew worked on new offices.

#### Wednesday, March 31, 1993

Trash crew worked on Boehne Camp.

One crew and the Gradall installed field culvert and ditched at 14120 N. Green River Road.

The Tiger Mower, Mulcher and one crew worked on Hillview.

Gradall and one crew installed culvert on Old Princeton Road.

Three Rock crews and the Grader rocked Motz Lane and County Line East, and Woods Avenue alley.

One crew ran barricades for high water.

Garage - one crew worked on new offices.

#### Thursday, April 1, 1993

One crew rocked bailbox approaches on Boonville New Harmony Road. Gradall and one crew ditched at 14120 N. Green River Road. Mulcher, Tiger Mower and one crew worked on Hillview. 4 rock crews and grader rocked and graded County Line East and Hornby Lane. Garage - one crew worked on new offices.

#### VANDERBURGH COUNTY BRIDGE CREW PROGRESS REPORT Friday, March 26, 1993 thru Thursday, April 1, 1993

#### Friday, March 26, 1993

Crew #1 - repaired storm drain at 6939 Copperfield.

Crew #2 - put rock on Lexington Avenue and tamp, installed guardrail at Burkhardt and Indiana.

Crew #3 - fill cutting tanks with gas, pick up hammer at Tri-State Repair and pick up fittings at Power Equipment Plus.

#### Monday, March 29, 1993

Crew #1 - finish drop box at 6939 Copperfield, worked on Lexington Avenue, wash off Kleitz and Mesker Park Bridge.

Crew #2 & #3 - cut and concrete Lexington Avenue culvert (1/2 of road) saw Berry Drive and Berry Court.

#### Tuesday, March 30, 1993

Crew #1 - worked on Lexington Avenue, washed Maryland St. and Franklin St. Bridge. Crew #2 - worked on Lexington Avenue, removed door from under bridge on Hogue

Road, cleaned out drain and drop box on Berry Court.

Crew #3 - worked at Berry Drive and Holly Hill Dr.

#### Wednesday, March 31, 1993

Crew #1 - worked on field culvert on Old Princeton Road.

Crew #2 - shovel off Kansas Road Bridges and all culverts Northeast.

Crew #3 - worked on tool maintenance and picked up hoses.

#### Thursday, April 1, 1993

Crew #1 - clean beehive on Royal Avenue and Oak Grove, clean drain on Pollack Avenue at Chicksaw and Audubon, dig out Old Princeton Road and Hilltop. Crew #2 - Saw 8401 Holly Court, 8190 Berry Court, and Hillsdale west of 41. Crew #3 - clean drains on West Summit Drive, rip rap by culvert on Red Bank Road, check drains on Moye Drive off Peerless and Chapel Hills Sub-division.



# 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

ROGER L. LEHMAN
BUILDING COMMISSIONER

March 10, 1993

MAR 1 0 1993

VANDERBURGH COUNTY COMMISSIONER'S OFFICE

Mrs. Carma Huck 6616 Upper Mt. Vernon Rd. Evansville, IN 47712

RE: 6616 UPPER MT. VERNON RD. -GARAGE

Dear Ms. Huck:

It has been 8 months since our last contact regarding the garage that is in poor repair and creating a hazard for the public. I understand you have been ill, and I have tried not to push this issue. However, the garage is deteriorating to a point of no return.

If you are unable to resolve the structural problems with the building, we will bring it before the Board of County Commissioners on Monday, April 5, 1993, at 5:30 p.m. in Room 307 of the Civic Center Complex. At that time, I will ask the County Commissioners to authorize me to obtain bids to raze the structure and place the cost as a lien against the property.

Please submit a written contract with a licensed contractor for repair or removal of the building to me prior to April 5, 1993, or you are hereby notified to appear at the above mentioned meeting.

Sincerely,

Roger L. Lehman, C.B.O. Building Commissioner

RLL: kek

cc: Richard Borries, President of Board of County Commissioners Ronald Huck

Funding for this brochure has been generously provided by:



Welborn Baptist Hospital 401 S.E. Sixth Street Evansville, Indiana 47713 812-426-8124

Vanderburgh County CASA, Inc., is partially funded by Title XX, Indiana Department of Human Services and the United Way of Southwestern Indiana.

It brings out the best in all of us.



Vanderburgh County CASA, In 609 Southeast Second Street Evansville, Indiana 47713

CSS

Court-Appointed Special Advocates for children of Vanderburgh County.



Vanderburgh County CASA volunteer Betty Craig.

C2S2s help because they care.

CASAs are appointed by Vanderburgh County Juvenile Court to serve as advocates in court for children who have been neglected, abused or sexually molested.

Their ultimate responsibility is to recommend a course of action that is in the child's best interest.

#### They:

- Research their case or cases and conduct an independent assessment of the child's needs and interests.
- State the child's wishes at a court hearing, ensure that all pertinent information is available to present in court and make sure that the child's legal rights are protected.
- Monitor compliance of parents and other parties subject to court order - and initiate proceedings when orders need to be changed.

Cass are a child's voice in court.



cass aren't content on the sidelines.

People who become CASAs are people who invest their humanity, assertiveness, intelligence and interpersonal abilities in meaninoful challenges.

CASAs represent a variety of occupations, professions and life stages.

CASAs don't have time to be involved.

They make time to be involved.

#### How the program works...

CASAs must be at least 21 years old and must live in Vanderburgh or an adjacent county.

After completing a training program of about 20 hours, they are sworn in by the judge of the Juvenile Division of Vanderburgh Superior Court. They are assigned one or more cases.

Each case requires an initial investigation of about 20 hours - and an additional 10 hours each month. CASAs draft a written report for each case and also present their findings and recommendations orally in court.

Their recommendations may match those of Welfare Department caseworkers or agencies assigned to work with parents or they may reflect parents' wishes. CASAs' recommendations may differ from the wishes or recommendations of all other parties involved.

Indiana law requires the court to consider alternatives that are lea. disruptive to family life and family autonomy. Vanderburgh County CASA's goal is to help the children it assists to secure safe and permanent living environments.



Vanderburgh County CASA, Inc.

#### GENERAL CERTIFICATE OF COUNTY

| STATE OF INDIANA      | )<br>) |
|-----------------------|--------|
| COUNTY OF VANDERBURGH | )      |

We, the duly elected or appointed, qualified and acting undersigned officials of the County of Vanderburgh, Indiana (the "County"), hereby certify that:

- The County is a political subdivision of the State of Indiana created and existing
  as such under the constitution and laws of the State of Indiana.
- 2. The foregoing transcript to which this certificate is attached contains full, true and correct copies of all proceedings had by the Board of Commissioners of the County and the County Council relating to the approval of the Evansville-Vanderburgh Airport Authority Airport Revenue Bonds of 1993 (the "Bonds"), referred to in Ordinance No. 142 contained in this transcript and a full, true and correct copy of the Lease Agreement, dated April 13, 1992, between the Evansville-Vanderburgh Airport Authority and the County (the "Lease"). All of these proceedings have been duly recorded in the proper permanent records of the County, and have been signed by the proper officials of the County.
- 3. All actions taken by the County concerning the Bonds and the Lease were taken at meetings open to the public with respect to which the County complied in all respects with I.C. 5-14-1.5. Notice of the meetings was given in accordance with I.C. 5-14-1.5. No such actions were taken by secret ballot or by reference to agenda number or item only. If an agenda was used it was posted at the entrance to the meeting room prior to the meeting. Memoranda

IDD03296/CIP

were kept during the meeting and made available as required by I.C. 5-14-1.5. No executive sessions were held except those permitted by I.C. 5-14-1.5-6.1. Notices of meetings of the County Council were given in accordance with IC 36-2-3-7.

- 4. There is no litigation pending or in any wise threatened in any way questioning the validity of the Bonds referred to in the foregoing transcript, or questioning any of the proceedings had relating to the authorization, issuance and sale of the Bonds, the execution of the Lease or the performance of the County's obligations under the Lease or to the construction of the Authority's project referred to in the foregoing transcript, or to the collection of property taxes to pay rentals under the Lease.
- 5. In order to preserve the exclusion from gross income of interest on the Bonds under federal law and as an inducement to purchasers of the Bonds, the County represents, covenants and agrees that:
- (a) No person or entity, other than the County, the Authority or another state or local governmental unit, will use proceeds of the Bonds or property financed by the Bond proceeds other than as a member of the general public. No person or entity other than the County, the Authority or another state or local governmental unit will own property financed by Bond proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, an arrangement such as take-or-pay or output contract or any other type of arrangement that differentiates that person's or entity's use of such property from the use by the public at large.
- (b) No portion of the payment of the principal of or interest on the Bonds will be (under the terms of the Bonds, the Lease or any underlying arrangement), directly or indirectly.

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- (i) secured by any interest in property used or to be used for a private business use or payments in respect of such property or (ii) derived from payments (whether or not to the County or the Authority) in respect of such property or borrowed money used or to be used for a private business use.
- (c) No Bond proceeds will be loaned to any entity or person other than a state or local governmental unit. No Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Bond proceeds.
- (d) The County will not take any action nor fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Code, nor will it act in any other manner that would adversely affect such exclusion.
  - (e) The Bonds are not private activity bonds as defined in Section 141 of the Code.

| IN WITNESS WHEREOF, W         | e have signed our names and in | ipressed the corporate s |
|-------------------------------|--------------------------------|--------------------------|
| of the County this day of Mar | ch, 1993.                      |                          |
| Signature                     | <u>Namc</u>                    | Official Title           |
|                               |                                | Commissioner             |
|                               |                                | Commissioner             |
|                               |                                | Commissioner             |
|                               |                                | Auditor                  |
| (Seal)                        |                                |                          |

-

DON L. HUNTER

PATRICK TULEY

04-01-93

Memo to all departments, agencies, and offices funded in all or in part by the

From Mark Ahell, Superintendent of County Buildings.

Vanderburgh County is hosting the Vanderburgh County EXPO 93 on Wednesday, April 21, in the lobby of the Auditorium in celebration of County Government Week and the 175th anniversary of Vanderburgh County. You are urged to participate by using booth space to display whatever you deem informative about your department. The idea is to relay to the public exactly how County government benefits them and what sort of services we offer.

Please contact Sandra Toton or Jauice Bentle by April 16 to reserve a table. Please let us know what your space requirements will be, and if you will need electrical supply or any special equipment.

If you have any fliers or other handouts you can provide to interested persons, it would be greatly appreciated. If you know of any vendor willing to donate token food items or handouts as are usually given away at trade shows and fairs, or door prizes, please let us know.

We expect to have a press conference kicking off the event at 11:00 a.m. We will be inviting news media to attend during the day and to broadcast live from the Expo for part of the day. We will also be sending fliers to all area churches, neighborhood associations, close and organizations, and schools. The event will be over at 6:30 mm.

This can be a very important opportunity for us to show the taxonorm and the media the positive aspects of the County. We would like everyone to participate. We hope to have representatives from all elected and appointed offices, boards and commissions, joint departments, and contract departments funded by the County.

PLEASE REMEMBER THE SIGN UP DEADLINE OF APRIL 16. 426-2270

Any questions call Sandra or Janice at 426-2270 at the Auditorium.

The success of this first County venture into marketing will be determined by everyone's willingness to participate.

# VANDERBURGH COUNTY

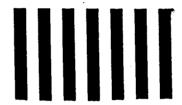
IS

CELEBRATING



**NATIONAL** 

### COUNTY GOVERNMENT WEEK



YOU ARE INVITED TO EXPO 93

WEDNESDAY-APRIL 21,1993

11 a.m.

to

6:30 p.m.

at

Vanderburgh AUDITORIUM

Visit with various county departments to see how your government is working for YOU!!



MARCH 24, 1993

COUNTY COMMISSIONERS ROOM 305 CIVIC CENTER COMPLEX

DEAR COUNTY COMMISSIONERS,

- Derkle

DUE TO REPEATED COMPLAINTS AND SEVERAL CANCELLATIONS, WE ARE ASKING THAT THE 10% CATERING FEE AT BURDETTE PARK BE DROPPED.

AFTER GOING THRU RECORDS FOR THE PAST FEW YEARS WE HAVE NOTICED A LOSS INSTEAD OF A PROFIT DUE TO THIS EXTRA FEE FOR OUR RENTERS.

RESPECTFULLY,

LAURAL J. BERKLEY

**SECRETARY** 

10% be removed.

Approved.

415/93

DEGENVEN

MAR 2 5 1993

VANDERBURCH CURINTY COMMISSIONER'S OFFICE

### REQUEST FOR APPROPRIATION

| PARTMENT:  | County Commissioners |                       | 4/2/93<br>DATE:  |  |  |  |
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|            | ·                    |                       |  |  |  |  |
| ACCO       | UNT                  | LINE ITEM             | AMOUNT   |  |  |  |
| 130-361    | 10                   | Legal Services        | 4,962.34   |  |  |  |
|            |                      |                       |  |  |  |  |
|            | EXPL                 | ANATION OF NEED F     | OR REQUEST   |  |  |  |
| To pay     | legal fees fo        | r continuing litigati | on cases.  |  |  |  |
|            |                      |                       | VANDERBURGH COUNTY   |  |  |  |
|            |                      |                       | APR 02 1993  |  |  |  |
|            |                      |                       |  |  |  |  |
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|            | ccounts:             | DISBURSEMENTS         | Sem Thompsony  |  |  |  |
| CCOUNT NO. | ccounts:             | DISBURSEMENTS         | Sean Templey. AUDITOR  |  |  |  |
|            | ccounts:             | DISBURSEMENTS         | AUDITOR  BALANCE BALANCE AFTER APPEARANCE  Richard J. Bornes |  |  |  |

### REQUEST FOR APPROPRIATION

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### INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT



Evan Bayh
Governor
Kathy Prosser
Commissioner

105 South Meridian Street P.O. Box 6015 Indianapolis, Indiana 46206 6015 Telephone 317-232-8603 Environmental Helpline 1 800 451 6027

March 29, 1993

VIA CERTIFIED MAIL - P323-805-436

Mr. Richard Borries, President Vanderburgh County Commissioners Room 305 Civic Center Complex Evansville Indiana, 47708

Mr. Borries:

Re: Treatability Report
Vanderburgh County
Highway Garage
Site Remediation
Evansville, Indiana
IND 98093868

On December 22, 1992, the Indiana Department of Environmental Management (IDEM) received the Treatability Report dated October 15, 1992. Upon review for technical adequacy, the report was found to be inadequate for container storage area remediation purposes.

The Treatability Report, dated October 15, 1992, only dealt with the impact of the petroleum underground storage tanks (USTs) on most of the garage area, and the proposed measures for remediation. The Vanderburgh County Highway Department must address any contamination attributed to the container storage area per the Agreed Order, Cause No. 82C01-9004-CP-2276. The Office of Solid and Hazardous Waste Management (OSHWM) feels it is in the best interest of Vanderburgh County Highway Garage to keep the container storage and the UST remediation separate. If OSHWM were to address any impact from the UST, the stricter regulations of 40 CFR 265, Interim Status

An Equal Opportunity Employer Printed on Recycled Paper

# Notice of Deficiency Treatability Report Vanderburgh County Highway Department Evansville, Indiana IND 980903836

- 1. Indicate that the vertical and horizontal extent of contamination will be determined. The vertical extent of contamination is determined when two consecutive samples meet the cleanup level.
- 2. The cleanup level is 1ppm volatile organic compounds detected by SW-846 method 8240 as indicated in the June 1990 Sampling and Analysis Plan. The volatile organic compounds (VOC's), minus hydrocarbons associated with the underground storage tanks are the parameters of concern for the container storage area. The VOC's that may be present due to the diesel fuel are xylene, benzene, ethylbenzene, and toluene.

The underground storage tanks and related contamination should be addressed by the Underground Storage Tank program.

- 3. Alternate cleanup levels can be proposed and submitted to IDEM for approval, based on a complete health based risk assessment.
- 4. The treatment of soils from the hazardous waste storage area, by the asphalt process, must be performed by a permitted treatment, storage, and disposal facility based on 40 CFR 266.21 and 262.10, NOTE 2.
- 5. Indicate that soils that are remediated with ex-situ bioremediation will be remediated in tanks and containers less than 90 days, pursuant to generator standards, 40 CFR 262. Otherwise, the facility would create a new hazardous waste unit, which would be subject to closure.
- 6. Indicate how the soil that is to be remediated by bioremediation will be sampled. Indicate the location and number of samples to confirm that the soil meets the cleanup level.
- 7. Indicate that the successful remediation of soils will be determined by laboratory analysis of a minimum of two samples per batch. Indicate that soil cleanup levels listed in comment number 2 will be used to indicate that soils have been remediated.
- 8. Indicate that analytical reports submitted to the IDEM will include signed chain-of-custody forms, analytical results, analytical methods used, practical quantitation limits (PQLs), sampling dates, analysis dates, and quality control (QC) results. These requirements are needed to validate data.

# MINUTES COUNTY COMMISSIONERS MEETING APRIL 12, 1993

#### I N D E X

| Subject   | <u>Page</u> | No. |
|---|-------------|-----|
| Meeting Opened @ 5:30 p.m   | • •         | 1   |
| Introductions & Pledge of Allegiance  | ••          | 1   |
| CASA/Request for Use of Auditorium Equipment  | • •         | 1   |
| Authorization to Open Proposals/Automated Document Recording & Indexing Application/County Recorder |             | 3   |
| Pigeon Creek Greenway Passage Advisory Committee  | • •         | 3   |
| County Clerk/Request re Microfilming & Filing of Records.   | • •         | 5   |
| Centrex Phone System Presentation/VanAusdall & Farrar   | <b>.8</b> & | 25  |
| Coliseum Parking/Removal of Meters & Poles & Permit Parking for Veterans Council & County Engineer  | • •         | 15  |
| Data Processing Review Board/Change in Meeting Date   | • •         | 17  |
| Operation Lifesaver Program/Railroad Safety   | • •         | 17  |
| County Expo Update  | • •         | 17  |
| County Attorney/Allen Kissinger   | • •         | 18  |
| County Engineer - John Stoll  | 1           | 19  |
| County Highway - Bill Morphew   | . • •       | 22  |
| Consent Agenda  | • •         | 22  |
| Old Business  | • •         | 23  |
| New Business  | . • •       | 24  |
| Scheduled Meetings  |             | 26  |
| Meeting Adjourned @ 7:52 p.m  | • •         | 26  |

## MINUTES COUNTY COMMISSION MEETING April 12, 1993

The Vanderburgh County Board of Commissioners met in session at 5:30 p.m. on Monday, April 12, 1993 in the Commissioners Hearing Room, with President Rick Borries presiding.

#### RE: INTRODUCTIONS & PLEDGE OF ALLEGIANCE

President Borries called the meeting to order, welcomed the attendees, noted there will be some changes in the printed agenda, primarily because there has been some sickness and a bit of confusion this past week. He would ask the meeting participants' patience in this regard. He then proceeded to introduce members of the County Staff (M. Abell and B. J. Farrell of the Commission office, Attorney Kissinger, Commissioner Tuley, himself, Commissioner Hunter, Deputy Auditor Cindy Mayo and Joanne Matthews, Recording Secretary). He again welcomed the group and asked them to stand for the Pledge of Allegiance.

#### RE: CASA/REQUEST FOR USE OF AUDITORIUM EQUIPMENT

Commissioner Borries apologized to Andy Davidson of Given & Spindler and CASA representatives for their being omitted from the printed agenda, since Mr. Davidson was here last week and requested to be on tonight's agenda. He then recognized Mr. Davidson.

Mr. Davidson said he is not the spokesperson, but he will introduce the spokesperson. He also apologized for CASA not getting on the agenda. Last week he gave the Commissioners a letter from CASA requesting the use of some risers for an event that they are having. There has been a change. As for risers, we're looking at six (6) thirty-two inch risers and thirteen (13) twenty-four inch risers that they are requesting the use of. There are no events currently booked at the Auditorium during the time frame that these risers will be used. If the Commissioners have questions, he'd like to introduce Debbie Talley, the Co-Chairperson of the CASA Style Show.

Ms. Talley said that is pretty much what they need. The style show is May 6th and it is the first event to raise funds for CASA. They have secured just about everything they need for the show other than the risers. In addition to the risers they are requesting twenty-two (22) tables. They've gotten the rest of the tables from a rental place. If they don't sell out totally, they may not need all the tables; but they would hope they will sell out and could use those things. She then entertained questions.

Commissioner Tuley asked, "Andy, you say they are not being used? I guess the question I run into is you've been approached ("you", being the managers over there) do you get a lot of requests for borrowing of equipment in general?"

Mr. Davidson said the only request they've had in the last year was the one whereby the Freedom Festival Foundation asked for the use of some risers which they used and some of the problems over that ended up in the newspaper. Yet, this event is indoors. The majority of the requests they get are for waivers of fees. This is the first request this year for use of the equipment like this. So they don't get a lot of them.

Mr. Tuley said if Mr. Davidson didn't have to come before the Commissioners, would it be his opinion as manager that this would not be a good practice, it is an okay practice?

Mr. Davidson responded, "As I told CASA, we, as a management company, due to some of the past history of loaning equipment out

have taken the line that we do not loan equipment out. Yet, we tell anybody that wants equipment on loan or requests waiver of fees that they can always come before the Commissioners. It is their choice. This is a little bit different; and the reason he really wanted them there was that since this is a County-funded organization of some sorts, it seemed to carry a little more weight than if it were just somebody off the street who wanted to request the use of the equipment.

In response to query from Commissioner Tuley, Mrs. Linda Owen, Director of CASA, said CASA is not totally funded by the county. It is a program of Judge Lensing and they do work only with children who are assigned to them through his Court. They are abused and neglected or sexually abused children. But the total funding is only partially county -- and then City, the United Way and some others.

Mr. Tuley said what Mr. Davidson was referring to from last year is that last year there apparently was some damage done or allegations or whatever the case was. Would it be a problem that if something happened they could be reimbursed -- or someone is willing to take full responsibility for pick-up, delivery, etc.

Ms. Talley said they're willing to work out pick-up/delivery, as well as they'd be happy to sign a damage waiver if the equipment was damaged -- that they would reimburse any damage.

Mr. Tuley said the only other question he has is a legal question. In terms of liability, if one were to give away while someone other than the County is using them, would we be liable for any injury?

Attorney Kissinger said the potential exists, but if they're willing to sign a waiver as far as damages are concerned -- he assumes they're willing to sign a waiver of liability as far as the use of them is concerned? He can't see a significant amount of problems -- but it could happen and that is our concern.

Commissioner Hunter said if someone simply fell off the risers and broke an arm and a leg, are we going to be liable?

Ms. Talley said she thinks the County Attorney would have to answer that question. Would the County be liable or would Tri-State Aero be liable? She doesn't know the answer to that.

Attorney Kissinger said that in order to avoid the question as far as the County is concerned, we'd just ask her to sign a waiver and then they can fight over who is liable.

Ms. Talley said, "Okay."

Commissioner Borries said he served with Ms. Talley for numerous events when he was on the Philharmonic Board and knows her reputation as a community leader and certainly a fund raiser. It is a real difficult question, because what is going to happen is — and Andy is right — as a public body, we are easy. We're up here and some say we're paid to take the heat. But we want to work with groups that are worthwhile and this one, indeed, is; but so are Toys for Tots, the Easter Seal Society and on and on and on. The Board is going to have to develop some kind of policy in relation to usage of the equipment. Obviously, if it is on a date in which auditorium use is involved, that has to come first. He clearly understands the relationship when we are working with the City of Evansville and we have to move something to the Newsome Center or we're working with the Coliseum, which is County property, and we move that way. We just haven't dealt sometimes with the sense of moving public property onto a private facility. Again, this is not in any way to downgrade CASA's request — because he thinks it is very worthwhile. But the Board really does need to draft some guidelines on how to do this.

Commissioner Hunter said County funding is going into this organization and if they're willing to sign a waiver absolving us of any liability, he is prepared to make a motion -- a hold harmless agreement.

Commissioner Tuley said, "Two stipulations; the one to hold harmless and that we direct the Advisory Board or someone to draft us a policy to address these kinds of issues."

President Borries said there's always the chance something might happen and the County has deep pockets. He shares the concerns. We're trying very hard to control legal costs, which are really costing taxpayers a lot of money. Again, it may seem like a very small item, but it is very sensitive with the Board -- at least personally -- and he is trying to control legal costs in any way. Again, if CASA could help by assuming what, again, probably would be no potential liability -- but he wants to make sure there is none from the County standpoint if we do this.

Ms. Talley said that is not a problem.

Commissioner asked if there are any logistics of having someone there to see the equipment go out and make sure nothing is wrong with it when it goes out and someone to be there when it comes back?

Mr. Davidson said that is no problem. They have a sign out sheet form and they sign the shape the equipment is in when it goes out, along with the inventory number, etc., so everything will be logged in and out. They will pick the equipment up during normal business hours and return it during normal business hours.

Motion was made by Commissioner Hunter to approve the request with the stipulation that CASA sign a hold harmless agreement and assume the liability and that the Auditorium Advisory Board establish a policy. Seconded by Commissioner Tuley. So ordered.

President Borries said he knows a couple of presentations here today are going to be longer than others. Again, with the approval of the other two Commissioners, there are also some members of the Pigeon Creek Greenway Advisory Committee who have other engagements and he'd like to briefly proceed with Item B and then ask that the Pigeon Creek Greenway item be considered, as well as Betty Knight Smith (County Clerk), and then the Centrex people -- because he believes the Centrex presentation will be quite detailed and we need time for them to make the presentation and allow questions from the Commissioners.

## RE: <u>AUTHORIZATION TO OPEN PROPOSALS/AUTOMATED DOCUMENT</u> RECORDING & INDEXING APPLICATION FOR COUNTY RECORDER

Ms. Susan Jeffries of the Purchasing Department said she is requesting the proposals be opened, as scheduled, and taken under advisement and they will come back with a recommendation next week.

Motion to authorize the County Attorney to open the proposals was made by Commissioner Tuley, with a second from Commissioner Hunter. So ordered.

#### RE: PIGEON CREEK GREENWAY PASSAGE ADVISORY COMMITTEE

Commissioner Borries said he is pleased to recognize Rebecca Embry, with whom he had discussions, along with City Councilman Gail Reicken, regarding the continuation of the Pigeon Creek Greenway Passage Advisory Committee. He had felt that perhaps this Committee needed to have some specific focus and a name, as well as some by-laws, and perhaps at that point begin to direct some energy that had started previously toward looking at a more formalized approach where minutes can be taken in easy fashion. Perhaps space

could be set aside periodically in this building when they're going to meet. These conversations have proceeded to the point now where he'd like to have Rebecca Embry, whom he'd asked to serve as the lead person on this committee, to present some Articles of Incorporation, some By-Laws of the Greenway Passage Advisory Committee to set out what it is designed to do and, certainly to enlist the support of this Board as well as the City of Evansville on that effort. He then welcomed Ms. Embry and asked her to offer comments.

Ms. Embry said her comments will be very brief. Basically, they worked for almost a year without any by-laws. There wasn't any formal structuring with the Pigeon Creek Committee. What she is requesting that the Commissioners do tonight is to formalize it. They're still working through the Commissioners' office, but they now have a joint effort with the Mayor's office and the City Council. By formalizing this, it might be a little easier for them to work as a support group for the Parks & Recreation Department on this particular project.

Mr. Borries entertained questions of Ms. Embry.

Commissioner Tuley said he is glad to see this become a little more formalized and have regular scheduled meetings and appointments and what have you, as opposed to what has been going on.

Ms. Embry said, "I think in the beginning the right hand didn't know what the left hand was doing and, obviously, everyone here is aware that we have received some of our funding through our matching grants and we are getting ready to start construction on the canoe ramp in mid-June and the demonstration area in early fall. We have our consultants hired and we do have the money to pay for those things." She appreciates what the Commissioners have done by bringing this to focus for the community.

Mr. Hunter said he would underscore what Commissioner Tuley has said. He thinks we've reached the point -- he thought what happened last year was probably good -- that it was done in an informal session and that way we got several groups and entities within this community that had an interest, attended meetings, and expressed interest. He knows there are several groups out there who are willing to give us perhaps even Federal funds on this -- so this is Stage II.

Ms. Embry said there are monies out there, but we're going to have to lobby and work very hard to pursue those.

Mr. Borries said the list of appointees sent out under his name — we're going to encourage a lot of citizen participation in this and there is certainly a lot of room for energy and commitment on doing this project. He'd also ask Don Hunter to help him — particularly at Bosse High School — as we begin to select five (5) active high school students....

Ms. Embry said she wanted to ask Rick and Don today, because Rick has agreed. In talking with Don on the phone today, he said he would be glad to help Rick with this. But she thinks it imperative that every high school is involved and she thinks it excellent that Rick came up with the idea of having students on the committee. She'd like to have government students, environmentalists, perhaps some who are athletic and like to bike — because that way we get a real broad view of what people want. While the Commissioners may be aware, perhaps some people in the audience don't know that we intend to connect this bike path eventually to every park that we can — if we can get the Federal dollars. We also would like to connect the schools. This is a tremendous educational tool and she thinks it will be very vital for this community insofar as bringing the students in.

Commissioner Hunter said we worked last year to keep this Committee bi-partisan. In looking over the list of appointees, it very definitely is bi-partisan.

Ms. Embry said it truly is and she can't thank Commissioner Borries enough for his help -- because she thinks he caught a little flack that maybe he had no interest. But she thinks the problem was he didn't have any knowledge of what he didn't have any interest in. He wasn't involved in it at the birth stages. She also wants to thank Gail Riecken, the Mayor, Don, Greg Server, Dennis Avery, etc. -- she thinks we're going to prove that in this community we can do something bi-partisan -- yes, we can.

Mr. Hunter said that he and Gail Riecken did a joint press conference on this one day and there were a lot of eyebrows raised in both camps.

Ms. Embry said that is what makes a project work and that is what makes the community better.

Commissioner Borries said he wants to thank Ms. Embry for her steadfast leadership and many of these people have demonstrated their commitment. Certainly among his concerns has been some formalization and that has now been addressed. We're not talking money yet -- be he's sure we'll get to that point.

Ms. Embry asked everyone in the audience affiliated with the Greenway Passage Advisory Committee to stand. (Dave Ellison, Mike Biggerstaff, Christine Terry, Steve McCallister, Judy Burns, Shirley James, Jim Daniels, and Ruby McGlown).

Commissioner Borries thanked the group for their willingness to participate in this project and said the Commission stands ready to lend assistance. He then entertained a motion to approve the By-Laws and list of appointees.

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

#### RE: COUNTY CLERK/REQUEST RE MICROFILMING & FILING OF RECORDS

Betty Knight Smith, County Clerk, expressed appreciation to the Board for allowing her to come before them with a problem that has been a problem for probably twenty years. She thinks it was Jerry Riney who got shelves in the basement, and worked very hard. She had four part time people who worked down there for over four months to get it in order -- which it hadn't been cleaned for twenty years. Right now, she's out of space. She asked the Council to come down and look at the problem that she has. The files are to the ceiling with the new shelves installed by Jerry Riney. But her girls have to go down, climb a ladder, pull this huge box out and if the Judge wants a file that is at the top -- somebody is going to get hurt. Basically, David goes down most of the time, but sometimes if he is not available and the Judge wants a file, the girls have to go down. Those files are very heavy. She has a lady here -- Bonnie Smith. She is no relation to her; she never saw her before she walked in the door -- so she doesn't want anybody to think they are related because of the two Smiths. She worked with the archives in Knox County, Tennessee. She put their records in order and put them all on microfilm. She has a resume from her and she talked to Rick about this the other day -- that it was very interesting. It took her two years to put their records in order and they have around 120,000 population. First of all, we're going to have to have microfilm equipment. She has a proposal from October 1992, which she is submitting at this time. But we are going to have to do something. The records we had stored at Willard Library -- they're out of space over there. They've rented a 5,000 sq. ft. space over in Garvin Park Industrial

Mall — Betty Jarboe helped with that and moving of records over there. She got eight men from Work Release and today and tomorrow they are going to move those records over there. You still have to go over every once in a while if the Judge wants an old record. Some of the records have to be kept from now on — the divorces, the marriages, the probates, whatever, criminal cases. Some have to be kept 50 years, some 20 years, etc., so we can't just get rid of them. She had a proposal in front of the Council a couple of years ago and the machine would have cost \$68,000 and that would have been putting it on a disk. But the Archives in Indianapolis didn't know whether it would last 50 years or not. She doesn't know whether it will last 50 years either, because she won't be here fifty years from now. Bonnie's husband got transferred here from Knox County, so that's what she's doing up here. Maybe if we can work out a solution, Ms. Smith said she has some incentive money — we can buy a machine or hire the girl — whatever. It might be a good idea that if she hired her and the Commission bought the machine — maybe if we could get this done she could do some of the other offices. But something has to be done, as she doesn't have any space.

Commissioner Borries asked if Mrs. Smith is having a meeting of the County Records Committee.

Ms. Smith said when you have that, you have to put down what you hope you can destroy. You then have the meeting and it goes to the Archives in Indianapolis and they then tell us whether we can or can't destroy them. But there are a lot of records that could be stored somewhere else if we had them on microfilm. When we go through Willard Library, the County has to pay Willard for storage — so she thinks if we could get it on microfilm, she has a safe in the old Misdemeanor Division where a lot of the microfilm could be stored.

Commissioner Borries said he knows the Board has given approval for Mark Abell to purchase more shelving. But it gets back to that age old problem his father told him about — space has a way of filling up and we're there. None of her records in the basement can be destroyed? He then asked County Recorder Betty Hermann if she is going to be doing microfilming.

Ms. Hermann said they microfilm every day. They are using a very old machine and next year will be asking for a new machine.

Mr. Borries asked if there'd be any way to share services on that type of machine?

Ms. Hermann said she doesn't think so -- they've been told the old machine they have now will have to be replaced.

Mr. Abell asked Ms. Smith if there is any new technology out there that goes beyond microfilming or that is better?

Ms. Smith said there is a disk. The machine they looked at a couple of years ago -- and all the Judges were very impressed with it. They went to Council and told them about the machine and it was \$68,000 at that time. But the Archives in Indianapolis would not let us buy it because they don't have proof that it will last fifty years. She doesn't know whether it is approved now or not. They just kind of dropped it, because at that time they couldn't get approval on the equipment or the money to buy it.

Commissioner Borries asked if Ms. Smith can get a clear description from the State as to what would be allowed in terms of that kind of equipment so we have a very clear understanding on what they will and will not allow.

Ms. Smith said she had checked with the Archives before and basically she knows what kind of machine they needed there. And we could write to Indianapolis or call Indianapolis to see if we can get something.

Mr. Borries said, "Just so we have in writing exactly what we would know. Again, as you look at some of your funds, it might help -- because I'm sure the County Council will ask some questions. If we're looking at similar kinds of equipment as to what Betty was doing, we might be better off to work out a bid in which we're going to buy two pieces of equipment at lower cost than if we just buy one.

Ms. Smith said they have to have one big enough to lay the big books down. (County Recorder Hermann said that is what she needs.) Ms. Smith continued, saying they have a small machine in the Child Support Division -- but that's just a little bitty thing.

Mr. Tuley asked if we can somehow get this thing coordinated. He believes the Treasurer's office has money in their budget for 1993 to start microfilming some of their records. Betty's doing it now, the Treasurer's office is getting ready to do it. Maybe we can get everybody together and pull back money that hasn't been spent if contracts haven't been let -- and put this all together collectively -- if contracts haven't been let. -- and do it all at once.

Ms. Smith said she had a proposal to come in and do her records at a cost of \$500,000. But just last year, the Court had 38,000 new cases. The shelving isn't going to help her much unless we get something to do with this.

Mr. Tuley said, "Right. In looking over Bonnie Smith's resume, do you see this as a permanent position once this is done? Like every year?

Ms. Smith said it would have to be an ongoing thing to keep the records up to date.

Mr. Tuley said that in the long run it doesn't make sense to let it go ten years.

Ms. Smith said she could hire the girl, but if she was going to do for the Auditor's office or whatever, then she could do whatever had to be done within the County. Ms. Smith said she thinks basically this is her proposal — the biggest item besides the annual salary would be the cost of equipment. She has some money in the incentive fund and, as she told Rick, if it will solve the problem before somebody gets hurt on the ladder, etc., Mark knows what she is talking about — and she asked Council Attorney Joe Harrison to go down and look at it. She invited all the Council members — and nobody will come — nobody. And it's not a job for a woman to get up on a ladder and pull those boxes out. Those boxes weigh 75 lb. to 100 lbs. So we've got to do something.

Mr. Tuley asked if Ms. Smith would be the Coordinator (for lack of a better term right ow) to pull these offices in and see who has money and who is doing this right now?

Mr. Borries said he thinks that is a good idea. Maybe the Commission office could send out a memo or questionnaire -- we ought to have some coordinated effort.

Ms. Smith said that first of all they'd have to have a machine in the basement to clear that up to get some space. What used to be Misdemeanor is now their Library and they have twenty (20) abstractors a day in there going through those files. But first on the list would be to clean up the basement and the machine needs to

be down there to start with.

In response to query from Ms. Smith, Deputy Auditor Cindy Mayo said they've already put a lot of their old records on Microfish.

Ms. Farrell said she had a conversation with the County Treasurer not too long ago. She needed a copy of a certain check to verify that we had indeed paid something. She couldn't get that check because Ms. Bland had apparently sent the checks somewhere to have them Microfished.

Ms. Smith said she thinks a lot of them have contracted out and her offer was \$500,000. They came in and looked at her records and that was their proposal. A machine with somebody to do it would be a lot cheaper. She believes Ms. Bonnie Smith would be an ideal person to do the job -- but if we're going to get her we need to move on it as soon as possible. If the Commissioners will get the machine, she will hire Ms. Smith. She'd be on a contract basis.

Commissioner Borries said we need a quick needs assessment to get a handle on what the microfilming activities are in the County at this point. If we're going to have to have a request to go to County Council we will need to prepare that quickly.

The County Clerk thanked the Commissioners for listening to her. If the Commissioners will go down to the basement, it will shock them.

President Borries thanked Ms. Smith for bringing this to their attention.

#### RE: PROPOSED CENTREX SYSTEM

The meeting continued with Commissioner Borries stating that in January he had asked Mark Abell to initiate a study or at least initiate conversation regarding hopefully a substantial savings that could be made to Vanderburgh County regarding our phone service. Everything changes; technology has rapidly changed as we're all keenly aware. But after nine years, also based on some information he was able to gain from the Evansville-Vanderburgh School Corporation, he felt it important that we perhaps re-examine and look at our whole phone usage. It is an enormous cost and he thought perhaps we should try to find a different solution. In order to do that in our situation it is a little bit different -- because we have just one large building which we share. It is owned by the Building Authority, administered by the Building Authority; they make up a very small total phone usage. The County of Vanderburgh and the City of Evansville share the rest of the space. The Evansville-Vanderburgh School Corporation now owns their own building, so they are not part of that configuration. However, any solution we're going to be discussing today and the figures the Indiana Bell officials will be talking about will probably be predicated on the City-County joint solution. We hope that will be enacted. We gave a brief presentation to the Vanderburgh County Council since Mark Abell had asked them to attend a meeting with City officials and the Building Authority last Wednesday (April 7th) and he then asked Mark to ask them if they could be here tonight to give a presentation to this Board so we could begin to take this matter into consideration. It is complicated and something that doesn't happen over night. If we don't begin to make some deliberations and considerations at this point, we might easily find ourselves with another year gone -- another budget season gone -- and no decision made. He then recognized Kelly Culliver of VanAusdall & Farrar. He then

Ms. Culliver said they are an authorized agent for Indiana Bell Centrex Service. Mr. Norm Davenport (with Indiana Bell Telephone) is also with her tonight. What they have done over the last three months is trying to involve this whole process of looking at the

telephone system. It is on a City-County and Building Authority level. They are looking at all three entities, as well as all the off-premise locations, City and County. What she has done since the last time Mr. Borries saw this is to break it apart to actually show what impact this would have on the County. To give the Board a little background of what Centrex is, currently here in the Civic Center Complex you have the Rolm System PBX. That means that we have all of our switching (the brains of our telephone system) here in this building in the basement. Centrex is a little different, because all of the brains of the telephone system is now over at Indiana Bell Telephone in the central office. Several points that make that a little better set up is that we have all the disaster recovery and contingency planning that Indiana Bell has gone through to secure their system. We benefit from that as well. We're not required here to take any of those measures or incur any of those costs. A lot of times with the PBX we may have software upgrades that may be costly. We may not need all of those features, but we may need one of them and we still have to go through the whole process of a software upgrade. With Indiana Bell, they upgrade their Central Office twice a year. We then have the option -- line by line -- to take advantage of any of those upgrades or to not take advantage of them. So that's a little background of how Centrex is different from what we have right now.

Ms. Culliver then directed the Commissioners' attention to the front page of the handout listing the off-premise County offices they have located to date. As can be seen, there is a dramatic difference in what we are currently paying versus what we would be paying under the Centrex service. The equipment side of this would just be for this building. Centrex is compatible with the equipment at the outlying locations, so it wouldn't require any equipment change for those off-premise locations. They can keep the small key systems that they have or the single line phones. All we're talking about at those places is replacing their dial tone. Again, these are locations they've found to date; they may have missed some and that is part of the reason for needing to continue on with the project. As can be seen, any other locations they would find, they would just impact on our bottom line savings.

On the next page, some of the important points of selecting a Centrex system; new equipment here in the City-County offices. Everybody would have new sets. The way they have designed this is one for one. What they currently have now, they would have it Centrex unless we would choose to upgrade anyone's telephone system or that area. If they have a single line phone now, they would have a single line phone with Centrex. If they have a key hone (the larger sets -- the 240 sets) they would have a key phone with the Centrex service. So that is how they based their comparison.

Commissioner Tuley asked if the County currently owns the phones on the desks?

Ms. Culliver responded affirmatively.

Mr. Tuley asked what we do with this equipment?

Ms. Culliver said the County does have quite a bit of value in the system that is currently here. How that would be broken out between City and County, she is not very clear on this. The way it is broken out right now is on percentages. County is 61%, the City is 39% and the Building Authority is 1%. Her own personal opinion is that she would sell that switch and try to recoup some of the cost out of it. If the County would select this route, this is something she would do for us by providing us with three (3) quotes and then from that point the County would select who we would feel comfortable going with. But her recommendation would be to definitely sell it. One thing right now that seems to be a bit of a problem is that we all are obligated to one servicing vendor. Under Centrex we would have our choice of vendors — meaning right

now that there is only one vendor in Evansville who can service this equipment. We're held to their labor rates, their maintenance rates -- and there is no other option, with the exception of Indianapolis being our only other option for service. With the Centrex, if ever we would want to go out and quote our maintenance, our labor -- we can stay competitive in those areas, whereas right now it is difficult to do that. But Centrex allows us to have our choice of vendors. If we're ever dissatisfied with one vendor, we have the option of moving on to another. Any choice of vendors in Evansville could service this equipment adequately.

Ms. Culliver said she hit on the disaster recovery, the networking of the off-premise locations -- we would be able to call all our off-premise locations, as well as the City's locations by four (4) a digit dialing plan. If she is anywhere she can dial anywhere within the City-County-Building Authority offices under a four (4) digit dialing plan.

With regard to rate stabilization, a portion of our rates are locked in for ten years, so we know every year what our Indiana Bell costs are going to be for our budget planning.

With regard to cost control, there, again, we know what it is going to be every month and we're more competitive with our rates and it allows us to have more control over what is going out.

One thing that has been brought up is incorporating the School Corporation back in under this system. Originally they were in under the Rolm system and in December they pulled the Administration Building off the Rolm system and have gone with their own Centrex system. But rolling them in under this system, if we choose to do so, there is quite a sizable cost advantage to the School Corporation to come back in under our system. We would also have four (4) digit dialing with any of the schools, as well as the Administration Building. But that is something the Commissioners can decide if we want to take on.

We get to the substantial cost reductions on the next page. These are the costs that apply only to the County on this page. Currently, here in the Civic Center Complex our portion of the bill is \$6,037.82 and she has a description on the next page that shows what makes up those charges and we pay 61% of those charges. off-premise locations (regular business line service provided by Indiana Bell, as well as current locations that we do have under Centrex right now) is a total of \$5,513.94. If you look under the three columns at the bottom, the first column (monthly only column) for the contracted portion of our Indiana Bell charges, it would be \$4,639.25. Then we go down to network charges. These would be our Interstate and Intrastate account charges, our long distance access, for \$2,220.16 for a total of \$7,059.41. Our current existing monthly is listed -- for a monthly savings of \$2,454.53. Now, that is if we just keep our billing the way it is from Indiana Bell and convert to the Centrex system. But Indiana Bells offers what they call a prepay option, which is a discount by prepaying our contract with them through a leasing arrangement. And we can see under the second column - the monthly with the prepay -- that's with the Indiana Bell discount that they provide for prepaying that contract -- and we can see how it drops substantially for a monthly savings of \$3,395.47. What that second column includes is not only prepaying our Indiana Bell contractual portion, but it also includes all of our Indiana Bell installation charges. What it does not include is our vendor installation charges (for installing our telephone sets here in the building and the actual telephone sets). In the third column they have rolled in everything -- our Indiana Bell installation, the prepayment of our contract, our telephone sets, and our vendor installation. That means we can move into the Centrex system beginning Month #1 and the County could save \$2,598.72. Now, that is figured through a leasing arrangement through Ameritech at 7%. She knows this part is kind of tricky. Do the Commissioners have questions?

Mr. Hunter said Ms. Culliver is saying that obviously the equipment in the building is going to disappear with her system, so everything from the edge of the building to her building would be included in that price.

Ms. Culliver said, "Yes, from the"D" mark, which is where Indiana Bell comes into the left side of the jack. That's right. We'd still have to pay for our sets and for our installation to have the vendor come in and install it."

Mr. Hunter asked, "And the third column is if you all did the sets and you all provided the vendors?"

Ms. Culliver said, "Yes, if you throw everything in altogether -into one package. On the next page I've done a cost analysis of
both the City and County offices, following the same format. The
only difference in this one is that I did include maintenance,
which would begin the second year. You all are carrying
maintenance right now. Because your equipment would be under
warranty for the first year, you wouldn't need maintenance."

Commissioner Borries asked Mr. Abell how much we're paying for maintenance right now?

Mr. Abell replied that the City-County combined maintenance figure on the phone system in this building is \$38,000 per year. So it's roughly \$3.60 per phone. He believes what they're saying is that if we get rid of that sole vendor approach -- where we have to pay whatever they want to charge us -- he thinks we're looking at paying 75 cents projected with them -- plus the first year is under warranty and we don't need that. Secondly, he doesn't know if we need a maintenance contract ever.

Ms. Culliver said, "You have to remember that all you're maintaining in this building -- and that's a very valid point -- because....

Mr. Borries interrupted, "Why is that? Explain what you're saying here."

Ms. Culliver said, "All you would be maintaining in this building to carry a maintenance agreement at 75 cents per station — all you're maintaining is that telephone set. So you could go out — the good thing, if you think of Centrex like your home phone — you know, where you can go out and buy any phone and you can plug it in — it would work the same way here. You could buy a \$20.00 phone and plug it in and it would work on the single line stations. Now, you do have a group of key phones that would require, you know, the key set to work in those jacks. And those may be ones you'd want to carry under maintenance. And you can certainly select on a phone-by-phone basis. But remember, on that maintenance agreement what you're paying for right now — the majority of what you're paying for is down in that basement — your switching equipment.

Mr. Hunter said he is trying to figure out why VanAusdall didn't bid on this a couple of years ago when we bought the system we have downstairs.

Mr. Borries said that was nine years ago.

Mr. Abell said we do the maintenance contract yearly. But only KLF can do that, because we're locked into this Rolm switch.

Ms. Culliver said she thinks we tried a vendor out of Indianapolis -- is that correct -- just to see what the competitive rate was?

Mr. Abell said they promised us they could get down here within two

days of a problem. We said thanks!

Mr. Hunter said that travel time is about right -- until we get I-69.

Commissioner Borries said going back, he thinks technology had changed and we were also, as he recalls, deregulation hit and we had to kind of go with the best deals at that point we felt we could go with -- just as Centrex has probably made some dramatic changes, too, insofar as their service, expandability and technology. He guesses if you read this week's **Time** Magazine, it is going to be even more exciting in terms of some of the services that can be delivered through Fiberoptics.

Ms. Culliver said that is correct -- and those are some of the things we'd be right there taking advantage of -- because we would be under the Centrex system; we would have the option extended to us to take advantage of some of those features that came down the road or not to take advantage of them. It is totally our decision. But one good thing is that we don't have to pay for that upgrade to have that capability -- and we can do it on a line-by-line basis.

Mr. Hunter said Ms. Culliver mentioned that the rates are locked in for a ten year period. At the end of ten years he will be long gone. But how would they figure the new rates?

Ms. Culliver said, "Actually, within the first five years of your agreement you will be given the rates for renewal. You have the option to renew. Even as soon as a year into our agreement you can renew for another ten years, which takes you to that eleventh year. You're always given the option to renew. Over the years the rates haven't changed that much and I would feel very safe in saying they probably won't."

Mr. Hunter asked, "So every year you have the option to extend?"

Ms. Culliver responded, "If you wanted to do that. Or, if you wanted to wait five years and then at that point, renew -- then it would take you out another five years."

Mr. Hunter asked if these rates are regulated by any Federal or State agencies?

Ms. Culliver responded affirmatively.

Mr. Hunter said he guesses his fear is that we're getting a nice low figure and in ten years somebody is suddenly going to say, 'Gee, guys, there's a little problem here and we have to quadruple your rates'.

Ms. Culliver said that is not the case. She then asked Mr. Davenport if he wants to comment on the rates.

Mr. Norm Davenport of Indiana Bell said, "Basically what we have done is we have gone through our integrated information network people and priced a special rate for you in the sense that we compete directly with the PBX vendors and things of that nature. We have an ACS Tariff (that is our Centrex Tariff today) -- which you have Centrex in many locations and you're at basically \$13.00 per station. There are other charges -- but basically what we have done is gone out and actually done a cost analysis on the existing facilities -- this complex, the Sheriff -- every location on this list (somethig like 76 locations), figured our cost, and did it on a cost plus basis. We're coming back with a station rate of \$9.00 per station at every location. Even with the Centrex locations that you have like the Mets, the Sheriff's Department and various locations like that -- you're coming back at considerably less. Now, the School Corporation, they're like at \$10.50; they would save \$2.50 per station (and they have approximately 100 or so) plus

their outlying schools (probaby 200 stations at the different schools) -- they're paying something like \$13.00 per station. That would drop down to about \$9.00 per station. So there would be a \$4.00 savings per 200 -- approximately \$1,100 or \$1,200 for the schools. The one great advantage of the timing of this -- we talked about 1984 when you got into this system, divestiture hit us and we had mixed players out there. We had AT&T, and of course KLF and all the other vendors were coming in to Indiana Bell. Depending on what sales group, Indiana Bell had an allegiance to AT&T at that time. So that was a bad timing for all of us. Today -- at this time -- we're planning a switchover of our Central Office. We're updationg it December 4th to a new Northern DMS 100 switch. So you can see the technology we're committing to in that office and the features and from Day #1 we're going to have some new features for you with that new DMS 100 system and we'll continue to grow with that system over time."

Mr. Borries said there would be some more expense, but the kinds of features he's talking about are things like Voice Mail -- we've got capabilities here that we haven't even scratched the surface on in terms of some options there. Would either Kelly or Norm like to explain the IIN system integrated versus the PBX -- because there is a difference between what their proposal is versus what that is. He's asked Attorney Kissinger to talk with the School Board attorney to get ideas here so we're not reinventing the wheel should we decide to go in this direction.

Mr. Davenport said he is sure the Board is concerned about a bid process that they would have to worry about as far as the vendors are concerned. Of course, the pricing structure — if the County will look at what they have today, KLF has their own PBX and it is existing. There is not any less cost you can have than an existing system. If you went out to bid, there is no way they could come back with a brand new switch and try to beat what we have here—and this is including new sets for this entire complex, also. And the cost is considerably less. Now, you're getting that from one service vendor — Indiana Bell Telephone. Of course, VNF or whomever you choose can service the sets. We're not really concerned with that — that's your choice on the maintenance of these sets. But, you're buying from Indiana Bell. As of today you are trunking into the PBX's from Indiana Bell Telephone. We provide your service for in and out dialing. The other neat thing about the Centrex is non-blocking. Every phone you pick up and call into will work, whereas today with your PBX you have thirty-nine (39) incoming trunks. On the 40th call inward, you're going to get a busy signal. If you're on the way out, you have 37 outbound trunks. On the 38th call outward you're going to get a busy signal. So if you look at some of the scheme of things, we've taken that switch, if you will, upgraded it and given us non-blocking and saved us some money.

Attorney Kissinger asked, "So we're actually purchasing Centrex, we're not talking about the equipment or the service?"

Mr. Davenport said, "Yes, it's the Centrex. Basically we call it integrated information network, but basically it is digital Centrex is what it comes down to as far as your voice communication. Most of you are probably familiar with Centrex and the usage. Many businesses out there today have it. There are a couple of customers today in Evansville. SIGECO has the IINTE and George Koch. We have three customers in Evansville and the list goes on and on if we go through the State -- I.U. to Notre Dame just cut recently, the City of Indianapolis; Monroe County -- there is list upon list -- Inland Steel. And, of course, being able to tie your outlying locations into one dialing pattern also enhances the system. And a lot of the cost that you have in your system is that of the Burdettes, the garages, the Levee Authorities and things of that nature away from this complex."

Mr. Hunter noted that Mr. Davenport alluded a couple of times to disaster recovery contingent to planning, assuming we did have a disaster earthquake and this building was knocked out (which he thinks is probably very conceivable) then would we be able to set up a command post in the Indiana Bell building? Is their building more earthquake proof than this one?

Mr. Davenport said he doesn't know about that. The sub-soils, in effect is all ....

Mr. Hunter interrupted, "Have you made an attempt to reinforce or whatever?

Mr. Davenport said the building was built the best they could as far as padding and everything for the float on the building. Also, their superstructure -- they've gone through just last year with all the scare they had -- of resupporting all their battery racks and generators and things of that nature and put in back-up systems for that purpose. They've done things to the ceiling grids to support them, so that if something happens that those grids and everything just don't come down on top of you. Again, the building itself, if it can be -- now, if something happens here and you're out of service, the other complexes that we have around the City can be served. They can, in short order, get us service to some of those locations, but we're not going to duplicate 700 lines that we have in this complex the same day. Some of that can be duplicated. They're doing some things at the 911 location and the Sheriff's Department. They're putting fiber ring into those locations for disaster recovery so no matter what happens, if one piece of it is cut it will reverse itself automatically.

Mr. Hunter said, "Then Emergency Planning then could go out to 911 or Central Dispatch? Okay. At this point we can't do that."

Mr. Davenport said, "No, and there is no cost at all insofar as that fiber ring; it's some of our contingency planning for Indiana Bell. When we were going to the different central offices along the way we picked up 911 and the Sheriff's Department."

Mr. Borries said he thinks the last thing Kelly had in the packet was a time frame which, as can be seen, cannot happen over night. He guesses his concern is -- and perhaps if there are no further questions -- maybe the Board can defer to the County Attorney, who could review what we would need to do in order to maintain some kind of general parameters here. But it is Ms. Culliver's understanding that what we currently would be budgeted for at this point -- of course, we're not converting this year.

Ms. Culliver said it wouldn't actually start until January, 1994.

Attorney Kissinger asked if Ms. Culliver dealt with the people in the School Corporation.

Ms. Culliver stated that she did.

Attorney Kissinger said that perhaps some time he and Ms. Culliver can discuss this.

Ms. Culliver said, "Sure."

Commissioner Hunter asked if there'd be an adequate training program? They were supposed to have had a meeting at his school (Bosse) and it was cancelled and never rescheduled. He is not really sure that some of the features on the system they have are being utilized in a lot of the buildings. He has some concern about that.

Ms. Culliver said, "In reference to the schools, if they require additional training, they sent surveys out asking each school how

they felt the training was. At that point they listed any problems or additional training they would like to have. So, certainly, if that is an issue at his school they'd be happy to come out and instruct anyone who was missed during the initial training. In answer to the second part, Indiana Bell has developed a training program called a Communications Counselor. What they do is involve one person from each department in an extensive training class—as much as can be allowed with their normal duties. But they train them extensively prior to the conversion. Everyone in the building has the option to attend a regular training class, but this training class educates them a little bit more about the system—so on conversion day if there are any questions within their department, the person can first go to their Communications Counselor and ask them. If they're still not satisfied with the answer they get, there will be help desks set up here in the building and, hopefully, over in the Courts Building. Then they can go to those people at the help desk and talk to them. Certainly, one of the things they do after the cut—maybe a week or two after the cut—they do send out surveys to each person in the building and ask them to respond by a certain date. One of the issues on there is training. Are they satisfied? Is there still a need? And then we come in and try to hit those areas so that these kinds of problems don't sit there and not get taken care of."

Mr. Hunter said their survey in the school didn't make the full circle.

Mr. Borries said to begin this process, the Board needs to authorize Attorney Kissinger to do some research. Also, he'd like to have at least some kind of action from the Commission this evening to at least proceed -- if they're willing to - as he said this is not going to be an instant process. But there are some savings realized. The Building Authority will coordinate and be involved in this. He is assuming and hopes Mark Abell can communicate with the City to make sure we're moving on line here -- because it is going to be very difficult to enact anything unless we would do this jointly. That is always the way we've proceeded. He can, indeed, see mass confusion in this place if we have one group using one system and another group using another system. It would be worse than the Serbs and the Bosnians.

 ${\tt Mr.}$  Abell said he is working with  ${\tt Mike}$   ${\tt McCamish}$  on that, as well as Steven Utley.

Motion made by Commissioner Hunter that the Board ask Legal Counsel to pursue whatever needs to be done with this. Secondly, he would move that we begin to move ahead in whatever fashion is necessary to make contact with the City and coordinate the system and whatever else needs to be done in order to try to look into this time frame, etc.

Seconded by Commissioner Tuley. So ordered.

#### RE: COLISEUM PARKING LOT

The meeting continued with President Borries reading the following letter from L. O. Montgomery,, Commander, Veterans Council of Vanderbugh County, Inc.

#### Dear Commissioners:

This is to inform you that, should the County Commissioners choose to put the parking lot at the rear of the Coliseum into the charge of the Veterans Council, the Council will continue as it has been, to be responsible for the day-to-day maintenance of the lot, including pickup of debris on a regular basis and snow removal during the winter months.

The Veterans Council requests the parking spaces abutting

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the rear of the building, numbering ten in all, be reserved for permit parking for our staff.

Should the need arise to close off the parking lot for a show venue at the Coliseum, the Veterans Council will notify the Commissioners at least two (2) weeks in advance, so that the public can be advised in due time.

Thank you in advance for your consideration in this matter.

Mr. Borries said he also has a letter from Marsha Abell, City Clerk, as follows:

Dear Rick,

This will acknowledge receipt of your letter of March 31, 1993, in reference to the above. I currently have one parking officer off on vacation and scheduled to return to work on April 12, 1993. As soon as we are back to full force, Bob Toon will be available to begin removing the parking meters with bags to allow for free parking as per your instructions. I assume that you want only the meters removed and not the poles, as they would leave a hole in the pavement. If this is not the case, please advise and I will so instruct Mr. Toon.

Commissioner Borries said he thinks the Board needs to take action on this; in his opinion, we're going to have some interesting situations over there if we leave those poles. We've already had some interesting situations where a few of them are kind of leaning. We are going to have some holes in the pavement which will involve some costs here; he may have to defer to the County Highway. He then asked the other Commissioners what their feelings are.

Mr. Hunter said the kids will tear them out if given sufficient time, but we might have a liability problem there -- some party goer being impaled.

Mr. Tuley asked if we remove the poles is there some way to fill the holes in and make them look not like a bombing range.

Mr. Stoll said they can be patched. Bill (Morphew) couldn't do it since it is not on County right-of-way -- so his crews couldn't do it. Is that something we would have to contract out?

Mr. Borries said it is County property -- the County owns it.

Mr. Stoll said he thought it had to be a specific road right-of-way. Incidentally, some of those poles would be a good place to hang some signs for County Engineer's parking.

Following brief comments, it was the consensus of the Board that Ms. Abell be advised that the poles be removed and that she get with Mr. Stoll so they don't remove poles to be utilized in his designated parking area.

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

Mr. Borries said we also need to get with the Veterans Council, since we have an agreement with them. He then addressed Attorney Kissinger and the other Commissioners, asking what should be done. Attorney Kissinger said he will review their lease.

Mr. Tuley said he thinks this all came about as a clarification as a result of some calls received about the use of that lot. But he thought the Veterans Council agreed to maintain the lot. The other part of it is the request for the ten spaces. As opposed to John

having a few poles sticking up in the middle of that lot -- why not remove all the poles; reserve spaces and have it coordinated through Mark Abell, just like ours is out here. They can be assigned numbers and hang one sign that says permit parking -- nd then ticket those who do not have the permit. We don't have any poles sticking up in our parking lot.

Motion was made by Commissioner Tuley to reserve the ten (10) spaces for Veteran's Council and six (6) spaces for the County Engineer and those individuals receive permits through Mark Abell and the City Clerk ticket those who park in the designated areas without benefit of a permit. Seconded by Commissioner Hunter. So ordered.

#### RE: <u>DATA PROCESSING REVIEW BOARD</u>

Mr. Borries noted that a letter from the Data Processing Review Board indicates they have changed meeting date. They will meet on the <u>fourth</u> Tuesday of the month at 8:00 a.m. in Room 303....letter received and filed.

#### RE: OPERATION LIFESAVER PROGRAM/RAILROAD SAFETY

It was noted that the Commissioners should have a letter from Police Chief Art Gann concerning the Railroad Safety Program, which starts this week. Again, in view of information he has had from CSX it is becoming a major problem nationally and steps are being taken. This program is called "Operation Lifesaver" and talks about railroad safety and the week of April 12-18 the Commissioners would designate, along with the City, as "Operation Lifesaver" Week which, again, is designated as a train safety community. Chief Gann will be coordinating an event on this during the week and we do want to call to public attention the aspect of railroad safety. All of the major railroads throughout the State have been enlisted in this program.

#### RE: <u>COUNTY EXPO UPDATE</u>

Mr. Borries said he's had Mark Abell do some highlighting of this event -- but he wants to again make an announcement. In a very positive way this will begin to happen next week -- the week of April 17 thru 24. In this week's County News it says, "Clinton Putting Finishing Touches on County Government Week Declaration" -- so this will be the National County Government Week. Again, it is something we want to mark not only because we are celebrating our 175th Anniversary in this County, but again to highlight the many and varied activities that have developed since this County was officially formed back in 1818. If those first Commissioners came back, we might also have to take them to the latest technology at the hospitals -- because they probably wouldn't want to get into the virtual complexity of all the things we do. He then asked if Mark Abell wants to highlight how the plans are developing in terms of County Expo '93, which will be held at the Vanderburgh Auditorium on Wednesday, April 21st.

Mr. Abell said we have fliers that have been put together, which are currently at the printer's. He will pick them up and they will be mailed out tomorrow to different clubs, organizations, churches, businesses, etc. and we will retain some for handouts. As part of that daily activity, we have arranged for certain corporations to raffle off trinkets, odds and ends -- whatever. VanAusdall is going to raffle off a cellular phone every hour. It looks like we're starting to get some good corporate involvement and that should raise some interest. There will be free food and drink. The Sheriff has been kind enough to put their Crime Prevention exhibit together, as well as their Drug Awareness Program exhibit. Right now it looks like 80% of the departments are going to be participating in this. We will be in the lobby as well as up on the mezzanine. He doesn't know where we stand but, hopefully, high

school students will be able to get out of school.

Mr. Borries said he will send out a memo this week to all the schools.

Mr. Hunter said he can promise that his class has a field trip that afternoon to Vanderburgh Auditorium.

Mr. Abell said he would also like to ask all county employees to take a little time out of their lunch hour or whatever to stop over to peruse the exhibits.

Mr. Borries said sometimes when we're awash with negativism, he hopes in a positive way that we can highlight these many services and we hope folks throughout the area will come down.

It was noted by Mr. Borries that he will **not** be here for next week's meeting, as he will be in Indianapolis. However, he would ask the Commission to ask Attorney Kissinger to give us a brief Resolution kicking off County Government Week and start some of the activities at that point.

Mr. Tuley noted he will not be in town on April 21st.

#### RE: <u>COUNTY ATTORNEY - ALAN KISSINGER</u>

Reading of Proposals/Automated Document Recording & Indexing Software, etc. for County Recorder: Mr. Kissinger noted proposals were received, as follows:

Cameo Software Solutions, Inc. - No Bid Professional Gov't. Research Solutions, Inc. \$ 29,400
Business Records Corp. \$2.24 per document
Systems & Computer Technology \$ 48,625
ATEK Information Services, Inc. \$ 24,650

Attorney Kissinger said even though these are bids, they are more in the form of proposals and we anticipate the possibility of reducing these prices even more. But, for the record, these are the bids.

Certificate of County/Sheriff's Substation: Attorney Kissinger said he doesn't know what happened, but the Certificate of County which he reviewed with the Commissioners last week -- the original was to be provided by Bob Working so Attorney Kissinger could make a recommendation that the Commissioners approve and sign the document tonight. He's checked with everyone in administrative capacity here and no one has received it. Therefore, he supposes it should be deferred until next week, at which time he will bring it up again.

Note: Later in the meeting, Attorney Kissinger stated that the Certificate of County was provided by Mr. Working and Deputy Auditor Cindy Mayo has located same and brought it to him. Therefore, he would recommend that the document be approved and signed.

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

Railroad Agreements/Red Bank Rd. & Burkhardt Rd.: Attorney Kissinger said there were two (2) railroad agreements in reference to replacing signals at the County's cost, etc. They have been reviewed and are in proper order. He would recommend the Commissioners consider approving and signing said agreements.

#### RE: <u>COUNTY ENGINEER - JOHN STOLL</u>

Railroad Agreements: Mr. Stoll said he has one of the two agreements just mentioned by Attorney Kissinger -- the one for improvements at the crossing at Red Bank & Upper Mt. Vernon Rd. The County share will be about \$9,000 of the \$90,000 project. He needs signatures so we can get this Federal Aid job under way.

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

Heckel Rd. Bridge #76/Proposals for Design Services: Mr. Stoll said last week we received proposals on this project. With the Commissioners' approval, he would like to interview the following:

Bernardin, Lochmueller & Associates United Consulting Engineers, Inc. Fink, Roberts & Petrie

Commissioner Hunter asked if Fink, Roberts & Petrie are squared away. There was a reorganization or something -- or perhaps even financial difficulties about a year ago.

Mr. Stoll said from everything he can gather from what they have told him, they seem to be in order. Their financial problems seem to be cleared up. He believes Guy Cantwell left and they have a new Chairman of the Board, etc.

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

Road Paving List: Mr. Stoll asked if the Commissioners have any imput to date insofar as which projects they feel are priorities for us to include in this year's paving program.

Mr. Borries said he doesn't have any additional ones to add to the list at this time.

Mr. Tuley raised a question about County Line West. Where are we on that?

Mr. Stoll said Steve Hahn came into his office last week and he's got a handle on what he would like to see done. He is going to draft a letter proposing several options as far as what Posey County would do and what Vanderburgh County would do. Once he receives this letter he will bring it to the Commissioners so they can make a decision as to what we will do as far as our share of that road.

Commissioner Borries said he has talked with Commissioner Greg Martin. He can only speak, of course, individually, but there seemed to be a commitment on his part to work with Vanderburgh County officials. Mr. Borries said he thinks we're getting some positive communication at this point.

Mr. Hunter said the section in Vanderburgh County we paved last year did, in fact, make everybody happy out there. We even went in and cleaned the ditches and moved the utility poles and did it right. Then, the rest of it has to be a joint-County operation?

Mr. Stoll said that is right and Steve Hahn was going to write up several alternatives as far as who does what -- whether they maintain if we pave it; or they pave it and we maintain it -- and things like that -- what kind of surface we'd put down, etc.

Mr. Tuley said he has received a lot of phone calls from people out there trying to get that resolved for years. Mr. Borries said that, again, he thinks there is a commitment to work with us on this. It has been subject to a lot of confusion but there is a statute available to work jointly. He senses the Commissioners are all on the same wave length at this point in time.

Mr. Stoll asked if the Commissioners would want him to get with Bill Morphew and develop a Preliminary Final Road Paving List. They will narrow the list down to see what we can afford to do this year.

Mr. Tuley asked if Young Rd. is on the list and Mr. Stoll confirmed that it is. He's received several calls during the last couple of weeks on several roads, some of which weren't even county-accepted roads and there wasn't much we could do.

Mr. Tuley asked if one of them is out by the County Garage -- the cul-de-sac across from the County Garage? That isn't a county-accepted road, right? We have no responsibility for that road?

Mr. Stoll said it is Westchester -- and right, it is not a county-accepted road.

Mr. Borries said it is a Catch 22 for the residents; but, again, it's something from a legal standpoint we just can't work on. The only way we'd be able to accept some because of some of the serious problems would be we'd have to get an inspection recommendation from the County Highway and the County Engineer as to what it would take for them to bring it up to County standards and then we could, at that point, make a decision as to what it would take to accept it.

Motion was made by Commissioner Hunter that Messrs. Stoll and Morphew get together to draft a Preliminary Final Road Paving List. Seconded by Commissioner Tuley. So ordered.

Mr. Morphew advised that Dave Franklin did a survey of Westchester in early spring of last year and had a cost estimate as to what it would take to repair the roads and bring them up to county standards for county acceptance as far as maintenance goes. He believes that was left at the home owners' discretion.

Mr. Tuley asked how many homes are out there on that cul-de-sac.

Mr. Morphew said there are actually two roads and there are probably around thirty homes.

Speed Limit Signs: Mr. Stoll said that once the speed limit ordinance was recently revised, there are numerous signs out there now that don't conform to the speed limits that are on the streets. In order to change that he's had Bill Higgins go out to find out what we need in order to bring it all up to where the Sheriff's Department can enforce these speed limits -- since nobody knows what the speed limits are on a lot of these streets right now. He estimates we'll need around 120 signs to do this. When he talked with Jerry Hayes with the Traffic Engineering Department he told him his budget is just for routine sign requests, warning sign requests and things like that -- not these large special orders. Mr. Stoll said he didn't know exactly how to handle this, since this is an unusual request. We won't normally want 120 signs all at once. Mr. Hayes said he had not budgeted for something like that, so it would take additional money from us in order to get this done.

Mr. Tuley asked what our percentage of funding is.

Mr. Stoll said he believes Mr. Hayes said it was 14%.

Commissioner Borries said he is a believer in joint departments, but he also believes that we've got a lot of signage that needs to be done out there. He keeps talking about the Tekoppel Overpass; he still doesn't think we're where we need to be out there and he thinks Mr. Stoll had put in a request (and possibly Dave Savage prior to Mr. Stoll's coming on board) and he is not satisfied with our response there. He guesses he'd be willing to kick in some more

money if it's going to be cost effective. Otherwise, we need to start doing it ourselves.

Mr. Tuley said he is curious as to the requests over the last several years if we're providing 14% of their budget year in and year out. Are we getting our 14% worth?

Mr. Hunter asked what we're getting for our money -- that's what it boils down to.

Mr. Stoll said with regard to the sign request work orders we've been submitting lately, we've been getting the signs installed fairly quickly.

Mr. Borries asked if Mr. Stoll is of the opinion we should stay with this arrangement?

Mr. Stoll said he is not sure where the funding goes -- where this \$3,000 would come from, from his department to pay for his department. That was something he was going to get with Auditor Humphrey on.

Mr. Borries said that is right; otherwise we'd have to go to County Council. But he requested some signs be put up on Tekoppel and the large arrow sign at the end of Old Henderson Rd.; -- and they've been getting signs up fairly quickly. They put some "No Truck" signs up. But we've been getting fairly good response from Jerry's department.

Mr. Tuley said if we're getting our money's worth, he doesn't have any complaints.

Mr. Stoll said he will need to go on Council call. This doesn't cover subdivision streets either -- like the memo said, this is for main thoroughfares.

Mr. Hunter said he supposes we could have a weekend with an unduly high number of vandalism of 120 signs -- and then maybe they'd take care of them for us. But seriously, in the Old Petersburg Place/Bob Court area -- he's had phone call after phone call (Mr. Stoll said he has, too) -- and those people have made requests. Are those on file?

Mr. Stoll said those are not included on this list, because we've already written up some work orders to try to take care of that. They don't have their "Stop" signs to date; we're waiting for the ordinance to be heard on Second and Final Readings in order for that to happen -- but we've already had a couple of speed limit signs installed. If we don't have enough signs out there he is sure they will call back to let us know. But that is the way we've handled all the other subdivisions -- on an as-needed basis, which Jerry would probably be more equipped to handle that through his department than all this large amount. So what we need is the \$3,000 to try to get these 120 signs taken care of all at once.

Motion to approve the request to go on Council call was made by Commissioner Hunter, with a second by Commissioner Tuley. So ordered.

Mr. Stoll said once he gets an update from Auditor Humphrey and Jerry Hayes he will provide the Commissioners with an update of where that stands, in case there is something he is not aware of yet.

Approval to Go on Council Call: Mr. Stoll said he needs approval to go on Council Call for the following appropriation and transfer of funds:

- a. Appropriation Burkhardt R.R. Crossing (\$9,000)
- b. Transfer \$21,170.19 from Bridge #2, #169 and #55 to Vogel Rd. Bridge #2115
- c. Transfer \$10,485.14 from Bridge #75 to Columbia/Delaware Bridge #1-C

Mr. Stoll explained the two transfers are to close out the accounts for Bridge #2, #169 and #55 and Bridge #75. Those projects are complete and we're going to transfer it to Vogel Rd. We have the plans for Vogel Rd.; we don't have the bridge design completed yet, but we will eventually need that money in that account. With regard to the Columbia/Delaware Bridge, there really isn't enough money in there as it stands right now to keep that account going until we get our reimbursements from the State. But this transaction will close out four accounts and put the funds into two different bridges.

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

#### RE: COUNTY HIGHWAY

Weekly Work Report: Mr. Morphew submitted the written Weekly work Report for period April 2 through April 8, 1993.....report received and filed.

Mr. Tuley asked if all the paving equipment is ready to go.

Mr. Morphew said they are working on the paver now; he had a couple of parts that had been back ordered and the paver will be ready to go by the end of this week. The distributor has been cleaned and is ready to go and the roller is ready. All they need now is some roads to pave.

Mr. Tuley asked if he'd want to start with the parking lot at Burdette Park by the cabins. Has some agreement been entered into?

Mr. Morphew said Mark hasn't contacted him yet.

Mr. Tuley said Mark indicated to him over the weekend that he probably had the money in his budget to pay for whatever materials are necessary and if the equipment was working...

Mr. Morphew said, "Not yet -- but that would be a good place to try it out to make sure everything is working right.

Mr. Tuley asked Mr. Morphew to contact Mark Tuley -- since they've done work out there in the past.

Mr. Morphew said they do his culvert work and a lot of his drainage work. As a matter of fact, he is sending a gradall crew out there tomorrow to re-shape the bank behind the chalets. It is starting to wash.

It was the consensus of the Board that Mr. Morphew should contact Mr. Tuley about the parking lot paving.

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

#### RE: CONSENT AGENDA

Travel Request: Mr. Borries said he believes he had included in the Commissioners' packets a travel request from Dennis Brinkmeyer, who had to go up and back to Indianapolis on one day due to some other legal commitments and to represent a County employee as per a Judge order. Therefore, he would add this to the Consent items.

Mr. Borries said he has been informed through his office that we need to begin to look very carefully at all travel requests. We know we have lots of obligations, but we also have some diminishing funds in some particular accounts. You can't, however, deny those who are directly related to State-called meetings.

Mr. Borries entertained questions or comments concerning the Consent Agenda.

<u>Approval of Minutes:</u> Ms. Matthews directed Mr. Borries' attention to approval of the minutes of April 5th. Mr. Borries said that he would also add this to the Consent agenda at this time if there are no questions.

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

#### RE: <u>OLD BUSINESS</u>

Letter from IDEM re County Highway: Mr. Borries said there is an item that he referred to last week which should be in the Commissioners' packets— a letter from IDEM regarding the remediation at the County Highway Garage — the treatability report. (Ms. Farrell said the letter was found and copies for the other Commissioners are on their desks). Basically, it says IDEM received the treatability report dated in October. On review of the technical adequacy, the report was found to be inadequate for container storage for remediation purposes. The treatability report only dealt with the impact of the underground storage tanks. He'd wanted the letter added to the Commissioners' packets and also asks for consideration here in making some decisions in relation to what we need to do to move forward on this. He would like to give some consideration to Mr. Allen Frederick (one of the requests in the Commissioners' packets last week) regarding services to continue on with this process. We are at a point here where we need to get the plans and the strategy for remediation to get this thing moved forward here to get this thing done. He has some indication from IDEM after talking with Martin Gaughan that we can do that. What they're trying to do -- as he thinks he pointed out to the Commissioners last week -- is to get the County out of this RCRA portion in relation to the storage of the chemicals and the solid waste area to deal with only the diesel component of the remediation plan. That is his understanding. Mr. Frederick, as he had developed the plan (acknowledged by at least IDEM to be a good one) in his opinion, would be best suited to move this thing along. He checked with Allen to see if we had any contractual problems in shifting that -- we have money budgeted -- that we don't have any contractual problems in doing that.

Attorney Kissinger said, "My understanding is that the contract was for a plan. No, we do not have any contractual problems."

Mr. Tuley asked, "The money is in place and Allen is the one who developed...?"

Attorney Kissinger responded, "Yes."

Mr. Tuley asked, "Are you looking for a motion?"

Mr. Borries responded, "Yes."

Motion was made by Commissioner Tuley that we award Environmental Consulting & Engineering.....

In response to query from Commissioner Tuley, Mr. Borries said what we need to do at this point is to develop the plans for the strategy for the remediation. He thinks there are some options and, as he understands, some significant savings that could be made in some of those options. By savings, he means **not** to spend the amount that has been set aside for remediation at the County Garage. He is hopeful we can do that -- to explore all options available for some remediation; but also to monitor this IDEM situation in order to get this matter resolved if we're going to get out of the RCRA portion to move forward on the diesel contamination portion and address that point.

Mr. Tuley asked if he's been in contact with the State on this.

Mr. Borries said he had been in contact with Mr. Gaughan. He said he's had some concerns -- we've got to get this thing back on track here. It just seems like we're not as focused as we should be to resolve this matter and he wants to.....

Mr. Hunter interrupted, "So you're wanting to give a contract to Allen Frederick?"

Mr. Borries responded, "An agreement, yes."

Mr. Hunter said, "I'm just sitting here trying to remember and I'm probably wrong. But I was thinking that somewhere along the line that Rick Reising had expressed an interest in being involved with this."

Mr. Borries said, "He has expressed an interest. There have been several people who have expressed an interest insofar as being able — they can't administer this part. He is not an engineer. He would be submitting proposals or bidding on the remediation itself."

Mr. Hunter asked, "But he would not be in a position to -- I guess Allen Frederick could kind of oversee this, is that right?"

Mr. Borries replied, "Exactly. Exactly. He's the one who developed the original plan."

Mr. Hunter said, "I have no problem with Allen Frederick. He's good. He was good to work with. I have no problem with that at all. But I was sitting here trying to remember what Rick Reising was interested in. He's not interested in this part of it at all?"

Mr. Borries said, "No. No."

Mr. Tuley continued, "I move that the agreement be granted to Environmental Consulting & Engineering/Allen Frederick."

Mr. Hunter asked, "He was with Donan and is now with this company? I have no problem with that and I will second it."

Mr. Borries said, "So ordered. You should have a copy of this in your packets -- I gave that to you last week."

#### RE: NEW BUSINESS

<u>ADA Services:</u> Commissioner Borries said he has tried and tried to get ADA Solutions (the Rehab Center) to give us a contract for services. He received this today and had a copy put on the other Commissioners' desks. What we need to do is to authorize this to go along with the other proposal (Waggoner, Irwin, Scheele & Associates) to County Council regarding the funding.

Mr. Hunter asked, "This is for Part II?"

Mr. Tuley asked, "Did we get Part I?"

Mr. Borries said we have a figure for Part I. We did not have a figure for Part II. In response to query from Commissioner Hunter, Mr. Borries said nothing has been approved. "I tried to do this straight down the line, my fellow Commissioners, and that means that I've had a little exchange of letters with certain individuals on the County Council. We, I hope, are clear in relation to what the County Executive can do and what the County Fiscal body can do. Nothing can happen until the County Council approves and I'm willing at this point —there's been no movement on this ADA but, again, as we've talked about so many times, there are things we should be doing. We need to take some steps forward. The reason I pushed ADA Solutions to get their request in today is that we're not going to make Council Call if we don't do it today.

Mr. Hunter asked, "So what you need is a dollar figure from ADA Solutions?"

Mr. Borries replied, "I have them."

Motion was made by Commissioner Tuley to go on Council Call for funding for both Parts I and Part II. Seconded by Commissioner Hunter. So ordered.

President Borries entertained further matters of business to come before the Board.

Centrex System: Mr. Johnson of VanAusdall & Farrar said pointing back to what Kelly gave the Commissioners earlier on the successful implementation, part of what is significant about this is getting all these parties together to agree to this. He thinks Rick said it best last week -- in trying to get the County side of the government, the City side of the government, and the Building authority altogether, it is about as easy as organizing a herd of cattle. So our first step in doing this is really our part on the Centrex agreement -- for our part to agree on this. He thinks it was mentioned earlier that they got Council to agree to go ahead with the project. What has to happen here is, of course, they obviously have to get everybody to agree to the project and then they begin their station reviews and they can supply a hard and fast pricing from Indiana Bell to do that. That was really their whole objection -- to get that done tonight -- or for the Commission to provide them with the vehicle of getting that done.

Mr. Borries asked, "So you need further direction from us at this point?

Mr. Johnson said, "All we need is the first part of this. Before this becomes binding, you guys sign off in this thing that we agree to agree to proceed with this project, as well as...."

Mr. Hunter interrupted, "That was one of my motions."

Mr. Johnson asked, "So we did agree to agree?"

Mr. Hunter said, "I thought we made a motion to get rolling and do whatever is necessary."

Mr. Johnson said, "What we need though is to get you guys to sign off on this."

Mr. Tuley said, "Let me clarify something, if I can, to make sure. Two motions. One was to make sure we have no legal entanglements. Do we not want to see that step clear before we enter into any other agreement?"

Attorney Kissinger responded, "Or we could enter into the other agreement subject to."

Mr. Tuley asked Mr. Johnson if this is okay.

Mr. Johnson said that is fine with them.

Ms. Culliver said, "There are several sections of this before it becomes...."

Mr. Tuley said, "Yes, but I think we need to make sure we're not going to be sued by KLF."

Mr. Hunter said, "Our second motion should be -- and maybe I should withdraw my second motion and say "subject to the findings of our Legal Counsel."

Ms. Culliver said that is fine.

Mr. Hunter said, "I would like to withdraw my second motion and make a new motion that we agree to get these people rolling subject to our Legal Counsel finding we have no entangling commitments, alliances or whatever to KLF or anyone else, for that matter -- do it that way."

Motion seconded by Commissioner Tuley. So ordered.

Mr. Borries said he will sign and circle "County" -- because they're still going to have to get this same thing from the City.

Scheduled Meetings: Mr. Borries said he would note that Rezoning Petitions will be heard next week, April 19th, at 7:00 p.m. and, again, at that time the Commissioners will enact a Resolution concerning County Government Week.

There being no further business to come before the Board at this time, President Borries declared the meeting adjourned at 7:52 p.m.

#### PRESENT:

Richard J. Borries, President Pat Tuley, Vice President Don Hunter, Member Alan M. Kissinger, County Attorney Cindy Mayo, Chief Deputy Auditor Mark Abell/Commission Office B.J. Farrell/Commission Office John Stoll, County Engineer Bill Morphew, County Highway Supt. Betty Hermann/County Recorder Susan Jeffries, Purchasing Dept. Debbie Talley/CASA **Brook Talley** Linda Owen/CASA Andy Davidson/Given & Spindler Betty Knight Smith/County Clerk Bonita Smith Becky Embry/Greenway Passage Advisory Committee David Ellison/Greenway Passage Advisory Committee Michael A. Biggerstaff/Greenway Passage Advisory Committee Steve McCallister/Greenway Passage Advisory Committee Christine Terry/Greenway Passage Advisory Committee Judy Burns/Greenway Passage Advisory Committee Shirley James/Greenway Passage Advisory Committee Jim Daniels/Greenway Passage Advisory Committee Ruby McGlown/Greenway Passage Advisory Committee Kelly Culliver/VanAusdall & Farrar Norm Davenport/VanAusdall & Farrar

Mr. Johnson/Indiana Bell Others (Unidentified) News Media

RECORDING SECRETARY: Joanne A. Matthews

Richard J. Borries, President

Pat Tuley, Vice President

Don Hunter, Vice President

DON L. HUNTER

PATRICK TULEY

#### **AGENDA**

#### VANDERBURGH COUNTY COMMISSIONERS

**APRIL 12, 1993** 

5:30 P.M.

- 1. CALL TO ORDER
- 2. INTRODUCTIONS
- 3. PLEDGE OF ALLEGIANCE
- 4. ACTION ITEMS
- A. Any group/individual wishing to address the commission
- B. Susan Jeffries/Purchasing
   1.) Open Bids Automated Document Recording & Indexing Application (Recorder's Office)
- C. Centrex, Indiana Bell
   \* Presentation
- D. Betty Knight Smith/County Clerk re: Storage Area/Space problems & solutions
- E. Veteran's Coliseum Parking Lot re: Letters from Veteran's Council and City Clerk
- F. Data Processing Review Board re: Letter changing meeting dates/times
- G. Art Gann/Chief of Police re: Memo received for Railroad Safety
- H. County Expo '93 Update
- I. Pigeon Creek Greenway Passage Advisory Committee
- 5. DEPARTMENT HEADS

Alan Kissinger ----- County Attorney
John Stoll ----- County Engineer
\*See attached engineer requests
Bill Morphew ----- County Highway

(1)

- 6. CONSENT ITEMS
- A. Travel/Education Requests
- B. Department of Veteran's Affairs February and March monthly report for acceptance
- C. CLAIMS FOR PAYMENT

  1.) Given & Spindler 4,110.15

  \*April management fee
- D. EMPLOYMENT CHANGES
  \*See attached
- 7. OLD BUSINESS
- 8. NEW BUSINESS
- 10. MEETING ADJOURNED

#### Scheduled Meetings

| Mon | April 12 | Solid Waste Meeting County Commissioners                | 4:30         |    | RM |            |
|-----|----------|---|--------------|----|----|------------|
|     |          | Executive Session<br>Commissioners Meeting              | 4:30<br>5:30 |    |    | 301<br>307 |
| Mon | April 19 | County Commissioners<br>Rezonings                       | 5:30<br>7:00 |    |    | 307<br>307 |
| Mon | April 26 | County Commissioners Drainage Board Immediately Followi | 5:30<br>ng   | PM | RM | 337        |
| Wed | April 28 | County Council<br>Personnel/Finance                     | 3:30         | PM | RM | 331        |

# COUNTY ENGINEER'S CONSENT AGENDA APRIL 12, 1993 ITEMS

#### **CLAIMS:** CONTRACTUAL SERVICES 216-3930 Koester Contracting (VC 92-10-02) \$17,997.54 LYNCH ROAD ESTENSION 216-4827 Vanderburgh Superior Court (Parcel #7) \$88,000.00 **GREEN RIVER ROAD NORTH** 216-4910 United Consulting Eng. (Inv. #34) United Consulting Eng. (Inv. #12) \$ 6,685.00 \$ 6,393.30 CONTRACTUAL SERVICES 203-3930 Charles W. Ruston (Inv. #32) \$ 336.00 STRINGTOWN ROAD BRIDGE #72 203-4348 R. W. Armstrong (Inv. #18127) \$ 1,635.00 COLUMBIA/DELAWARE BRIDGE #1C 203-4353 United Consulting Eng. (Inv. #5) \$11,846.15 RED BANK ROAD BRIDGE #55 203-4385 \$11,070.00 Phoenix Const. (Inv. # 3817)

| Departmen               | † VANDERBU  | RGH COUNTY COOPERATIVE E                | XTENSION SERVICE      | 1230       | 1.1       |
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|                         |             | APPOINTMENTS A                          | MADE                  |            |           |
|                         | NAME        | ADDRESS                                 | POSITION              | SALARY     | EFFECTIVE |
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| L                       | isa A. Kuhn | 1755 Brenda Drive<br>Newburgh. IN 47630 | Paraprofessions       |            | 4-1-93    |
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Prosecutor

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| 108 <u>0101010</u> | 80 Kelli E. Carl   | 451 S. Ruston           | Dep. Pros  | 33104.00               | 4-12-93   |
| 1080102010         | 30 J Thomas Parker | 2106 E. Chandler        | Dep. Pros. | 33104.00               | 4-12-93   |
| 1080103010         | 80 Terrell Maurer  |                         | Dep. Pros. | 5 3549 /11<br>30107.00 | 4-12-93   |
|                    |                    | (Temp. mailing Address) | ,          | 5 8558 /nr             |           |

#### ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

#### **RELEASED**

|            | NAME                | NAME ADDRESS POSITION |              |          | EFFECTIVE |
|------------|---------------------|-----------------------|--------------|----------|-----------|
| 1080101010 | 30 Daniel R. Miller | 10301 Old Petersburgh | Rd Dep. Pros | 36102.00 | 4-12-93   |
| 1080102010 | 30 Steven L Jett,Jr | 656 Kingswood Dr.     | Dep.Pros.    | 33104.00 | 4-12-93   |
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RECORDER COMMISSIONER'S RECORD

SIGNED BY.

XUY DATE April 7, 1993

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Stanley M. Levco

|                    | APPOINTMENTS M   | ADE   |   |  |  |
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| NAME               | ADDRESS  | POSITION  | SALA  | \RY  | EFFECTIVE  |
| CLINT M. DENTON    | CORREC   | PART-TIME<br>TION OFFICER   | 5.00  | HR   | 3-23-93  |
| MINDY L. STURGEON  | CORRE  | PART-TIME<br>TION OFFICER   | 5.00  | HR   | 3-24-93  |
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| NAME               | ADDRESS  | POSITION  | SAL   | ARY  | EFFECTIVE  |
| RICHARD L. EDWARDS | ( · RRE  | FART-TIME<br>TION OFFICER   | 5.00  | HR   | 3-20-93  |
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|                    | NAME  CLINT M. DENTON  MINDY L. STURGEON  ATTACH WITHH | APPOINTMENTS M  NAME ADDRESS  CLINT M. DENTON CORRECT  MINDY L. STURGEON CORRECT  ATTACH WITHHOLDING EXEMPTION CERT  RELEASED  NAME ADDRESS | APPOINTMENTS MADE  NAME ADDRESS POSITION  PART-TIME CORRECTION OFFICER  PART-TIME PART-TIME CORRECTION OFFICER  PART-TIME CORRECTION OFFICER  PART-TIME CORRECTION OFFICER  ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS  RELEASED  NAME ADDRESS POSITION FART-TIME | APPOINTMENTS MADE  NAME ADDRESS POSITION SALA  CLINT M. DENTON CORRECTION OFFICER PART-TIME CORRECTION OFFICER FART-TIME CORRECTION OFFICER 5.00  ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM  RELEASED  NAME ADDRESS POSITION SALA  FART-TIME | APPOINTMENTS MADE  NAME ADDRESS POSITION SALARY  CLINT M. DENTON CORRECTION OFFICER 5.00 HR  MINDY L. STURGEON CORRECTION OFFICER 5.00 HR  ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM  RELEASED  NAME ADDRESS POSITION SALARY |

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| 108M116010 | BM Daniel | R. Miller | 1030 | 1 Old Petersbu | rg Dep.Pros. | 36102   | .00 | 4-12-93   |
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| 108M111010 | 8M Steven | L Jett,Jr | 656  | Kingswood Dr.  | Dep.Pros.    | 33104   | .00 | 4-12-33   |
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| 108M116010 | BMKelli E. Carl   | 451 S. Ruston      | Dep. Pros. | ~33104.00 | 4-12-33   |
| 108M111010 | M J Thomas Parker | 2106 East Chandler | Dep. Pros. | 33104.00  | 4-12-13   |
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RECORDER COMMISSIONER'S RECORD

Stanley M. Levco

Department

CIRCUIT COURT

#### **APPOINTMENTS MADE**

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| 136.1-1990 | JOSEPH A. FLOYD   | CORRE   | PART-TIME<br>CTION OFFICER | 7.00   | HR | 3-21-93   |
| 136.1-1990 | LYNN E. SCHMITT   | CORRE   | PART-TIME<br>CTION OFFICER | 7.00   | HR | 3-21-93   |
| 136.1-1990 | WILLIAM O. MILLER | CORRE   | PART-TIME<br>CTION OFFICER | 7.00   | HR | 3-21-93   |

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|          | NAME              | ADDRESS | POSITION                   | SALARY |    | EFFECTIVE |
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| 276-1990 | JOSEPH A. FLOYD   | CORRE   | PART-TIME<br>CTION OFFICER | 7.00   | HR | 3-20-93   |
| 276-1990 | LYNN E. SCHMITT   | CORRE   | PART-TIME<br>CTION OFFICER | 7.00   | HR | 3-20-93   |
| 276-1990 | WILLIAM O. MILLER | CORRE   | PART-TIME<br>CTION OFFICER | 7.00   | HR | 3-20-93   |
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RECORDER
COMMISSIONER'S RECORD

SIGNED BY

JUDGE, CIRCUIT COURT

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### **VANDERBURGH COUNTY EMPLOYMENT CHANGES**

Department

Sheriff

APPOINTMENTS MADE

|              |               |  | POSITION               | SALARY              | EFFECTIVE |  |
|--------------|---------------|--|------------------------|---------------------|-----------|--|
| 05011300221  | Kowana Pagett |  | Custodian              | 11 0153<br>23000 00 | 4-5-93    |  |
| .05011300215 | Jana Wade     |  | Property<br>Mgmt Clerk | 8 2055<br>17133 00  | 3-31-93   |  |
| 05011300043  | Robert Goedde |  | Patrolman              | 12 9239<br>26985 00 | 4-6-93    |  |
| 011300066    | Doug Daza     |  | Patrolman              | 12 9239<br>26985 00 | 4-6-93    |  |

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| 105011300207 | Jana Wade       |         | Clerk/Typist              | 7 1399<br>14950 00  | 3-30-73   |
| 105011300043 | Robert Goedde   |         | Probationary<br>Patrolman | 12 4449<br>25985 00 | 4-5-93    |
| 105011300066 | Douglas Daza    |         | ,nn                       | 12 4449<br>25985 00 | 4-5-+3    |
| 105011300087 | Jeffrey Dedmond |         | 1111                      | 12 4449<br>25985 00 | 4-5-43    |

RECORDER
COMMISSIONER'S RECORD

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\_DATE\_4/8/93

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## **VANDERBURGH COUNTY EMPLOYMENT CHANGES**

Department

Sheriff

| APPOINTMENTS MAD |
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| 105011300083 | Samuel Preston   |         | Patrolman | 12 9239<br>26985 00 | 4-6-93    |
| 105011300087 | Jeffrey Dedmond  |         | 11        | 12 9239<br>26985 00 | 4-6-93    |
| 105011300094 | Kenneth Tenbarge |         | 11        | 12 9239<br>26985 00 | 4-6-93    |
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|                                   |                  |                | Probationary |             | 4449 | / 5 02    |  |
| 105011300083                      | Samuel Preston   |                | Patrolman    | 25985<br>12 | 4449 | 4-5-93    |  |
| 1050 <u>11300094</u>              | Kenneth Tenbarge |                | 1111         | 25985       |      | 4-5-93    |  |
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| RECORDER<br>COMMISSIONER'S RECORD |                  | SIGNED BY ROLL | James        | DATE _      | 4    | 8 93      |  |

## **VANDERBURGH COUNTY EMPLOYMENT CHANGES**

|       |               | APPOINTMENTS        | MADE                |        |     |             |
|-------|---------------|---------------------|---------------------|--------|-----|-------------|
|       | NAME          | ADDRESS             | POSITION            | SALAR  | Y   | EFFECTIVE   |
| -1810 | Kelly L. Ward |                     | Law Clerk           | 19,323 | 00  | 1/1/93      |
|       |               |                     |                     | 9.254  | hr. |             |
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| -1810 | Kelly L. Ward |                     | Law Clerk           | 18,428 | 00  | 4/7/93      |
| -1810 | Kelly L. Ward |                     | Law Clerk           | 8.826  |     | 4///93      |
| -1810 | Kelly L. Ward | SIGNED BY / LAL     |                     | 8.826  | hr. |             |

## VANUERBURGH COUNTY EMPLOYMENT CHANGES

Department

BURDETTE PARK

| AP | PO | NTM | ENTS | MA | DE |
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|----|----|-----|------|----|----|

| NAME                 | ADDRESS POSITION    |            | SALARY |    | EFFECTIVE |
|----------------------|---------------------|------------|--------|----|-----------|
| PERRY GOSTLEY        | 5820 NURRENBERN RD. | GRND. CREW | 5      | 00 | 6-26-93   |
| <br>TEDD W. THOMPSON | 2013 E. VIRGINIA    | GRND. CREW | 7      | 00 | 3-30-93   |
| <br>MARK BASSEMIER   | 8710 PINE CREEK DR. | GRND. CREW | 4      | 25 | 4-3-93    |
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|  | NAME        | ADDRESS POSITION |            | SALARY |    | EFFECTIVE |  |  |
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|  | ROBERT JOHN | 6440 LIVELY LANE | GRND. CREW | 4      | 25 | 3-27-93   |  |  |
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March 24, 1993

Andy Davidson
Given and Spindler Management Company
P.O. Box 5012
Evansville, IN 47716

Dear Mr. Davidson,

I am writing to you on behalf of Vanderburgh County CASA to make a request for the use of several pieces of equipment for a very special fundraiser we are conducting on May 6, 1993.

CASA stands for Court-Appointed Special Advocates, and the function of our organization is to represent the needs of abused and/or neglected children in court. CASA is a national organization with a very active chapter here in Vanderburgh County.

Our fundraiser is to be a style show titled "Come Fly With Me" and will be held at one of the hangars at Tri-State Aero. We have been working with the White House and are hopefull that Mrs. Clinton will attend as our guest speaker. The show promises to be exciting and profitable as we endeavor to raise much needed funds to benefit the needy children in our community.

The request we have is the use of several of your risers. I have enclosed a diagram of the facility so that you can better appreciate our situation. We would appreciate it if we could borrow 19 4x8 risers 32" tall and enough step risers to accommodate steps to access the actual runway in 3 different spots. The other items we would like to use would be 22 round tables. We have obtained 40 tables and 500 chairs from All-in-One but still need a few more tables. If it is necessary to pay for the use of this equipment, we could certainly do that.

We will of course provide transportation to and from your facility for all the epuipment.

I thank you for your consideration in this matter. As I will be out of town for the next two weeks, any questions you have may be directed to Mrs. Debra Talley at 422-8614.

Sincerely yours,

Nancy Tansitano Drake

#### BYLAWS OF THE PIGEON CREEK GREENWAY PASSAGE ADVISORY COMMITTEE

#### ARTICLE I

#### **DEFINITIONS AND ABBREVIATIONS**

- 1.01 ORGANIZATION NAME. The official name of this body is the Pigeon Creek Greenway Passage Advisory Committee hereinafter referred to as the "Committee".
- 1.02 ORGANIZATIONAL MEMBERS. The term "Organizational Members" as used in these Bylaws means an individual who is appointed by the Mayor of the City of Evansville, the President of the County Commissioners, and the President of the City Council.
- 1.03 APPOINTING OFFICIALS. The term "Appointing Officials" as used in these Bylaws means the Mayor of the City of Evansville, the President of the County Commissioners, and the President of the City Council.

#### ARTICLE II

#### PURPOSE AND FUNCTIONS

- 2.01 The purpose of the Greenway Passage Committee. The Committee is a bipartisan, community-oriented organization whose purpose is as follows:
  - Carry out advisory activities agreed upon by the Committee and the Parks and Recreations Board on matter Pigeon Creek Greenway Project.
- 2.02 FUNCTIONS. The Committee is formed to carry out the following functions:
  - Review and make recommendations to the Parks and Recreations Department for projects pertaining to the Pigeon Creek Greenway Passage.

#### ARTICLE III

#### MEMBERSHIP

- Appointed Members. The Mayor of the City of Evansville, the President of the County Commissioners, the President of the City Council shall make all appointments. The maximum number of members on the Committee shall be forty (40) as follows:
  - A. Fifteen (15) members shall have been appointed by the Mayor of the City of Evansville.
  - B. Fifteen (15) members shall have been appointed by the President of the County Commissioners.
  - C. Ten (10) members shall have been appointed by the President of the City Council.
- 3.02 Terms of Appointed Members. Terms of appointed members shall be set by the appointing officials on a staggered three-year basis.
- 3.03 Filling of Vacancies. The appointing officials shall fill vacancies in the membership in Article III, Section 3.01 and Section 3.02 within sixty days of receipt of a resignation from the Committee Chairman.
- 3.04 Resignation. A Committee Member may resign from the Committee by giving written notice to the Committee Chairman. The Chairman will notify the appointing officials.
- Voting Rights. Each appointed regular member of the Committee shall have one vote; assignment of voting rights by a member to another person is prohibited. Vote by proxy is prohibited.
- 3.06 Removal Grounds. committee members shall serve for the length of their terms during good behavior but may be removed from membership for cause under one of the following grounds:
  - A. a breach of trust by the member in the performance of his or her duties;
  - B. using Committee membership for private gain;
  - C. nonattendance at any three Committee meetings during any six month period unless notification is made prior to the meeting to the Chairman stating that a representative is sick, will be out of town or has a conflict.

The Chairman of the Committee will send a statement to any member if the member has missed three meetings in a six month period.

#### ARTICLE IV

#### **MEETINGS**

- 4.01 Regular Meetings. Regular meetings of the Committee shall be scheduled for the third Thursday of each month. The Organization meeting shall be the regular February meeting of the Committee.
- 4.02 Special Meetings. Special meetings can be called by the Chairman of the Committee or one of the appointing officials.
- 4.03 Quorum. Those members present at a regular or duly called special meeting of the Committee shall constitute a quorum.

#### ARTICLE V

#### COMMITTEES

- 5.01 Subcommittee memberships. All subcommittee memberships shall expire at the time of the annual organization meeting of the Committee. All subcommittees are advisory only. All recommended actions are subject to approval by committees.
- 5.02 Standing Subcommittees. Standing subcommittees if needed may be formed by the Chairman.

#### ARTICLE VI

#### **OFFICERS**

- 6.01 Officers. The Chairman shall be the presiding officer of the Committee and shall perform such duties as these Bylaws and the Committee specify and as are usual and customary for this office.
- 6.02 A secretary will be provided by the County Commissioners.

#### ARTICLE VII

#### CONFLICTS OF INTEREST

- 7.01 Any member of the Committee who believes himself/herself to have or has been determined by the Committee to have a financial interest, relationship or involvement in any project, proposal or issue before the Committee shall be disqualified for voting on the project or issue.
- 7.02 Whenever a member of the Committee excludes himself/herself from the consideration of any project, proposal or issue as a result of a conflict of interest, the name of that member shall be entered into the record of the meeting along with the issue, project or proposal in which his/her participation was excluded.

#### ARTICLE VIII

#### PARLIAMENTARY AUTHORITY

8.01 Parliamentary authority for all matters not otherwise covered by statue, regulation or these Bylaws shall be Robert's Rules of Order Newly Revised. The Chairman may suspend the rules upon approval of the Committee.

#### ARTICLE IX

#### **AMENDMENTS**

9.01 These Bylaws can be amended at the annual Organization meeting of the Committee by a unanimous vote of those present. The proposed amendment shall be mailed to Committee members at least fourteen (14) days prior to the meeting.

#### ARTICLE X

#### **NONDISCRIMINATION**

10.01 The Committee in its committee membership, internal actions, and decision making will follow a policy of not discriminating against anyone on the basis of race, creed, color, sex, national origin or handicap.

#### PIGEON CREEK GREENWAY PASSAGE ADVISORY COMMITTEE PROPOSED ROSTER

Chairman: Rebecca Embry

Research: Shirley James

Subcommittees

Clean-up

Chairman: Judy Burns

Darrel Rice, Christine Terry, Dave Ellison, Members:

Steve McCallister, and Mike Biggerstaff

Legislative/Lobbying

Co-Chairman: Pam Martin and Pete Helfrich

Wayne Trockman, Dennis Avery, Sen. Greg Server, Rick Borries, Don Hunter, and Gail Riecken Members:

Education/Marketing

Co-Chairman: Alice James and Ruby McGlown

Chuck Price and students from each high school Members:

selected by Rick Borries through Principal

recommendations

Planning/Operations

Jim Haddan Chairman:

Members:

Tim Henning, Ralph Brown, Larry Miller, Bill Gilles, Jerry Fruth, Blaine Oliver, Niles Rosenquist, Becky Hittner, Jim Daniels, Bob Rothschild, and

John Koch

Finance/Fundraising

Chairman: Bill Brooks

Jack Cunningham, Dan Engelbrecht (Foundation member)

all Pigeon Creek Committee members

#### Commissioner Pres. Apptmts: Council Pres. Apptmts: Mayoral Apptmts:

5 - three year 3 - three year 5 - three year 2 - two year 5 - one year 5 - two year 5 - one year 5 - two year 5 - one year

#### LIST OF APPOINTEES

Rick

Rick Borries

Dave Ellison

Darryl Rice

Christine Terry

Blaine Oliver

Bill Brooks

Pam Martin

Pete Helfrich

Don Hunter

Chuck Price

5 Students, one each

from high schools

Mayor Frank

Niles Rosenquist

Becky Hittner

Jim Daniels

Wayne Trockman

Judy Burns

Alice James

Ralph Brown

Rep. Dennis Avery -

Larry Miller

Jack Cunningham

Bill Gilles

Jerry Fruth

Ruby McGlown

Sen. Greg Server

Gail

Gail Riecken

Dan Engelbrecht

Mike Biggerstaff

Shirley James

Steve McCallister

Bob Rothschild

Tim Henning

John Koch

#### BID OPENING

| DATE:     | APRIL 12, 1993   |                       |
|-----------|--|-----------------------|
| ITEM:     | AUTOMATED DOCUMENT RECORDING SOFTWARE, ETC. FOR COUNTY REC |                       |
|           | Bidder   | Amount                |
| Cameo     | STWARE SLUTIONS, INC.                                      | -NOBID-               |
| TRUFESSI  | UNAL GONT RESEARCH SOLUTIONS, INC.                         | \$29,400°             |
| Busin     | ess Romards Card.  | \$2,24 (Per DOCUMENT) |
| S1570     | ns + Computer Technology                                   | \$48,625              |
| ATE       | K INFORMATION SORVICES, INC.                               | ×14,650 °             |
|           |  | ·                     |
|           |  |                       |
|           |  |                       |
|           |  |                       |
|           |  |                       |
|           |  |                       |
| A COUT ON | I MAVEN.   |                       |
| ACTION    | TAKEN:   |                       |
|           |  |                       |
|           |  |                       |

|                             | OFF PREMIS       | SE COUNTY OFFICES             |                 |           |
|-----------------------------|------------------|-------------------------------|-----------------|-----------|
| OFFICE                      | CURRENT<br>LINES | CURRENT<br>IN BELL<br>BILLING | CENTREX<br>RATE | Charles ! |
| PERRY TRUSTEE               | 1                | \$ 50.00                      | \$ 26.64        | (:        |
| AUDITORIUM                  | 4                | \$ 200.00                     | \$ 87.68        |           |
| COUNTY ENGINEER             | 3                | \$ 150.00                     | \$ 70.48        |           |
| BURDETTE                    | 4                | \$ 200.00                     | \$ 87.68        |           |
| COUNTY CORONER              | 4                | \$ 200.00                     | \$ 87.68        |           |
| COUNTY GARAGE               | 3                | \$ 150.00                     | \$ 70.48        |           |
| WIC                         | 2                | \$ 100.00                     | \$ 53.28        |           |
| WELL CHILD                  | 6                | \$. 300.00                    | \$ 122.08       |           |
| DRUG & ALCOHOL              | 3                | \$ 156.09                     | \$ 70.48        |           |
| CITY HEALTH                 | 1                | \$ 49.57                      | \$ 26.64        |           |
| CHILD PROTECTION            | 1                | \$ 50.00                      | \$ 26.64        |           |
| WEIGHTS AND<br>MEASUREMENTS | 1                | \$ 50.00                      | \$ 26.64        |           |
| YOUTH DIVISION<br>TRAINING  | 1                | \$ 50.00                      | \$ 26.64        |           |
| FAMILY AND CHILDREN         | 3                | \$ 150.00                     | \$ 70.48        | ١         |
| *SHERIFF                    | 15               | \$ 396.32                     | \$ 336.32       |           |
| *COURTS                     | 28               | \$ 679.80                     | \$ 567.80       |           |

<sup>\*</sup> Represents existing Indiana Bell Centrex Service.

#### SUMMARY

- \* New equipment for City/County offices.
- \* Choice of servicing vendors.
- \* Disaster recovery/contingency planning.
- \* Networking off Premise City/County offices.
- \* Rate stabilization.
- \* Cost control.
- \* Cost advantage to Evansville Vanderburgh School Corporation.
- \* Substantial cost reduction.

\$ 6,037.82

\$ 6,915.22

\$ 9,513.94

\$ 2,598.72

\$ 31,184.64

\$311,846.40

#### Vanderburgh County Offices

#### **COST ANALYSIS**

| <b>EXIS</b> | TING | COST |
|-------------|------|------|
|             |      |      |

**TOTAL** 

Existing monthly

Savings Monthly

Annually

10 Year

Civic Center Complex

| Off Premise Locations 91 Existing Centrex/Business Lines     |             | \$ 3,476.12                    |   |
|--|-------------|--------------------------------|---|
| TOTAL MONTHLY  |             |                                | \$ 9,513.94                                   |
|  | *MONTHLY    | *MONTHLY<br><u>WITH PREPAY</u> | *MONTHLY WITH PREPAY INSTALLATION & EQUIPMENT |
| PROPOSED 411-Civic Center 91-Existing Centrex Business Lines | \$ 4,639.25 | \$ 3,798.31                    | <b>\$ 4,495.06</b>                            |
| Network charges  | \$ 2,420.16 | \$ 2,420.16                    | \$ 2,420.16                                   |

\$ 6,218.47

\$ 9,513.94

\$ 3,295.47

\$ 39,545.64

\$395,456.40

\$ 7,059.41

\$ 9,513.94

\$ 2,454.53

\$ 29,454.53

\$294,543.60

Ameritech Information Systems

#### Evansville City/County Offices

#### **COST ANALYSIS**

| EXIS | HT?    | NG | CO     | ST           |
|------|--------|----|--------|--------------|
|      | , , ,, | 10 | $\sim$ | $\mathbf{v}$ |

| EXISTING COST                            |                     |
|--|---------------------|
| Civic Center Complex                     |                     |
| DID Trunks 39 @ \$89.90 each             | \$ 3,506.10         |
| TFC Combination Trunks 37 @ \$64.95 each | \$ 2,392.05         |
| ND 4's 20 number blocks 50 @ \$4.35 each | \$ 217.50           |
| 11 Business lines 11 @ \$50.00           | \$ 550.00           |
| Maintenance \$38,789.00 annual           | \$ 3,232.42         |
| TOTAL                                    | \$ 9,898.07/monthly |
| Off Premise Locations                    |                     |
| 299 Existing Centrex/Business lines      | \$10,620.66         |
| 180 Existing Centrex Lines               | •                   |
| 119 Business Lines                       |                     |
| TOTAL MONTHLY                            | \$20,518.73         |
|  |                     |

\*MONTHLY WITH PREPAY \*MONTHLY **INSTALLATION &** \*MONTHLY WITH PREPAY **EQUIPMENT PROPOSED** 673-Civic Center 299-Existing Centrex **Business Lines** \$ 8,908.00 \$ 7,626.00 \$ 8,751.00 Network charges \$ 6,244.08 \$ 6,244.08 \$ 6,244.08 Maintenance \$ 637.00 \$ 637.00 \$ 637.00 **TOTAL** \$ 15,789.08 \$ 14,507.08 \$ 15,632.08 Existing monthly \$ 20,518.73 \$ 20,518.73 \$ 20,518.73 Savings Monthly \$ 4,729.65 \$ 6,011.65 \$ 4,886.65 \$ 56,755.80 Annually \$ 72,139.80 \$ 58,639.80

\$721,398.00

\$586,398.00

\$567,558.00

Ameritech Information Systems

10 Year

#### SUCCESSFUL IMPLEMENTATION

April 30th

Centrex Agreement completed

June 30th

Complete station surveys

July 15th

Complete off Premise Line surveys

September 1st

Completion of Directory Listings

October 30th

Completion of Centrex Order

Document

December 4th

Central Office Conversion

December 18th

Earliest City/County Centrex cutover

#### Vanderburgh County Engineering Department

Agenda for April 12, 1993

| 1. | Red Bank Road Railroad Crossing Agreement — DH/P/  |
|----|--|
| 2. | Heckel Road Bridge Consultant Interviews pr/ Did  Bernardin, Lochmueller and Associates Fink, Roberts and Petrie United Consulting Engineers |
| 3. | Road Paving List —   |
| 4. | Speed Limit Signs - appil. Joing on Council Call for 3,000 (De )   |
|    | Council Call Request: DAIPT  a. Appropriation Burkhardt Road RR Crossing (\$9,000)   |

b. Transfer \$21,170.19 from Bridge 2, 169, and 55 to Vogel Road Bridge 2115
c. Transfer \$10,485.14 from Bridge 75 to Columbia/Delaware Bridge #1C

7

#### DATA PROCESSING REVIEW BOARD

# NOTICE OF CANCELLATION OF MEETING AND CHANGE OF MEETING DATE

April 13, 1993

NOTICE IS HEREBY GIVEN that the Data Processing Review Board of The City of Evansville and Vanderburgh County, Indiana has cancelled their Tuesday, April 13, 1993, meeting.

All future meetings of the Data Processing Review Board will be held on the fourth Tuesday of the month at 8:00 A.M. in room 303, Civic Center Complex, Evansville, Indiana.

Dated this 2nd Day of April 1993.

DATA PROCESSING REVIEW BOARD OF THE CITY OF EVANSVILLE AND VANDERBURGH COUNTY, INDIANA

Art Gann, Chairman
Marsha Abell
Steve Bagbey
Leslie Blenner
Fred Dormeier
Ray Hamner
Sam Humphrey
Bettye Lou Jerrel
J. Douglas Knight
Gene Koch
Stan Levco
Mike Russ
Betty Knight Smith

## Veterans Council of Vanderburgh County Indiana, Inc.

300 Court St., P.O. Box 3764 Evansville, Indiana 47736-3764 [812] 424-5879 422-2467 FAX 424-5879

April 6, 1993

Vanderburgh County Board of Commissioners 305 Administration Building Civic Center Complex Martin Luther King Boulevard Evansville, Indiana 47708

Dear Commissioners:

This is to inform you that, should the County Commissioners choose to put the parking lot at the rear of the Coliseum into the charge of the Veterans Council, the Council will continue as it has been, to be responsible for the day-to-day maintenance of the lot, including pickup of debris on a regular basis and snow removal during the winter months.

The Veterans Council requests the parking spaces abutting the rear of the building, numbering ten in all, be reserved for permit parking for our staff.

Should the need arise to close off the parking lot for a show venue at the Coliseum, the Veterans Council will notify the Commissioners at least two (2) weeks in advance, so that the public can be advised in due time.

Thank you in advance for your consideration in this matter.

Y

Sincerely,

L. O. Montgomery,

LOMartgomer,

Commander,

Veterans Council of Vanderburgh County, Inc.

LOM/bj



### CITY OF EVANSVILLE

#### OFFICE of CITY CLERK

314 CIVIC CENTER COMPLEX EVANSVILLE, INDIANA 47708 (812) 426-5486

® 🗫 I

FRANK F. McDONALD II MAYOR MARSHA ABELL CITY CLERK

April 2, 1993

Board of Commissioners of the County of Vanderburgh 305 Administration Building Civic Center Complex Evansville, Indiana 47708

Attention: Richard J. Borries

President

Re: Coliseum Parking Lot

Dear Rick:

This will acknowledge receipt of your letter of March 31, 1993, in reference to the above. I currently have one parking officer off on vacation and scheduled to return to work on April 12, 1993. As soon as we are back to full force, Bob Toon will be available to begin removing the parking meters. In the meantime, I have instructed him to cover the meters with bags to allow for free parking as per your instructions. I assume that you want only the meters removed and not the poles as they would leave a hole in the pavement. If this is not the case, please advise and I will so instruct Mr. Toon.

Yours truly,

Marsha Abell
Marsha Abell

MA/me

## INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We make Indiana a cleaner, healthier place to live



105 South Meridian Street P.O. Box 6015 Indianapolis, Indiana 46206-6015 Telephone 317-232-8603 Environmental Helpline 1-800-451-6027

March 29, 1993

VIA CERTIFIED MAIL - P323-805-436

Mr. Richard Borries, President Vanderburgh County Commissioners Room 305 Civic Center Complex Evansville Indiana, 47708

Mr. Borries:

Re: Treatability Report
Vanderburgh County
Highway Garage
Site Remediation
Evansville, Indiana
IND 98093868

On December 22, 1992, the Indiana Department of Environmental Management (IDEM) received the Treatability Report dated October 15, 1992. Upon review for technical adequacy, the report was found to be inadequate for container storage area remediation purposes.

The Treatability Report, dated October 15, 1992, only dealt with the impact of the petroleum underground storage tanks (USTs) on most of the garage area, and the proposed measures for remediation. The Vanderburgh County Highway Department must address any contamination attributed to the container storage area per the Agreed Order, Cause No. 82C01-9004-CP-2276. The Office of Solid and Hazardous Waste Management (OSHWM) feels it is in the best interest of Vanderburgh County Highway Garage to keep the container storage and the UST remediation separate. If OSHWM were to address any impact from the UST, the stricter regulations of 40 CFR 265, Interim Status

An Equal Opportunity Employer Printed on Recycled Paper Standards for Owners and Operators of Hazardous Waste Treatment, Storage, and Disposal Facilities, would have to be adhered to, as opposed to 40 CFR 280, Technical Standards and Corrective Action Requirements for Owners and Operators of Underground Storage Tanks (UST).

Therefore, Vanderburgh County Highway Department should forward the Treatability Report to:

Ms. Ann D. Black, Chief
Leaking Underground Storage Tank Section
IDEM
Office of Environmental Response
105 S. Meridian St.
P.O. Box 6015
Indianapolis, IN. 46206-6015

The Vanderburgh County Highway Garage must determine the extent of impact that the stored drums had on the container storage area and remediate the contaminated soil. Based on the list of wastes stored in the container storage area, the parameters of interest should be volatile organic compounds (VOC's) minus the constituents of diesel fuel (see NOD). The clean up level would be practical quantitation limits, based on SW-846.

The enclosed Notice of Deficiency (NOD) outlines items that should be addressed in developing a sampling/remediation plan for the container storage area. The container storage sampling/remediation plan must be submitted to the IDEM for review. The information requested must be received by this office within sixty (60) days of receipt of this letter.

If you have any questions concerning this matter, please contact Mr. Martin Gaughan at 317/232-4534.

Sincerely,

Victor P. Windle, Chief

Plan Review and Permit Section

Hazardous Waste Management Branch Solid and Hazardous Waste Management

MGG

cc: Mr. Hak Cho, U.S. EPA Region V

Mr. Lloyd Wilkinson, IDEM
Ms. Aubrey Sherif, IDEM
Ms. Ann Black, IDEM
Mr. Darren L. Helms, Donan Engineering Co., Inc

# Notice of Deficiency Treatability Report Vanderburgh County Highway Department Evansville, Indiana IND 980903836

- 1. Indicate that the vertical and horizontal extent of contamination will be determined. The vertical extent of contamination is determined when two consecutive samples meet the cleanup level.
- 2. The cleanup level is 1ppm volatile organic compounds detected by SW-846 method 8240 as indicated in the June 1990 Sampling and Analysis Plan. The volatile organic compounds (VOC's), minus hydrocarbons associated with the underground storage tanks are the parameters of concern for the container storage area. The VOC's that may be present due to the diesel fuel are xylene, benzene, ethylbenzene, and toluene.

The underground storage tanks and related contamination should be addressed by the Underground Storage Tank program.

- 3. Alternate cleanup levels can be proposed and submitted to IDEM for approval, based on a complete health based risk assessment.
- 4. The treatment of soils from the hazardous waste storage area, by the asphalt process, must be performed by a permitted treatment, storage, and disposal facility based on 40 CFR 266.21 and 262.10, NOTE 2.
- 5. Indicate that soils that are remediated with ex-situ bioremediation will be remediated in tanks and containers less than 90 days, pursuant to generator standards, 40 CFR 262. Otherwise, the facility would create a new hazardous waste unit, which would be subject to closure.
- 6. Indicate how the soil that is to be remediated by bioremediation will be sampled. Indicate the location and number of samples to confirm that the soil meets the cleanup level.
- 7. Indicate that the successful remediation of soils will be determined by laboratory analysis of a minimum of two samples per batch. Indicate that soil cleanup levels listed in comment number 2 will be used to indicate that soils have been remediated.
- 8. Indicate that analytical reports submitted to the IDEM will include signed chain-of-custody forms, analytical results, analytical methods used, practical quantitation limits (PQLs), sampling dates, analysis dates, and quality control (QC) results. These requirements are needed to validate data.





The Rehabilitation Center 3701 Bellemeade Avenue Evansville, IN 47714 (812) 479-1411 Fax (812) 474-2351 TDD Relay (812) 425-2841

# ADA SOLUTIONS THE REHABILITATION CENTER EVANSVILLE, INDIANA

# CONTRACT FOR PROFESSIONAL SERVICES

SUBMITTED TO THE
VANDERBURGH COUNTY COMMISSIONERS
EVANSVILLE, INDIANA

**APRIL 12, 1993** 

#### TITLE II - STATE AND LOCAL GOVERNMENTS

Title II of the ADA prohibits discrimination against persons with disabilities in all services, programs, and activities provided or made available by state or local governments. Unless otherwise specified, these requirements went into effect on January 26, 1992.

Title II of the ADA extends the nondiscrimination requirements of Section 504 of the Rehabilitation Act of 1973 to the activities of <u>all</u> state and local governments, regardless of whether they receive federal financial assistance.

#### SELF-EVALUATION

All state and local governments <u>must</u> do a self-evaluation of their current services, programs, and activities, and review all their policies and practices, and the effects thereof, that do not or may not meet the requirements of the ADA.

ADA Solutions Services: Implementation of self-evaluation procedures to include public notice, community input, designation of responsible employees, and internal grievance procedures.

#### TRANSITION PLAN

A transition plan addresses the structural changes that must be made to state and local government facilities. Unlike the self-evaluation requirement, which applies to all state and local governments, the transition plan requirement applies only if structural changes are needed to achieve program access, and if the state and local government has 50 or more employees. All structural changes that need to be made to provide program access must be made by January 26, 1995, but in any event as expeditiously as possible.

ADA Solutions Services: Implementation of transition plan procedures to include community input committee and drafting of transition plan.

#### PROGRAM ACCESSIBILITY

ADA Solutions Services: All Vanderburgh County programs will have been surveyed under Self-Evaluation to ascertain whether or not they are accessible to persons with disabilities. Each survey will have considered structural accessibility, communications, and signage under the Americans with Disabilities Act Accessibility Guidelines (ADAAG), as well as eligibility requirements, staff training, integration, community resources, and alternate formats. ADA Solutions will develop internal policies and procedures to assure ADA compliance.

Fee.....\$15,000.00

#### ADMINISTRATIVE COMPLAINT PROCESS

ADA Solutions Services: Implementation of procedures outlining complainants' rights and designated agencies' responsibilities in the administrative complaint process to include complaint format, investigative process, informal resolution, Letter of Findings, voluntary compliance agreement, filing of lawsuits, and voluntary alternate dispute resolution.

Fee....\$750.00

#### TRAINING

Staff training is essential to assure ongoing compliance with the regulations and the spirit of the ADA. Training sessions will be conducted with County staff on topics including:

- Applicants with disabilities

Determining reasonable accommodationsDealing with applicant and employee complaints

- Disability awareness

Fee.....\$100.00 hour

| FOR THE REHABILITATION CENTER:        |       |
|---------------------------------------|-------|
|                                       | DATE: |
| TYPED/PRINTED NAME: RAYMOND P. RAISOR |       |
| TITLE: PRESIDENT                      |       |
| FEDERAL IDENTIFICATION #: 35-1087526  |       |
| FOR THE COUNTY:                       |       |
|                                       | DATE: |
| <b>अ</b> ग्याम् इक                    | DATE: |

# VANDERBURGH COUNTY HIGHWAY DEPARTMENT PROGRESS REPORT Friday, April 2, 1993 thru Thursday, April 8, 1993

#### Friday, April 2, 1993

Trash crew worked on Burkhardt and Pollack Ave.
The Gradall and one crew ditched on Korff Road.
Tiger Mower and two tree crews worked on Hillview Road.
Three crews hauled rock.
Garage - one crew worked on offices and one crew washed trucks.

#### Monday, April 5, 1993

One crew and the Gradall ditched Korff Road.
Tiger Mower and one tree crew worked on Hillview and Buente Road.
Trash crew worked on Burkhardt and Old Boonville Hwy.
Two rock crews and the Grader rocked and graded Schissler and Eisterhold Rd.
Second tree crew worked on Schissler Road and Schute Rod.
Garage - one crew worked on offices, one crew washed trucks and one crew ran barricades.

#### Tuesday, April 6, 1993

Gradall and one crew ditched and placed pipe at 5815 Mesker Park and placed driveway culvert at 4601 Happe Road.

Patch Crews --two crews worked on Old Henderson, Bayou Creek and Dixie Flyer Rd.

Grader and three rock crews graded and rocked Schissler, Eisterhold and Graveyard Rd.

Tiger Mower and two tree crews worked on Hillview and Buente Rd.

Garage - one crew removed plows, cleaned trucks, and one crew worked on new offices.

#### Wednesday, April 7, 1993

Patch crews - two crews worked on Stringtown Road Bridge, St. Joe Ave., and various work orders.

Trash crew worked at various locations throughout the county.

Grader and two rock crews rocked and graded Dissel Road, Sensmeier and Outer Darmstadt Road.

The Gradall and one crew installed field culvert on Owensville road.

Tiger Mower and one tree crew worked on Buente Road.

Garage - one crew cleaned yard, moved equipment for auction, and removed spreaders, and one crew worked on new offices.

#### Thursday, April 8, 1993

Two trash crews worked in various locations throughout the county. The Gradall and one crew ditched on Korff Poad.

Gradall and two crews rocked and graded Outer Darmstadt and Hilltop Road.

Garage - one crew cleaned yard, moved equipment for auction, one crew worked on new offices and one crew ran barricades.

# VANDERBURGH COUNTY BRIDGE CREW PROGRESS REPORT Friday, April 2, 1993 thru Thursday, April 8, 1993

#### Friday, April 2, 1993

Crew #1 and the Backhoe installed curved guardrail on Woods Avenue, straightened guardrail on Marx Road and worked on Berry Court.

Crew #2 - took down barricades on Lexington and sawed road, cleaned and washed truck.

#### Monday, April 5, 1993

Crew #1 - cleaned drains, culverts, and bridges in Northeast subdivisions.
Crew #2 - repair aluminum guardrail on Burkhardt Bridge by Hersch Road, clean bridges and culverts.

#### Tuesday, April 6, 1993

Crew #1 - installed ditch tile at 5815 Mesker Park and driveway culvert at 4601 Happe Road.
Crew #2,#3, and Backhoe - repaired Lexington Ave.

#### Wednesday, April 7, 1993

Crew #1 & Backhoe - put duracrete on Oakhill Road Bridge.

Crew #2 - installed field culvert on Owensville Road, repaired drain grate for Lexington Ave, and helped on Oak Hill Bridge.

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#### Thursday, April 8, 1993

Crew #1 - clean all culverts and bridges on newman Road, Adler Road and Stacer Road.

Crew #2 - clean pipe on Elm St. and Woods.

Crew #3 - Worked in the garage cleaning tools and oiling them.

#### GENERAL CERTIFICATE OF COUNTY

| STATE OF INDIANA      | )    |
|-----------------------|------|
|                       | ) SS |
| COUNTY OF VANDERBURGH | )    |

We, the duly elected or appointed, qualified and acting undersigned officials of the County of Vanderburgh, Indiana (the "County"), hereby certify that:

- 1. The County is a political subdivision of the State of Indiana created and existing as such under the constitution and laws of the State of Indiana.
- 2. The foregoing transcript to which this certificate is attached contains full, true and correct copies of all proceedings had by the Board of Commissioners of the County and the County Council relating to the approval of the Evansville-Vanderburgh Airport Authority Airport Revenue Bonds of 1993 (the "Bonds"), referred to in Ordinance No. 142 contained in this transcript and a full, true and correct copy of the Lease Agreement, dated April 13, 1992, between the Evansville-Vanderburgh Airport Authority and the County (the "Lease"). All of these proceedings have been duly recorded in the proper permanent records of the County, and have been signed by the proper officials of the County.
- 3. All actions taken by the County concerning the Bonds and the Lease were taken at meetings open to the public with respect to which the County complied in all respects with I.C. 5-14-1.5. Notice of the meetings was given in accordance with I.C. 5-14-1.5. No such actions were taken by secret ballot or by reference to agenda number or item only. If an agenda was used it was posted at the entrance to the meeting room prior to the meeting. Memoranda

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were kept during the meeting and made available as required by I.C. 5-14-1.5. No executive sessions were held except those permitted by I.C. 5-14-1.5-6.1. Notices of meetings of the County Council were given in accordance with IC 36-2-3-7.

- 4. There is no litigation pending or in any wise threatened in any way questioning the validity of the Bonds referred to in the foregoing transcript, or questioning any of the proceedings had relating to the authorization, issuance and sale of the Bonds, the execution of the Lease or the performance of the County's obligations under the Lease or to the construction of the Authority's project referred to in the foregoing transcript, or to the collection of property taxes to pay rentals under the Lease.
- 5. In order to preserve the exclusion from gross income of interest on the Bonds under federal law and as an inducement to purchasers of the Bonds, the County represents, covenants and agrees that:
- (a) No person or entity, other than the County, the Authority or another state or local governmental unit, will use proceeds of the Bonds or property financed by the Bond proceeds other than as a member of the general public. No person or entity other than the County, the Authority or another state or local governmental unit will own property financed by Bond proceeds or will have actual or beneficial use of such property pursuant to a lease, a management or incentive payment contract, an arrangement such as take-or-pay or output contract or any other type of arrangement that differentiates that person's or entity's use of such property from the use by the public at large.
- (b) No portion of the payment of the principal of or interest on the Bonds will be (under the terms of the Bonds, the Lease or any underlying arrangement), directly or indirectly,

- 2 -

IDD05296/CJF

- (i) secured by any interest in property used or to be used for a private business use or payments in respect of such property or (ii) derived from payments (whether or not to the County or the Authority) in respect of such property or borrowed money used or to be used for a private business use.
- (c) No Bond proceeds will be loaned to any entity or person other than a state or local governmental unit. No Bond proceeds will be transferred, directly or indirectly, or deemed transferred to a nongovernmental person in any manner that would in substance constitute a loan of the Bond proceeds.
- (d) The County will not take any action nor fail to take any action with respect to the Bonds that would result in the loss of the exclusion from gross income for federal income tax purposes of interest on the Bonds pursuant to Section 103 of the Code, nor will it act in any other manner that would adversely affect such exclusion.
  - (e) The Bonds are not private activity bonds as defined in Section 141 of the Code.

IN WITNESS WHEREOF, we have signed our names and impressed the corporate seal of the County this \_\_\_\_\_\_\_ day of March, 1993.

- 4 -

Signature
Richard J Bozzies Commissioner
Richard July
Commissioner
Richard J Bozzies Commissioner
Richard J Hun le Commissioner
Auditor

(Seal)

IDD05296/CJF

# /anderburgh County Engineering Department

715-A Locust Street - Evansville, Indiana 47708 Telephone: (812)424-9603

To:

**Rick Borries** 

Pat Tuley

Don Hunter

John Stoll

**Speed Limit Signs** 

April 12, 1993

In order for the speed limit signs on Vanderburgh County Roads to conform with the speed limit ordinance that was recently revised, it is estimated that 120 new speed limit signs will be needed. According to Mr. Jerry Hays of the Traffic Engineering Department. it is estimated that this will cost approximately \$3,000. Mr. Hays also stated that the County's portion of the funding for his department is for routine sign requests, not for special requests for large numbers of signs. As a result, this large number of speed limit signs was not included in the budget for Mr. Hays' department. Therefore, in order for the proper speed limit signs to be installed so that the speed limits can be enforced by the Sheriff's Department, it appears that the County will have to provide the Traffic Engineering Department with additional funds. The \$3,000 would only cover the signs on the main thoroughfares, not streets within residential subdivisions. The speed limit signs on streets within subdivisions would be installed only as they are requested by residents of the subdivisions.

If you would like me to proceed with the installation of these signs, then I am requesting your approval to go before County Council to get the funding in place to have theses signs ordered by the Traffic Engineering Department. Thank you for your assistance.

Date:

March 29, 1993

TO:

Rick Borries

FROM:

Art Gann, Chief of Police

SUBJECT:

Operation Lifesaver

This is the information that they gave us on the Railroad Safety program.

Use Can appender for 4-18

Market of 12-2-14-18

# PRESS RELEASE -for immediate release



THOMAS W. KINSER
STATE COORDINATOR

#### MAYOR DECLARES OPERATION LIFESAVER WEEK--HAMMOND DESIGNATED AS OPERATION LIFESAVER COMMUNITY

Hammond, Indiana -- Every 90 minitues in the United States a vehicle and a train collide. To call attention to these prevalent yet entirely preventable tradgedies, Mayor Duane W. Dedelow Jr. is designating the Week of March 1, 1993 to be Operation Lifesaver Week in the City of Hammond. The Mayor will be issuing a proclamation on March 1, 1993 at a Press Conference scheduled for 9:00 a.m. in the Hammond City Hall. Several dignataries have been invited to this important press conference. Included in this roster are Mayor Dedelow, Police Chief Bobowski, State Senator Frank Mrvan, State Representatives John Matonovich and Ronald Tabczynski, Representatives from CSX Transportation, Consolidated Rail Corporation, Chicago-South Shore and South Bend Railroad, Harbor Belt Rail Road, AMTRAK, Northern Indiana Commuter District and Norfolk Southern Corporation and Thomas Kinser-State Coordinator. Indiana Operation Lifesaver.

During this Operation Lifesaver Week educational information will be provided to Hammond's motoring public by the Hammond Police Department and police officers representating the various rail roads at selected highway-rail grade crossings.

Thomas Kinser, State Coordinator, Indiana Operation Lifesaver will be announcing during the press conference on March 1, 1993 in Hammond, Indiana that the City of Hammond will be designated as an indiana Operation Lifesaver Community. For more information, contact Thomas Kinser, Indiana Operation Lifesaver at 317-267-4357 or Sgt. John Pohl of the hammond Police Department at 219-853-6481.

Press Packets will be made available at the Press Conference

END

31 EAST GEORGIA STREET - INDIANAPOLIS. INDIANA 46204 - 317-267-HELP

#### WHAT MOST AMERICANS DO NOT KNOW

- \* In 1991, 565 people were killed and 1,923 seriously injured in 4,861 highway-rail grade crossing collision.
- \* About every 90 minitues a vehicle-train crash occurs.
- \* Two motorists are killed daily in vehicle-train collisions.
- \* A motorist is 11 times more likely to die in a vehicle-train crash than in other motor vehicle accidents.
- \* More people die in highway-rail crashes each year than in airplane crashes.
- \* Over 50 percent of grade crossing collisions occur at crossings where active warning devices exist.
- \* Most vehicle-train crashes occur at grade crossings within 25 miles of the motorist's home.
- \* Trains cannot stop quickly:

150-car freight train approximate stopping distance:

30 mph = 3,537 feet or 2/3 of a mile

50 mph = 7,920 feet or 1 1/2 miles

8-car passenger train approximate stopping distance:

60 mph = 3.500 feet or 2/3 of a mile

80 mph = 6,000 feet or more than a mile.

AT THE CROSSING, LOOK LISTEN... AND LIVE!

## INDIANA OPERATION LIFESAVER GRADE CROSSING SAFETY RADIO/TV COPY

:10 Radio/TV Copy

ANNOUNCER: When

When its a tie between a car and a train, the train always wins. Indiana Operation Lifesaver urges you to ...Look, Listen and Live.

Call 317-267-HELP for more information.

: 15 Radio/TV Copy

ANNOUNCER:

Every 90 minitues a vehicle and train collide in the United States. A train cannot stop quickly and when you race a train, you race with death. At the crossing, be responsible for yourself and your passengers...Look, Listen and Live. Call Indiana Operation Lifesaver at 317-267-HELP.

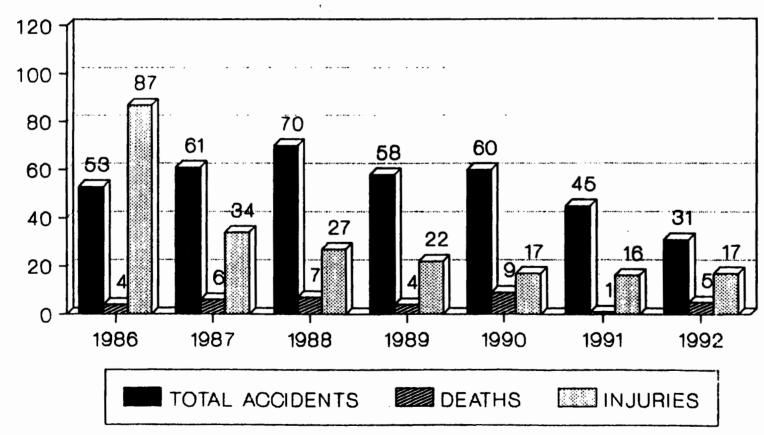
:15 Radlo/TV Copy

ANNOUNCER:

Maybe you don't have time to wait, maybe the train appears to be going slow, maybe the driver in front of you did it. Go ahead... Maybe you can beat the train... then again, Maybe You're Dead Wrong!

For more grade crossing safety information call Indiana Operation Lifesaver at 317-267-HELP.

## LAKE COUNTÝ HIGHWAY-RAIL ACCIDENTS 1986-1992



FRA STATISTICS-1992 is Preliminary

#### INDIANA OPERATION LIFESAVER QUESTION/ANSWER PRIMER

WHAT IS OPERATION LIFESAVER? Indiana Operation Lifesaver is a non-profit public information and education program dedicated to reducing crashes, injuries and fatalities at highway-rail grade crossings.

Operation Lifesaver is a nationwide effort with active programs in 49 states and Canada with a national office near Washington, D.C.

HOW LONG HAS THE PROGRAM BEEN AROUND? Operation Lifesaver was established in 1972 by the Union Pacific Railroad. The program has since spread to 49 states and Canada. Over the last two decades the program has contributed significantly to reducing the national grade crossing crash and casualty averages by over 50 percent. In 1989 a national support office was established near Washington, D.C. to help coordinate the message and mission of autonomous state Operation Lifesaver programs.

Indiana Operation Lifesaver has been in existence since 1980. Originally the program was staffed part-time by a representative from the Division of Traffic Safety, Indiana Department of Transportation. In 1990, it was decided that Indiana's highway-rail grade crossing problem warranted full-time attention and Indiana Operation Lifesaver was reorganized as a separate non-profit agency and a full time state coordinator was hired.

HOW SERIOUS A PROBLEM ARE VEHICLE-TRAIN CRASHES? Most people are unaware how frequently crashes at highway-rail grade crossing intersections occur. While highway-rail grade crossing crashes have been reduced by 50 percent since the Operation Lifesaver program was established in 1972, vehicle-train crashes still occur far too frequently. In 1991, statistics compiled by the Federal Railroad Administration indicate 565 people were killed and another 1,923 injured in 4,861 vehicle-train crashes.

A vehicle and train collide somewhere in the United States approximately very 90 minutes. What is most devastating is that a motorist is 11 times more likely to die in a vehicle-train crash than in other types of highway accidents.

WHAT ABOUT INDIANA? Indiana ranks fourth nationally in the number of people killed and total crashes at highway-rail grade crossings. Statistics from the Federal Railroad Administration indicated that in 1991, 30 persons were killed in the State of Indiana. An additional 97 were injured from 275 crashes--and this was Indiana's best year to date.

Indiana ranks eighth as a pedestrian/trespasser casualty state. Tragically an additional 26 persons lost their lives and another 28 persons were injured while walking or biking along Indiana's railroad tracks.

Indiana's statistics are improving, but still too many lives are lost when you consider that highway-rail grade crossing crashes are totally preventable!

why aren't there GATES AND LIGHTS AT EVERY CROSSING? Most people think that gates and lights are the answer to preventing tragedies at grade crossings. Unfortunately these active warning devices often aren't enough because drivers sometimes choose to disregard them; in fact in Indiana over half of all vehicle-train crashes occur at crossings where active warning devices exist.

Some crossings, where vehicular traffic is light, may only have one or two trains per week. At these crossings it is not cost-effective to install gates or lights.

AREN'T GRADE CROSSINGS THE RAILROADS RESPONSIBILITY? Because the grade crossing is where two modes of transportation intersect, railroads share responsibility with state and local governments and private groups and citizens. In Indiana a request to improve a grade crossing must be originated by the local governmental entity. That request must be directed to the Indiana Department of Transportation. The request is then ranked with all other similar requests. If the request ranks high enough by the department's criteria then the appropriate railroad company is contacted. In general the state uses federal monies with local match to pay for the improvements and then the railroad maintains the improvements. It should be noted that in Indiana it may take as long as three years for the requested improvement to be made once it is initially approved by the Indiana Department of Transportation.

ISN'T OPERATION LIFESAVER A RAILROAD PROGRAM? While Operation Lifesaver was established by a railroad it has evolved into a broad-based coalition of the nation's railroads, Federal, state and local transportation and safety agencies and numerous public and private organizations with interest in grade crossing safety. It is important to note that in most circumstances it is the motorist as a highway user who will benefit from heeding warning signs at crossings.

HOW IS OPERATION LIFESAVER FUNDED? Indiana Operation Lifesaver is funded through contribution from both public and private organizations and individuals. Indiana has a tiered membership program that includes corporations, non-profit corporations and individuals. As a 501 C(3) non-profit, philanthropic organization donations may be tax deductible. Operation Lifesaver Inc., the national support and referral center is also a 503 C(3) organization and is funded by Federal grants and organizational contributions.

WHAT IS THE GOAL OF OPERATION LIFESAVER? THE ULTIMATE GOAL OF INDIANA OPERATION LIFESAVER IS TO CONTINUE REDUCING CRASHES AND CASUALTIES AT HICHWAY-RAIL GRADE CROSSINGS UNTIL THEY BECOME OBSOLETE!

| Warrant No                                   | I hereby certify that the for which charge is ma    |                       |                          |                          |                         |   |  |
|--|---|-----------------------|--------------------------|--------------------------|-------------------------|---|--|
| Claim No                                     | every item has been                                 |                       |                          |                          |                         |   |  |
| Date   |   |                       |                          |                          |                         |   |  |
| Vendor No IN FAVOR OF  Vendor No 3490        | <i>Op</i>   | ul 7, 1982            | <u> </u>                 | Signature of Office      | Holder                  |   |  |
| \$ 88,000.00                                 | I have examined the v                               | within claim and he   | preby certify as follows | :                        |                         |   |  |
| ON ACCOUNT OF APPROPRIATION  Dept. Fund Name | That it is in proper form authority; that it is app |                       |                          | law; that it is based up | on contract / statutory |   |  |
| Account No. 216-4827                         |   | 1                     |                          | Auditor                  |                         |   |  |
| Allowed 19                                   | COST DISTRIBUTION — TO BE COMPLETED BY DEPARTMENT   |                       |                          |                          |                         |   |  |
| In the sum of \$                             | INVOICE NO.   | PURCHASE<br>ORDER NO. | INVOICE DATE             | ACCOUNT NO.              | AMOUNT PAID             |   |  |
| Jahrel July                                  | CP-2094   |                       | 2/3/93                   | 216-4827                 | _88,000                 |   |  |
| Board of Commissioners                       |   |                       |                          |                          |                         |   |  |
|  |   |                       |                          |                          |                         |   |  |
|  |   |                       |                          |                          |                         | ) |  |
|  |   |                       |                          | TOTAL                    | \$8\$,000.00            | • |  |

| Warrant No   | I hereby certify that the within bill is true and correct; that the supplies and materials therein itemized and for which charge is made were ordered by me and were necessary to the public business; that each and every item has been delivered to me at prices mentioned, and was in accordance with contract, except |                       |                         |                          |                          |  |  |
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| Date   |   |                       |                         |                          | <del> </del>             |  |  |
| IN FAVOR OF  Vendor Name Given & Spindler Mgmt.                |   | 6 9.                  | <i>3</i>                | Indea ()                 | oton                     |  |  |
| Vendor No. #1867   | 7   |                       |                         | . Signature of Office    | e Holder                 |  |  |
| \$ 4,110.15  | I have examined the   | within claim and he   | reby certify as follows | <b>3:</b>                |                          |  |  |
| ON ACCOUNT OF APPROPRIATION  Dept. Fund Name <u>Auditorium</u> | That it is in proper form authority; that it is ap  |                       |                         | law; that it is based up | oon contract / statutory |  |  |
| Account No. <u>1440-3790</u>                                   |   | 1                     |                         | Auditor                  |                          |  |  |
| Allowed 19   | COST DISTRIBUTION — TO BE COMPLETED BY DEPARTMENT   |                       |                         |                          |                          |  |  |
| In the earn of \$ Dames  | INVOICE NO.   | PURCHASE<br>ORDER NO. | INVOICE DATE            | ACCOUNT NO.              | AMOUNT PAID              |  |  |
| All Sunday   | ·   |                       | 4-6-93                  | 1440-3790                | \$4,110.15               |  |  |
| Board of Commissioners   | · · · · · · · · · · · · · · · · · · ·   |                       |                         |                          |                          |  |  |
|  | · · · · · · · · · · · · · · · · · · ·   |                       |                         |                          |                          |  |  |
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|  | <del></del>   | -                     |                         |                          |                          |  |  |
|  | ·   |                       |                         | TOTAL                    | \$4,110,15               |  |  |

| Warrant No  | I hereby certify that the within bill is true and correct, that the supplies and materials therein itemized and for which charge is made were ordered by me and were necessary to the public business, that each and every item has been delivered to me at prices mentioned, and was in accordance with contract, except |   |                                     |                             |                         |  |  |  |
|---|---|---|-------------------------------------|-----------------------------|-------------------------|--|--|--|
| Date  |   |   |                                     | ·····                       |                         |  |  |  |
| Vendor No   | Ospil   | ' 7, <u>/993</u>                              | · - 8                               | A Stelf Signature of Office | Holder                  |  |  |  |
| s 17,997.54   | i have examined the wit   | thin claim and her                            | reby certify as follows             | :                           |                         |  |  |  |
| ON ACCOUNT OF APPROPRIATION  Dept. Fund Name ONTRACTUME Sus | That it is in proper form; to authority; that it is appa  | hat it is duly auther<br>rently correct / inc | nticated as required by<br>correct. | law; that it is based up    | on contract / statutory |  |  |  |
| Account No. 26-3930   |   |   |                                     | Auditor                     |                         |  |  |  |
| Allowed 19  | COST DISTRIBUTION — TO BE COMPLETED BY DEPARTMENT   |   |                                     |                             |                         |  |  |  |
| In the edm of \$ / Dames                                    | INVOICE NO.   | PURCHASE<br>ORDER NO.                         | INVOICE DATE                        | ACCOUNT NO.                 | AMOUNT PAID             |  |  |  |
| Villa Jules   | 93-1074-2250  |   | 4/1/93                              | 216-3930                    | 17,997.54               |  |  |  |
| Board of Commissioners                                      |   |   |                                     |                             |                         |  |  |  |
|   |   |   |                                     |                             |                         |  |  |  |
|   |   |   |                                     |                             | <del></del>             |  |  |  |
|   |   |   |                                     | TOTAL                       | <u>17,997.54</u>        |  |  |  |

| IN FAVOR OF NAME AND ADDRESS  W. HRMSTROW &  | I have examined the within claim and hereby certify as follows:  That it is in proper form.  That it is duly authenticated as required by law:   |
|--|--|
| 2801 S. PENNSYLVANITS  | That it is based upon statutory authority  |
| TWO IMMAPONS, IN   | That it is apparently correct.   |
| 40225-239  |  |
| The second secon | Auditor  |
| . 4635.00  |  |
| ON ACCOUNT OF APPROPRIATIO   |  |
| ACCOUNT NO. 203-4348   |  |
| PURCHASE ORDER NO.   |  |
| INVOICE NO   |  |
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|  | at prices mentioned  |
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| IN FAVOR OF NAME AND ADDRESS OUSULTING ENG.  [625 N. POST. RAP   | as follows: That it is in proper for | rm.  ticated as required by law.  contract.  statutory authority.  correct.  incorrect.  |
|--|--------------------------------------|--|
| - L. 685.00  |                                      | Audito   |
| ON ACCOUNT OF APPROPRIATION  ACCOUNT NO. 2/6-49/0  PURCHASE ORDER NO.  INVOICE NO. #34  PURPOSE Recn. GR. RIVER. R.S.  Allowed 19  In the sum of the sum o | april 7 1897 John Hell               | I certify that the within bill is true and correct; that the supplies and material itemized and for which charge is made were ordered by me and were necessary public business; that each and every item has been delivered to me at prices me and was in accordance with contract, except |

als therein ary to the nentioned.

| CLAIM No WARRANT No           | I have examined the w                   | rithin claim and hereby certify  |  |  |  |  |  |
|-------------------------------|---|--|--|--|--|--|--|
| IN FAVOR OF NAME AND ADDRESS  | as follows: That it is in proper form.  |  |  |  |  |  |  |
| UNITED CONSULTING ENG.        |   | rm.<br>ticated as required by law.   |  |  |  |  |  |
|                               | That it is based upon                   |  |  |  |  |  |  |
| 1625 N. POST DS.              | That it is apparently                   | correct.   |  |  |  |  |  |
| INDIANAPOUS IN                | I nat it is apparently                  | incorrect.   |  |  |  |  |  |
| 46219-1995                    |   | •  |  |  |  |  |  |
|                               | • | Auditor  |  |  |  |  |  |
| · <i>4,393.</i> 30            |   |  |  |  |  |  |  |
| ON ACCOUNT OF APPROPRIATION   | •                                       | <b>.</b>   |  |  |  |  |  |
| ACCOUNT NO. $2/6 - 49/0$      |   | I certi<br>ftemis<br>public<br>and wa  |  |  |  |  |  |
| PURCHASE ORDER NO.            | :                                       | certify ti<br>temized a<br>vublic bus  |  |  |  |  |  |
| INVOICE NO. #/2               | : :                                     |  |  |  |  |  |  |
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| PURPOSE RECOVER. GR. RIVER RO |   | sa; the  |  |  |  |  |  |
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| July Dulce                    |   |  |  |  |  |  |  |
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| de x una                      | <i>\$</i> 0                             |  |  |  |  |  |  |
| Commissioners County          | <b>£</b> :                              | eliv   |  |  |  |  |  |
|                               | ₹F :                                    | versed or a support  |  |  |  |  |  |
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rials therein ssary to the mentioned.

| Warrant No                                   | I hereby certify that the within bill is true and correct, that the supplies and materials therein itemized and for which charge is made were ordered by me and were necessary to the public business; that each and every item has been delivered to me at prices mentioned, and was in accordance with contract, except |                       |                                  |                          |                         |  |  |
|--|---|-----------------------|----------------------------------|--------------------------|-------------------------|--|--|
| Date   |   |                       |                                  |                          |                         |  |  |
| Vendor Name CHARUS W. Kusson  Vendor No      |   | <u>. 1993</u>         |                                  | Signature of Office      | Holder                  |  |  |
| <u>\$ 336.00</u>                             | I have examined the   | within claim and he   | reby certify as follows          | :                        |                         |  |  |
| ON ACCOUNT OF APPROPRIATION  Dept. Fund Name | That it is in proper form authority; that it is ap  |                       | nticated as required by correct. | law; that it is based up | on contract / statutory |  |  |
| Account No                                   |   |                       |                                  | Auditor                  |                         |  |  |
| Allowed 19                                   | COST DISTRIBUTION — TO BE COMPLETED BY DEPARTMENT   |                       |                                  |                          |                         |  |  |
| in the sum of \$ Danies                      | INVOICE NO.   | PURCHASE<br>ORDER NO. | INVOICE DATE                     | ACCOUNT NO.              | AMOUNT PAID             |  |  |
| The Sules                                    | # 32  |                       | 4/7/93                           | 203-3930                 | 336.00                  |  |  |
| Board of Commissioners                       |   |                       |                                  |                          |                         |  |  |
|  |   |                       |                                  |                          |                         |  |  |
|  |   |                       |                                  |                          |                         |  |  |
|  |   | <del></del>           |                                  |                          |                         |  |  |
|  |   |                       |                                  | TOTAL                    | 336.00                  |  |  |

| follows:<br>nat it is in proper for | m.<br>icated as requ  | ired by law.   |   |  |
|-------------------------------------|---|--|---|--|
| april 7 18 93 John Stall            | and was in eccerdance with contract, except   | I certify that the within bill is true and correct; that the supplies and materials itemized and for which charge is made were ordered by me and were necessary public business; that each and every item has been delivered to me at prices mer   |   |  |
|                                     | follows:<br>nat it is in proper for<br>nat it is duly authent<br>nat it is based upon | follows: nat it is in proper form. nat it is duly authenticated as requirement it is based upon at it is apparently correct. incorrect.  If the second is a second | nat it is in proper form.  I it is duly authenticated as required by law.  contract.  statutory authority.  correct.  incorrect.  I certify that the within bill is true and correct; that the public business: that each and every item has been delivered by 1  and was in accordance with contract, except  Auditor  19 73 | follows:  tat it is in proper form.  tat it is duly authenticated as required by law.  contract.  tat it is based upon  tat it is based upon  tat it is apparently  forrect.   Auditor   Auditor   Auditor   Auditor |

| IN FAVOR OF  PHOENIX CONSTANTION C. P.O. BOX 6788  | I have examined the was follows: That it is in proper for That it is duly authentiat it is based upon That it is apparently | rm.<br>ticated as requ                      | ired by law.   |
|--|---|---|--|
|  |   | •••••                                       | Auditor  |
| ON ACCOUNT OF APPROPRIATION  For Field Rauk R. Be 455  203-4385  Allowed 19  Link the sum of 8 Danier  Link Danier  Commissioners County | april 7 1893  | and was in accordance with contract, except | I certify that the within bill is true and correct; that the supplies and materials therein itemized and for which charge is made were ordered by me and were necessary to the public business; that each and every item has been delivered to me at prices mentioned. |

| Claim No   | for which charge is n  | n <mark>ade were ordered</mark> b | y me and were neces | ssary to the public but | therein itemized and<br>siness; that each and<br>with contract, except |  |  |
|--|--|-----------------------------------|---------------------|-------------------------|--|--|--|
| IN FAVOR OF  Vendor Name  SPT OF PRINTING  Vendor No. 414  SIG. 34  ON ACCOUNT OF APPROPRIATION  Dept. Fund Name ENG. EQUIP. | I have examined the within claim and hereby certify as follows:  That it is in proper form; that it is duly authenticated as required by law; that it is based upon contract / statutory authority; that it is apparently correct / incorrect. |                                   |                     |                         |  |  |  |
| Account No. 203-4429   |  |                                   |                     | Auditor                 |  |  |  |
| Allowed 19   | C  | NT                                |                     |                         |  |  |  |
| In the sum of \$ Dones   | INVOICE NO.  | PURCHASE<br>ORDER NO.             | INVOICE DATE        | ACCOUNT NO.             | AMOUNT PAID  |  |  |
| Board of Commissioners   | <u>30316</u>   |                                   | 3/93                | 203-4129                | 16.34  |  |  |
|  |  |                                   |                     |                         |  |  |  |
|  |  |                                   |                     |                         |  |  |  |
|  |  | <del></del>                       |                     | TOTAL                   | 16.34  |  |  |

# MINUTES COUNTY COMMISSION MEETING APRIL 19, 1993

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| Meeting Recessed at 6:30 p.m.; to Reconvene at 7:00 p.m. for Rezoning Hearings  |    |
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#### MINUTES COUNTY COMMISSION MEETING April 19, 1993

The Vanderburgh County Board of Commissioners met in session at 5:30 p.m. on Monday, April 19, 1993 in the Commissioners Hearing Room with Vice President Pat Tuley presiding. President Borries was not present, as he was in Indianapolis.

#### RE: <u>INTRODUCTIONS & PLEDGE OF ALLEGIANCE</u>

Commissioner Tuley called the meeting to order, welcomed the attendees, introduced members of the County Staff (B.J. Farrell and Mark Abell/Commission Office, County Attorney Alan Kissinger, Joanne Matthews/Recording Secretary for the Board of Commissioners, Sam Humphrey/County Auditor, Commissioner Don Hunter and himself). He then asked the group to stand for the Pledge of Allegiance.

Commissioner Tuley asked if there are any individuals/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: AWARDING OF CONTRACT FOR AUTOMATED DOCUMENT RECORDING & INDEXING APPLICATION FOR THE COUNTY RECORDER'S OFFICE

Mrs. Betty Hermann, County Recorder, said that after evaluating the proposals they have finally come to a decision, with the approval of the Commission, understanding the process was a proposal. Some of them have lowered their prices. After looking through past performance, acceptable references, etc., it is their recommendation that the contract be awarded to SCT (Systems & Computer Technology), the vendor who responded "yes" to more of their needs in the Recorder's office. For the record, they are also have the lower price. There were two that were very close, but they narrowed it down during the past couple of days. For the record, all of the software will be paid out of the Recorder's Perpetuation Fund, so they are not asking for funding for the software. They will, however, be seeking funding for the hardware. They are on Council Call for the hardware. In response to query from Auditor Humphrey, Mrs. Hermann said this did go through the Data Processing Board.

Motion to award the contract to SCT, Lexington, Kentucky was made by Commissioner Hunter, with a second from Commissioner Tuley. So ordered.

#### RE: AUTHORIZATION TO OPEN BIDS/COPIER FOR SHERIFF'S SUBSTATION

Upon motion made by Commissioner Hunter and seconded by Commissioner Tuley, Attorney Kissinger was authorized to open the subject bids. So ordered.

## RE: REQUEST TO ADVERTISE FOR TRANSPORTATION SERVICES/ELDERLY & HANDICAPPED

Ms. Susan Jeffries of the Purchasing Department was recognized and stated that the County Attorney has reviewed the subject ad and does want to make one change. He has informed her that on the second from the last page there (second paragraph) would be no fees charged to the residents. That is to be deleted.

Attorney Kissinger said if the Commissioners will recall, that was discussed previously. That was one of the things the Commissioners said they did not want in there - because this was a service provided by the County and we did not want those people paying for a service we were providing. CAPE said they weren't collecting most of the fees anyway.

M. Jeffries said her only other question concerns the **term** of the agreement. She left that blank -- not knowing whether the Commissioners wanted to make this a one (1) year or extend it to three (3) years. The last agreement was three (3) years all total. If the Commissioners like, they could make it one (1) year with an option to renew at the end of that term.

Commissioner Tuley said that is what he would like to do, and Commissioner Hunter agreed.

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

Ms. Jeffries said she would like to advertise on April 23rd and April 30th, with bid opening scheduled May 17th.

Motion to approve advertising and bid opening as scheduled was made by Commissioner Hunter, with a second from Commissioner Tuley. So ordered.

RE: PUBLIC HEARING TO VACATE PART OF EAST INDIANA STREET,
PART OF EAST FRANKLIN STREET & THREE (3) EASEMENTS IN
HESTERRAY SUBDIVISION

Commissioner Tuley recognized Attorney Mike Mitchell, who was representing American Star Properties, the Petitioner.

Attorney Mitchell said the Petitioners are actually Mr. & Mrs. Euler. Their Attorney, Don Fuchs, is in the back of the room. With Mr. Mitchell tonight is a representative of American Star Properties, Mr. Chip Slagle, and Jim Morley, the Project Engineer. They would like for Mr. Tuley to ask if there are any remonstrators against these vacations. They have been working with Attorney Kissinger on several other matters, including a couple of chicken and egg problems with the zoning, the vacations and everything else. They have a couple of more documents they have to refine and would request that the Commissioners continue this matter until next Monday night for the actual vote on the vacations. They will be back with the zoning at 7:00 p.m.

Commissioner Tuley asked if there are any remonstrators opposed to the requested vacations who are present tonight. There was no response from the audience and a motion was entertained.

Motion to continue this matter until next week was made by Commissioner Hunter, with a second from Commissioner Tuley. So ordered.

County Attorney Kissinger asked that the record reflect that an opportunity for remonstrants was had and no one appeared. (Secretary Matthews stated this has already been duly noted.)

RE: ORDINANCE AMENDING CHAPTER 153 (ZONING CODE) OF THE VANDERBURGH COUNTY CODE OF ORDINANCES (FIRST READING)

It was noted by Commissioner Tuley that he will defer this matter until 7:00 p.m., when Barbara Cunningham will be here. She is currently over in City Council with regard to rezonings.

RE: PROCLAMATION RE COUNTY GOVERNMENT WEEK

Commissioner Tuley read the subject proclamation (copy attached hereto) and entertained a motion.

Motion was made by Commissioner Hunter to approve and sign the Proclamation declaring April 17 thru April 24, 1993 as County Government Week. Seconded by Commissioner Tuley and so ordered.

Mr. Tuley then asked Mark Abell to explain what is going on the rest of the week with regard to observing National County Government Week.

Mr. Abell said the first ever County Expo will be this Wednesday, April 21st, at the Vanderburgh County Auditorium from 11:00 a.m. until 6:30 p.m., at which time some 24 County departments will put on exhibits and explain to the public what they do and what sort of services we offer to the public.

#### RE: PROCLAMATION RE NATIONAL VOLUNTEER WEEK

Mr. Tuley said he has a letter from the German Township Fire Department, Inc., requesting the Commissioners to declare the week of April 18 thru April 24, 1993 as National Volunteer Week.

Motion was made by Commissioner Hunter to approve and sign the Proclamation. Seconded by Commissioner Tuley and so ordered. (Copy of Proclamation attached hereto.)

#### RE: PROCLAMATION RE NATIONAL PRESCHOOL IMMUNIZATION WEEK

Commissioner Tuley read a Proclamation declaring April 24 thru April 30, 1993 as National Preschool Immunization Week. (Copy of Proclamation attached here.)

Motion made by Commissioner Hunter to approve and sign the Proclamation. Seconded by Commissioner Tuley and so ordered.

#### RE: PROCLAMATION RE HIRE A YOUTH WEEK

Commissioner Tuley read a Proclamation declaring April 19 thru April 23, 1993 as Hire A Youth Week, initiated at the request of the Private Industry Council. (Copy of Proclamation attached hereto.)

Motion to approve and sign the Proclamation was made by Commissioner Hunter, with a second from Commissioner Tuley. So ordered.

# RE: APPOINTMENT OF EVELYN LANNERT, CHIEF DEPUTY COUNTY ASSESSOR AS COUNTY-WIDE COMPUTER ADMINISTRATOR FOR THE REASSESSMENT

Mr. Tuley continued by reading the following letter from County Assessor James Angermeier:

Richard Borries, President Vanderburgh County Commissioners

Dear Rick,

As you know, we are facing another reassessment and possibly a new computer installation. I would appreciate if you would update and reconfirm my designation for Evelyn Lannert, my chief deputy, to be the computer administrator county wide. She handles all trouble calls and keeps me informed of the computer operations. It also keeps the telephone time to one operator, not nine different offices calling for maintenance. Thanking you in advance for this consideration.

Sincerely,

James L. Angermeier

Motion to approve the request made by Commissioner Hunter, with a second from Commissioner Tuley. So ordered.

## RE: <u>INDOOR AIR QUALITY REPORT FOR THE EVANSVILLE-VANDERBURGH</u> COUNTY BUILDING AUTHORITY FROM NATIONAL LABORATORIES, INC.

Mr. Tuley said the subject report has been submitted and will now become a part of the official records for tonight's meeting..... report received and filed.

It was noted by Mark Abell that we passed with flying colors. The air quality is as good as or exceeds national standards.

Commissioner Hunter said he would add that we did pass with flying colors in all areas; in fact, we were way, way below the OSHA accepted levels and he guesses the one area of recommendation that popped up that shouldn't be news to anybody -- there are some suggestions that smoking be done away with within the confines of this building. As a matter of fact, as he read this, he kind of wondered if somebody hadn't precipitated this to attempt to get rid of smoking. But it is something the Commission is going to have to grapple with, no doubt.

Mr. Tuley said there has already been on going discussion about that.

#### RE: COUNTY ENGINEER - JOHN STOLL

Acceptance of Street Improvements in Moss Creek Subdivision: Mr. Stoll said these were approved in the past and all the distances were wrong. When they drove the sections they overlapped and noted the wrong distances. This sheet revises all the distances so they will be correct for our records.

Motion to accept the revised street improvements in Moss Creek Subdivision was made by Commissioner Hunter, with a second from Commissioner Tuley. So ordered.

Reimbursable Utility Agreement w/Evlle. Water Department/USI Interchange Project: Mr. Stoll said this agreement allows the Water Department to get reimbursed for the relocation of the water lines out at USI when this project is let. This is just a standard agreement and it was prepared by Bernardin, Lochmueller & Associates.

Motion to approve the Utility Agreement was made by Commissioner Hunter, with a second from Commissioner Tuley. So ordered.

Agreement for Photographic Documentation/Old School/USI Project:
Mr. Stoll said we have to have historic quality photographs taken
in order to document the architecture of this building. As he
understands it, they will be archived in Washington. That way, if
anyone ever wants to do any research on this type of building they
will be there. The agreement is with a company called the Westerly
Group in Farmersburg, Indiana. It is going to cost \$850.00 to take
the pictures and provide some documentation and sketches for this.
It is required so we can move the schoolhouse from its present
location onto the USI Campus and it is a requirement of the Federal
Guidelines as far as the Environmental Study goes. This firm was
found by Bernardin, Lochmueller & Associates. As he understands
it, this was the closest firm that would do this type of work.

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

Auditor Humphey asked if the Westerly Group changed their requirement.

Mr. Stoll said initially they said they had to have 20% of the \$850.00 when they received the Notice to Proceed. He talked to Sam Humphrey, who said we can't pay until we have services rendered. He called Westerly and told them and they had no problem with that.

Application for Loan for Lynch Rd. Extension Project: Mr. Stoll said he had previously advised the Commission we are applying for an \$800,000 loan so we can have the local match so we can do both the bridges and the grading this summer when the project is let. INDOT has a program (Distressed Road Fund) where local agencies can borrow up to \$5 million to make their local match for construction projects. He is requesting \$800,000 and this letter is just an application. When they review it, they will send the application. He doesn't foresee any problem insofar as approval. In response to query from Commissioner Tuley, Mr. Stoll said the loan is interest free.

Motion to sign the letter was made by Commissioner Hunter, with a second from Commissioner Tuley. So ordered.

Wimberg Rd. Resurfacing Project: Mr. Stoll said that as the Commissioners know, all the residents of Wimberg Rd. were in here last month requesting that the road be paved. Dave Savage drew up the sketch to repair the intersection of Happle Rd. and Wimberg Rd. Right now we have \$14,000 left from the resurfacing contract from last year. Gary Kercher was proposing we initiate a Change Order and increase the amount of that contract so we can go ahead get Wimberg Rd. done now, rather than closing out the contract -- and transferring the money into a new line item and issuing a new contract. It would up to an \$8,000 to \$10,000 change order, but in order to do it he wanted to run this by the Commission to see if they would have any problem with having a change order that large.

Mr. Hunter asked if this is going to pretty well straighten out some of the problems out there?

Mr. Stoll said it will. It will repair the one intersection where there is a problem with the road washing out and resurface the road from the railroad bridge east to Kratzville. The County Garage will take it from the railroad overpass west to St. Joe Avenue. We have \$14,000 in the account now and we need to buy a large box culvert and pipe arch and another pipe -- and that is part of this change order -- so that is where the additional cost runs up.

Motion to approve the change order was made by Commissioner Hunter, with a second from Commissioner Tuley. So ordered.

Mr. Stoll said he will bring the change order for signatures.

Mt. Ashley Subdivision/Road Plan Approval: Mr. Stoll said he received these plans this afternoon. Mr. Hunter asked if he'd had an opportunity to run the calculations, etc. Mr. Stoll said he would point out it is not a curb and gutter section.

Mr. Hunter said with the things that have gone on in Area Plan Commission with regard to this and the concerns Commissioner Borries has had, it is his suggestion that this matter be deferred to next week.

Mr. Tuley said because of the problems we've had, he would agree with Commissioner Hunter. He'd like for Commissioner Borries to look at it, as well.

Motion to defer to next week was made by Commissioner Hunter, with a second from Commissioner Tuley. So ordered.

County Line Rd.: Mr. Stoll reported he had a letter from Steve Hahn, the County Engineer in Posey County. He wrote a letter to the Posey County Commissioners discussing the options to improve the County Line Rd. It didn't spell out anything as far as who would be responsible for taking care of what portions of upgrading the road. Next week he will bring a copy of that letter, as well as having some ideas as far as who would take care of what.

Mr. Hunter asked if Mr. Stoll plans to meet with Mr. Hahn.

Mr. Stoll said he has talked with him once.

Mr. Hunter said all Mr. Stoll has so far is a political letter that doesn't say anything. But at least this is a step in the right direction.

Mr. Stoll said he will be meeting with Bill Morphew this week to discuss options on the paving list. At that time they can talk about what Vanderburgh County may be willing to do to upgrade this road.

Mr. Hunter said he would like to see that happen -- and there are an awful lot of residents out there who would like to see this happen.

Mr. Tuley said, "No question about it. I was receiving calls when I was a candidate and since I've become a Commissioner the calls haven't ceased."

#### RE: <u>COUNTY ATTORNEY - ALAN KISSINGER</u>

Reading of Bids/High Volume Copier for Sheriff's Substation: The meeting continued with Attorney Kissinger reading the following bids into the record:

| 1) | Office World, Inc.          | \$ 20,738            |
|----|-----------------------------|----------------------|
| 2) | VanAusdall & Farrar         | \$ 28,246            |
| 3) | Long Company, Inc.          | \$ 16,232            |
| 4) | Copy Corp.                  | \$ 26,565            |
| 5) | Business & Office Equipment | \$ 25,988            |
| 6) | Modern Business Systems     | \$ 24,968 & \$15,569 |
|    | (Two different pieces of    | •                    |
|    | equipment)                  |                      |
| 7) | Xerox, Inc.                 | \$ 33,210            |

Motion made by Commissioner Hunter for the bids to be taken under advisement by Purchasing and the Sheriff's Department, with perhaps a recommendation being made next week. Seconded by Commissioner Tuley. So ordered.

#### RE: <u>SETTLEMENT OF RUTLEDGE BANKRUPTCY CASE</u>

Attorney Kissinger said the Commissioners will recall the Executive Session two weeks ago, at which time Gary Price of Ziemer, Weitzel, Stayman addressed them in reference to the settlement of the Rutledge bankruptcy case. Attorney Kissinger said it is his fault, but the Board did not take action in an open meeting. It is his recommendation that the Commissioners consider a motion for the County to settle that case pursuant to the recommendations received from Attorney Price.

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

#### RE: <u>COUNTY HIGHWAY - BILL MORPHEW</u>

Weekly Work Report: Mr. Morphew submitted the Weekly Work Report for period of April 9 thru April 15, 1993.....report received and filed.

Mr. Morphew said the only thing he has added so far to these progress reports is the emergency call-ins at night and early morning hours; the date, location and basically what was done. He thought the Commissioners would want to be aware of County personnel and vehicles being out in the middle of the night somewhere down in the bottoms or wherever. These particular three incidents occurred on Kasson Dr., Old Henderson Rd., and Outer Broadway -- all involved trees down across the roads.

Mr. Tuley said this is also an explanation of why the County Garage needs overtime money -- the explanation before the request.

Request for County Vehicle for Travel to Louisville, KY: Mr. Morphew said he is requesting permission to use County vehicle to travel to Louisville, KY tomorrow morning to attend an Open House & Seminar through Carlisle Equipment Co. They are the people who work on the Gradall machinery for the County. He and Dave Hudson (shop foreman) will be going; he felt it would be in the best interest of the County for them to look at their new products, see what Gradall has done insofar as technical and maintenance updates, etc. They will return around 4:00 p.m. tomorrow.

Motion made by Commissioner Hunter to approve the request, with a second from Commissioner Tuley. So ordered.

(Ms. Farrell gave the gas credit card to Mr. Morphew.)

County Garage Roof Project: Mr. Abell said that while Mr. Morphew is here, he needs some clarification on the County Garage roof project that Gary Kercher has been working on. There is a lean to that comes off the garage proper that has a metal roof on it, and Gary called today and asked whether we have intentions to do the metal part of the lean to roof as well as the elliptical main roof of the building itself. He spoke to Bill Morphew about it and he and Mr. Morphew are of the opinion we do not need to do the metal roof. However, he thought he should clarify that.

Mr. Morphew said he has done some recent renovations to the carport area on the east side of the building. It is a corrugated metal roof and we don't need a rubber roof on top of that. If it needs to be serviced, it is something we can do basically in house and it doesn't leak. There is no point in fixing something that isn't broke!

Mr. Hunter said his original understanding was that it would just be the garage.

Mr. Morphew reiterated that the carport roof does not need repair.

#### RE: CONSENT AGENDA

Mr. Tuley said he has one item to be added and that is approval of the minutes of April 12, 1993.

Upon motion made by Commissioner Hunter and seconded by Commissioner Tuley, the Consent Agenda was approved.

#### RE: <u>OLD BUSINESS</u>

Commissioner Tuley entertained matters of Old Business to come before the Board. There were none.

#### RE: <u>NEW BUSINESS</u>

Acceptance of Checks: Mr. Tuley noted we received a check from Hillcrest-Washington Youth Home for the First Quarter of 1993 in the amount of \$159,725.09. This has been quietused into the account (#7624). We've also received a check from AT&T in the amount of \$1,480.92. In response to query from Commissioner Tuley, Ms. Farrell said this is for commissions we receive periodically, so we put that back into the telephone account.

Mr. Tuley asked, "Commission fee from?"

Ms. Farrell said she is not real sure.

Ms. Matthews said she believes it is from the pay telephones.

Ms. Farrell said she knew it was from the phones -- she just didn't know which ones.

It was noted by Commissioner Tuley that this check has also been quietused in (#7625).

Request to Loan Equipment/County Auditor: Mr. Tuley said he has a request from Auditor Humphrey to loan the old burster in the Auditor's office to the City Clerk. It is Mr. Humphrey's recommendation the equipment be loaned to them until such time as they no longer have a need for it. This needs to be done with the understanding that they are responsible for any upkeep and repair that the burster might need. (The Auditor's office has received a new burster.) Mr. Humphrey said that previously (in the late 80's) the City paid half the cost of the burster. "When we had to replace the equipment, the City didn't buy into our unit -- so we cut the City Clerk off of it. She is now using the Water Department's burster." Mr. Tuley said the old burster is no longer strong enough to meet the needs of the County Auditor.

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

Petition to Vacate Portion of Olivia Street: Mr. Tuley said a Petition was filed Friday afternoon to vacate a portion of Olivia Street in Kirchoff Subdivision. Ms. Matthews has suggested that the Public Hearing be held on Monday, May 10, 1993 at 5:30 p.m., which would allow sufficient time to receive the certified mailing cards back from the adjacent landowners. Ms. Matthews also noted that Petitioner has already contacted SIGECO, the Water & Sewer Department and Indiana Bell and will be coordinating with them. She notified them today that they also need to contact Cable T-V and prior to the Hearing they will need letters from all utilities advising they have no objections to the vacation, or stating their objections.

Motion to approve the advertising of Public Hearing on May 10, 1993 at 5:30 p.m. was made by Commissioner Hunter, with a second from Commissioner Tuley. So ordered.

Mr. Hunter said that in his almost twenty-eight months on this Commission, it has been interesting in working with the media. What he has noticed is that the turnover among the media is astronomical. He is an optimist, so what he always likes to think is that media are moving up that career ladder to greater successes when they depart from us. However, the pessimist side of him tells him that this job is one step above doing the obituaries or something -- and that they are very happy to get out. Whatever the case, he does know for a fact that Miss Beth Edwards of Radio Station WIKY is leaving as of tomorrow to move to Prescott, AZ -- which is quite a move. On behalf of the County Commission, he'd like to wish her the best.

Mr. Tuley said he thinks it's because these meetings have been so boring since January 1st -- and he's not sure who should be given that pat on the back.

Mr. Hunter commented that there hasn't been a single pen thrown or anything since January 1st.

Mr. Tuley said the Commissioners actually get up and talk to one another when the meeting is over. So maybe it's a combination of a change in attitude from Rick and the departure of Carol.

Mr. Hunter said he doesn't know what it is -- but the T.V. cameras don't even show up anymore.

Auditor Humphrey commented maybe it's because there aren't any wives running the T-V Stations.

Returning to the more serious side, the Commissioners again wished Ms. Edwards the best of luck on her new assignment in Arizona.

At 6:30 p.m., Commissioner Tuley entertained a motion to recess the meeting until 7:00 p.m., at which time the Board will hear the rezoning petitions.

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

#### PRESENT:

Pat Tuley, Vice President Don Hunter, Member Sam Humphrey/County Auditor Alan M. Kissinger/County Attorney Mark Abell/Commission Office B. J. Farrell/Commission Office Betty Hermann/County Recorder John Stoll/County Engineer Susan Jeffries/Purchasing Dept. Todd Russell/Lang Co. George Vittori/Xerox Corporation Ray Davis/Van Ausdall & Farrar Eric Williams/Sheriff's Dept. Jim Morley/Morley & Associates Roger Elliott/SCT Mike Mitchell/Attorney Chip Slagle/American Star Properties Don Fuchs/Attorney Rosemary Hirsch Wm. Fiscus Dotty Howell Bill Morphew/County Highway Supt. Sam Elder/Health Dept. Barbara Cunningham/APC Others (Unidentified) News Media

ABSENT: Richard J. Borries, President

SECRETARY: Joanne A. Matthews

Don Hunter, Member

Tuley,

Vřce President

#### REZONING PETITIONS

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NOTE: Since the Rezoning hearings at the April 19, 1993
Commission Meeting required two and a half hours,
that portion of the meeting will be transcribed
and submitted for approval separately and subsequently
included as an Addendum hereto.

In brief, the action taken during this portion of the meeting was as follows:

Ordinance Amending Chapter 153 (Zoning Code) of the Vanderburgh County Code of Ordinances.

Passed on First Reading 4/19/93; to be advertised for Second Reading on 5/10/93 and Final Reading on 5/17/93/

#### First Reading:

VC-6-93/Petitioner, Robert R. Wade Approved for forwarding to APC

#### Third Readings:

VC-4-93/Petitioner, Robt. G. Woodward Delayed in APC

VC-2-93/Petitioners, John & Tamara Schroeder

Delayed to see if Petitioners and
Remonstrants can reach a compromise
prior to May 17, 1993.

VC-5-93/American Star Properties
Approved

There being no further business to come before the Board at this time, upon motion made by Commissioner Hunter and seconded by Commissioner Tuley the meeting was adjourned at 9:26 p.m.

RICHARD J. BORRIES

DON L. HUNTER

PATRICK TULEY

#### **AGENDA**

#### VANDERBURGH COUNTY COMMISSIONERS

April 19, 1993

5:30 P.M.

- 1. CALL TO ORDER
- J 2. INTRODUCTIONS
- 3. PLEDGE OF ALLEGIANCE
- 4. ACTION ITEMS
- √ A. Any group/individual wishing to address the commission
- B. Susan Jeffries/Purchasing Roger Elliott/Data Processing
  - / 1) Award Bid Automated Document Recording & Indexing Application for County Recorder Office Scr
  - / 2) Open Bids Copier for Sheriff Substation
  - \* Transportation Services for Elderly/Handicapped
  - C. Public Hearing/Petition to Vacate Part of East Indiana Street, Part of East Franklin Street and Three Easements in Hesterray Subdivision (Mike Mitchell, Attorney) September 16 4/26/53
  - D. First Reading/Ordinance Amending Chapter 153 (Zoning Code) of Vanderburgh County Code of Ordinances (Barbara Cunningham will be present for discussion)
  - E. Proclamation/County Government Week \*Proclamation is enclosed to be read during meeting

(1)

- F. Letter from German Township Fire Department, Inc.
  re: Please declare week of April 18 24 as National Volunteer
  Week
- G. Letter from Vanderburgh County Department of Health
  re: Please declare week of April 24 30 as National Preschool
  Immunization Week/proclamation enclosed to be read
  during meeting
- H. Letter from Bob Whitehouse II/PIC Job Center re: Proclamation declaring week of April 19, 1993 as "Hire a Youth" week/proclamation enclosed to be read during meeting
- √ I. Letter from James Angermeier/County Assessor DISIPT

  re: Designating Evelyn Lannert to be the computer administrator county wide for reassessment
- J. National Laboratories, Inc.
  re: Indoor Air Quality Report
  - 5. DEPARTMENT HEADS

Alan Kissinger ----- County Attorney
John Stoll ------ County Engineer

\*See attached engineer requests
Bill Morphew ----- County Highway

- 6. CONSENT ITEMS
- A. Travel/Education Requests

Voters Registration (1) Health (2) County Clerk (2)

- B. Claims for payment
  - 1) Helfrich Insurance 7,295.00 \* Accident Renewal

- C. Employment Changes
   \* see attached
- 8. OLD BUSINESS
- 9. NEW BUSINESS

#### 10. MEETING ADJOURNED

#### Scheduled Meetings

| Mon  | April 19 | County Commissioners<br>Rezonings               | 5:30 PM<br>7:00 PM |    | 307<br>307 |
|------|----------|---|--------------------|----|------------|
| Mon  | April 26 | County Commissioners Drainage Board Immediately | 5:30 PM<br>Followi |    | 307        |
| Tues | April 27 | County Council * Reassessment Budget Hear       | 5:00 PM<br>ing     | RM | 301        |
| Wed  | April 28 | County Council Personnel/Finance                | 3:30 PM            | RM | 301        |
| Mon  | May 3    | County Commissioners                            | 5:30 PM            | RM | 307        |
| Mon  | May 5    | County Council                                  | 3:30 PM            | RM | 301        |

#### REZONINGS -- 7:00 P.M.

#### Third Readings:

VC-2-93/Petitioner, John and Tamara Schroeder 3800 Mesker Park Drive R-1 & AG to C-4 (Landscaping & Nursery Business)

VC-5-93/Petitioner, American Star Properties 220 N. Burkhardt Road AG to C-4 (Super K Store)

VC-4-93/Robert G. Woodward (Deferred in APC)

#### First Reading:

VC-6-93/Petitioner, Robert R. Wade 3945 Old Henderson Road AG to C-4 (Storage Building)

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# COUNTY ENGINEER'S CONSENT AGENDA APRIL 19, 1993 ITEMS

1. CLAIMS:

CONTRACTUAL SERVICES 203-3930

Charles W. Ruston (Inv. #32)

\$ 324.00

U.S.I. INTERCHANGE 430 BOND

Robert & Patricia Barron (Parcel #16)

\$40,000.00

U.S.I. INTERCHANGE

Acceptance of Warranty Deed (Barron/Parcel #16)
Parcel Mortgage Release (Schoettlin ET UX/Parcel #14)

LYNCH ROAD EXTENSION

Parcel Release of Mortgage (Skipper/Parcel #19)

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Opp 1/19/93

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#### MEMORANDUM

TO:

Richard Borries, President, County Commissioners Patrick Tuley, Vice President, County Commissioners Don Hunter, Member, County Commissioners

B.W.

FROM:

Betty Hermann, County Recorder

DATE:

April 19, 1993

SUBJ:

Evaluation of Software Bids

At the April 12, 1993, County Commissioners Meeting, responses to a Request for Proposal (RFP) for an Automated Document Recording and Indexing Software Application were opened. Responses were received from the following vendors:

- Atek Information Services, Inc, Canton, Ohio
- Business Records Corporation, Chicago, Illinois
- Cameo Software Solutions, Inc, Grand Prairie, Texas
- Progress, Inc, Nashville, Tennessee
- SCT Public Sector, Inc, Lexington, Kentucky

Four (4) these vendors responded to our request for proposal. One (1) vendor, Cameo Software Solutions, thanked the County for the opportunity to provide a quotation, but declined to respond as they do not offer this software application.

Responses from the remaining vendors were evaluated utilizing the following criteria:

- Past performance
- Acceptable references (client and better business bureau)
- General agreement with required specifications

As a result of this evaluation the following recommendation is presented for your approval this evening:

Award purchase of an Automated Document Recording and Indexing Software Application to SCT, Public Sector pending approval by the Vanderburgh County Council of the requested funding for the purchase of computer hardware.

#### 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, MAY 17 1993, AT 5:30 P.M. RECEIVE AND PUBLICLY OPEN AND READ SEALED BIDS FOR THE FURNISHING AND DELIVERY OF THE FOLLOWING:

#### TRANSPORTATION SERVICES FOR ELDERLY AND HANDICAPPED CITIZENS

#### REQUIREMENTS

- Each bid must be in full compliance with the specifications and executed by the bidder on the forms provided.
- 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.
- 3. 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.

DATED THIS 19th DAY OF APRIL, 1993

THE BOARD OF COUNTY COMMISSIONERS VANDERBURGH COUNTY, INDIANA

Richard Borries, President Patrick Tuley, Vice-President Don Hunter, Member

Attest: Sam Humphrey, Auditor

April 23, 1993 April 30, 1998 PUBLISH IN THE EVANSVILLE COURIER AND PRESS:



#### **PROCLAMATION**

DON L. HUNTER

PATRICK TULEY

#### NATIONAL COUNTY GOVERNMENT WEEK

APRIL 17 - 24, 1993

County Government has a long and rich history and is one of the oldest forms of local government in America.

During the 1800s and the early part of this century, the primary functions of county government involved the administration of justice, law enforcement, and the building and maintenance of roads. In recent decades, the responsibilities of county government have grown enormously.

The duties of our nation's county governments now range from the preservation of public safety to environmental protection. Every county is unique, but most provide such services as directing housing and community development programs; maintaining parks, airposts and transit systems; and working to solve area-wide problems such as air and water pollution, solid waste disposal and drug trafficking.

Counties care for America. For many ill, elderly and low-income Americans, the county is often the only available source of help in obtaining health care and other social services. Counties not only provide health care, but also promote wellness and health prevention and make their citizens aware of such health hazards as radon.

Counties, serving rural, suburban and urban residents, range in size from Loving County, Texas, with 107 residents to Los Angeles County, California, with a population of 9 million. Employing more than 2 million people, county governments spent more than \$ 132 billion last year to provide services to the public.

In recognition of the leadership, innovation and valuable service provided by our nation's counties;

Now, therefore, be it resolved by the Vanderburgh County Board of Commissioners:

Richard J. Borries, Preside

Atrick Tuley, Vice-President

Don L. Hunter, Member

that we hereby proclaim April 17 - 24, 1993 as National County Government Week.

DON L. HUNTER
PATRICK TULEY

#### PROCLAMATION

## NATIONAL PRESCHOOL IMMUNIZATION WEEK APRIL 24 - 30, 1993

- WHEREAS, the health and well-being of the children in this community is of primary concern, and
- WHEREAS, vaccine-preventable childhood diseases remain a threat to our children, and
- WHEREAS, more than one-third of Indiana's preschool-aged children are not age-appropriately vaccinated against preventable childhood diseases, and
- WHEREAS, it is appropriate that a week be set aside to remind us all of the need to protect our children against childhood diseases,
- NOW, THEREFORE, WE, the Vanderburgh County Commissioners proclaim April 24 30, 1993 to be NATIONAL PRESCHOOL IMMUNIZATION WEEK, and ask the people of Vanderburgh County, to join together to work toward making sure that all of our children are fully immunized.

Richard J. Borries, President

Patrick Tuley, Vice-President

Don L. Hunter, Member

PATRICK TULEY

#### PROCLAMATION

#### HIRE A YOUTH WEEK

APRIL 19 - 23, 1993

- WHEREAS, the Job Training Partnership Act provides effective job placement through the Summer Youth Employment Program to economically disadvantaged youths who had special needs and desire to obtain employment; and
- WHEREAS, all partners in the federal, state and local governments, businesses, labor, education and community services organizations must be actively involved to allow the system to succeed; and
- WHEREAS, the positive impact that the Summer Youth Employment Program has on our fellow citizens and future workforce should be known by all throughout the community: our elected officials, our media and all residents; and
- WHEREAS, the past participants in the Summer Youth Employment Program have to overcome their circumstances acquired new job skills by securing summer employment and secured employment and gone on to be self-satisfied, self-supporting, tax paying members of our community.

NOW THEREFORE, WE, the Vanderburgh County Commissioners, do hereby proclaim the week of April 19 - 23, 1993 as

#### "HIRE A YOUTH WEEK"

in the County of Vanderburgh, to encourage all of our local businesses to hire a youth and to salute all of its local successes and in observance of the national celebration of the people who have made great personal strides through the help of this outstanding jobs program.

Hunter, Member

Richard J. Borries, President

Patrick Tuley, Vice President

305 ADMINISTRATION BLDG. CIVIC CENTER COMPLEX EVANSVILLE, IN 47708 812-426-5241

#### BID OPENING

| DATE:  | APRIL 19, 1993            | <del></del>                           |    |
|--------|---------------------------|---------------------------------------|----|
| ITEM:  | HIGH VOLUME COPIER FOR SI | HERIFF'S SUBSTATION                   |    |
|        | Bidder                    | Amount                                |    |
| OFFIC  | CE WORLD, INC.            | <b>\$2</b> 0,738                      |    |
|        | ushell & Hooser           | \$28,246                              |    |
| fan    | Company, Inc.             | \$ 16,232                             |    |
| Cop    | y lovs.                   | \$26,565                              |    |
| Bus    | iness & Office last, duc. | \$ 25.988                             |    |
| Mada   | on Business Systems       | \$ 24,968 4 8/5,5                     | 69 |
| Xon    | ax, Corp.                 | \$ 33,20                              | •  |
|        | y                         |                                       |    |
|        |                           |                                       |    |
|        |                           |                                       |    |
|        |                           |                                       |    |
| ACTION | TAKEN:                    | · · · · · · · · · · · · · · · · · · · |    |
|        |                           |                                       |    |
|        |                           |                                       |    |

#### Vanderburgh County Engineering Department

#### Agenda for April 19, 1993

- 1. Acceptance of Street Improvements Moss Creek Subdivision DAIPT
- 2. Reimbursable agreement with the Water Department for the USI Interchange The IDI
- 3. Agreement for Photographic Documentation for School #3 \_ Dol/Pr
- 4. Application for INDOT loan for the Lynch Road extension 341PT
- 5. Wimberg Road Resurfacing 7 14/PT
- 6. Mt. Ashley Subdivision Road Plan Approval \_ Deferre @ week

Tel. (812) 426-5211

## VANDERBURGH COUNTY HIGHWAY DEPARTMENT ENGINEERING DIVISION

4/19/93

DATE:

325A Administration Building Civic Center Complex Evansville, IN 47708

Vanderburgh County Board of Commissioners Rm. 305 Civic Center Complex Evansville, IN 47708 CORRECTION OF Acceptance of Street Improvements in RE: Moss Creek Subdivision Supersedes (Previous acceptances of November 9, 1987, Oct. 4, 1990, & Apr. 6,1 992) Dear Commissioners The undersigned have made an inspection of the subject Street Improvements on  $\frac{4/7/93}{}$ June, 1991 These Street Improvements were constructed/finished on/by June, 1991 . All streets were constructed with H.A.C. - Bituminous in accordance with the . All streets were approved plans. The following is a summary of the length of the completed <u>24.0</u> feet wide streets in the subject Subdivision: Moss Creek Road .442 miles 2334 LFT .148 miles LFT Moss Creek Way 780 655 LFT Moss Creek Place .124 miles Moss Creek Court 063 miles 322 LFT TOTAL MILES.777 LFT TOTAL: 4101 LFT Reflects actual total accepted mileage. It is recommended that these Street Improvements be: REJECTED \_\_\_\_ FOR MAINTENANCE ACCEPTED XXX If you have any questions please call the Engineer's Office. Accepted for Maintenance by the Respectfully, Board of County Commissioners County Engineer President Developer CC: Design Engineer Member APC

## Vanderburgh County Engineering Department

715-A Locust Street - Evansville, Indiana 47708 Telephone: (812)424-9603

## Agreement for Preparing Photographic Documentation for School #3 in Vanderburgh County

In order to provide photographic documentation of School #3 in Vanderburgh County so that the school can be relocated to the University of Southern Indiana campus, the County of Vanderburgh, acting through the Board of County Commissioners, enters into this agreement with the Westerly Group, Inc. to provide this service.

The work of the Westerly Group will consist of archival photographs of the interior and exterior of the building, accompanied by sketch photo-locator plan(s) and a photo list with appropriate captions. All of the photographs and other materials will be provided in archival envelopes, per HABS/HAER guidelines. The fee for this work will be \$850. Additional documentation services can be provided, such as revisions required after the National Park Service review, but they will be at additional cost.

The Westerly Group will be able to begin work on this project after April 30, 1993, and it is anticipated that a maximum of 25 working days will be required to complete the project

Vanderburgh County Board of Commissioners

Richard J. Borries Date

atrick Tuley Date

Date Date



RICHARD J. BORRIES

DON L. HUNTER

PATRICK TULEY

April 19, 1993

Mr. Steve Dilk Indiana Department of Transportation Government Center North Room N601 100 North Senate Avenue Indianapolis, Indiana 46204

Dear Mr. Dilk:

Sincerely,

Since Vanderburgh County will not have the necessary funds to construct both the bridges and grading portions of the Lynch Road project when it is let in July, 1993, please consider this letter as an application for a loan of \$800,000 from the Indiana Department of Transportation distressed loan fund. For the bridge portion of this project, Vanderburgh County will pay approximately \$520,000 for the local match for the construction of this project from the cumulative bridge fund. The County currently has the funds to pay for the bridge portion of the project. However, the County does not have sufficient funds in the local road and street fund to pay for the local match for the earthwork portion of the project. As a result, this loan will be used to match federal funds for the grading of the Lynch Road extension, which is federal aid project number M-E 185.

This project, which is shown on the attached maps, will provide an east-west arterial between U.S. 41 and Burkhardt Road. In the future, additional phases of this extension will continue Lynch Road to Interstate 164 and S.R. 62. When this is completed, it will be a major artery that is projected to carry approximately 30,000 vehicle per day.

Based upon the guidelines for local public agencies to obtain loans from the distressed road fund, Vanderburgh County meets the requirements for eligibility for a loan. We agree to allow the Auditor of the State to withhold distribution of our allocations from the motor vehicle highway account if the loan is not repaid within two years. Based upon information provided by the Vanderburgh County Auditor, the current year's motor vehicle highway distribution for Vanderburgh County is \$2,178,727.

Thank you for the opportunity to apply for this interest-free loan for this important road project in Vanderburgh County.

Richard J. Borries

Date

| July 4-19-93 |
| Patrick Tuley | Date

Vanderburgh County Board of Commissioners

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# VANDERBURGH COUNTY HIGHWAY DEPARTMENT PROGRESS REPORT Friday, April 9, 1993 thru Thursday, April 15, 1993

Friday, April 9, 1993

Holiday

#### Monday, April 12, 1993

Gradall & one crew ditched and installed driveway culvert and pipe in ditch line on #6 School Road.

Gradall & one crew ditched and installed field entrance culvert on Little Schmuck.

Patch Crews - two crews worked on Old Henderson Road.

The Grader worked on Waterworks and S. Weinbach Ave.

One crew removed concrete and placed rock at 8171 Berry Ct. and Holly Hill.

Tree Crews - worked on Baseline from Hwy 41 to Peck Road.

Garage - one crew worked on new offices, and one removed spreaders and cleaned trucks.

#### Tuesday, April 13, 1993

Gradall & one crew shaped dirt bank behind cabins at Burdette Park.
Gradall & one crew replaced culvert on Wimberg Road.
Tree Crews - 2 crews worked on Old Henderson Road.
Patch Crews - 2 crews worked on Old Henderson Road.
Rock Crews - the Grader and 3 crews rocked and graded Golden Rule Road.
Tiger Mower and one crew worked on West Franklin and Lower Mt. Vernon.
Garage - one crew worked on the paver, and one crew worked on offices.

#### Wednesday, April 14, 1993

Gradall & one crew removed and replaced pipe at #6 School Road.

Gradall & one crew restored shoulder on Wimbert Road and ditched on Little Schmuck.

Rock crew rocked shoulder on Pollack & Fuquay.

One crew placed rock in holes and compacted it on Cypress Dale.

Rock Crews and Grader - 3 crews rocked and graded roads in the bottoms.

Tiger Mower and one crew mowed both sides of Seven Hills Road.

Tree crews worked on Hillsdale Road, cut brush and sapplings back to R/W.

Garage - one crew worked on offices.

#### Thursday, April 15, 1993

Gradall and one crew cut shoulders for bleeders on Old Henderson Road.

Gradall and one crew removed stumps on Little Schmuck.

Rock crews - 2 crews rocked mailbox approaches on Green River, Kansas, Adler, Stacer, Mann and Newmann Roads.

Tiger Mower and one crew worked on Seven Hills, Barton, and Volkman Road.

Tree Crew worked on Schissler, Smith-Diamond and Lower Mt. Vernon.

Garage -one crew worked on new offices.

#### CALL INS

Friday, April 9, 1993 - Tree down on Kasson Drive, Truck Driver, Operator & laborer.

Tuesday, April 13, 1993 - tree down Old Henderson Rd. -Truck Driver, Operator & laborer.

Thursday, April 15, 1993 -tree down-Outer Broadway - Truck Driver, Operator.

#### VANDERBURGH COUNTY BRIDGE CREW PROGRESS REPORT Friday, April 9, 1993 thru Thursday, April 15, 1993

#### Friday, April 9, 1993

Holiday

#### Monday, April 12, 1993

Crew #1 - install field tile and extend road tile on Little Schmuck Road, open both ends of pipe on Braun Road, pick up barricades on Lexington Ave, and haul rock to Kleitz road at sink hole at the bridge approach. Crew #2 - install driveway pipe and ditch pipe on #6 School Road. Crew #3 - dig out and fill sink hole with 53's at 8191 Berry Court.

#### Tuesday, April 13, 1993

Crew #1 - add 73's to 8191 Berry Court. Crew #2 - work on Kleitz Road Bridge and repaired culvert pipe under road on Braun Road, wack above areas and wash bridges on St. Joe Avenue and Stringtown Bridge.

Crew #3 - install pipe on Wimberg Road. Backhoe - worked on Old Henderson Road.

#### Wednesday, April 14, 1993

Crew #1 - remove plastic pipe at #6 School Road and add a section at a time, clean storm drains in Evergreen Acres.

Crew #2 - rip rap north side of culvert on Wimberg Road, saw Kleitz Road bridge approach.

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Crew #3 - add wall in back yard.

#### Thursday, April 15, 1993

Crew #1 - remove headwall on Middle Mt. Vernon and Boehne Camp Road. Crew #2 & #3 & Backhoe - Finish building wall in the back.

#### **AUDITOR'S OFFICE**

#### INTERDEPARTMENTAL CORRESPONDENCE

TO: RICK BORRIES DATE: APRIL 16, 1993

FROM: SAM HUMPHREY RE: BURSTER

This office has just received the new burster that was ordered for the County. After contacting several of the County Offices to see if they would be interested in the old burster, it was determined that not any of the County Offices were interested in it. The City Clerk has stated that they would be quite pleased to have this piece of equipment loaned to them. I am recommending that this be loaned to them until such time as they no longer have a need for it. This needs to be done with the understanding that they are responsible for any upkeep or repair that the burster might need.

#### CITY/COUNTY UTILITY REIMBURSEMENT AGREEMENT

| THIS AGREEMENT, made and entered into this 19 day of agril A.D. 19      | 93 |
|---|----|
| by and between Evansville Water & Sewer Utility Dept. Po Box 19         |    |
| Evensure IN 47740 (hereinafter referred to as the                       | ē  |
| and the Board of Commissioners of Vand. Co. Rm 305 Civic Center Complex |    |
| Evansville IN 4770% (hereinafter referred to as the                     |    |

#### WITNESSETH:

WHEREAS, the <u>LPA</u> desires to make certain highway improvements, <u>USI Interchange</u> consisting of projects for the construction of <u>Exchange</u> and the reimbursab a utility work thereon is to be designated as Project <u>C-E180()</u>, and,

WHEREAS, the State of Indiana through the Indiana Department of Transportation hereinafter referred to as "State," has agreed to recommend approval of this project, the Federal Highway Administration for construction with funds apportioned to the state under Public Law #85 as found in Title 23, United States Code and Acts amendator thereof and supplementary thereto, and,

WHEREAS, the State will award the contract and supervise the construction of the project, and act as Liaison agent for the \_\_\_\_\_ with the Federal Highway.

Administration, and,

WHEREAS, due to the said highway construction, certain adjustments, remove so alterations and relocations of the existing facilities of the Utility, will have to be move as shown on Exhibit "A" attached hereto and by this referece made a part of this agreement, and,

WHEREAS, it is necessary for the parties hereto to comply with the applicable terms and provisions of the Federal Highway Administration's Federal-Aid Highway Program Manual Volume 6, Chapter 6, Section 3, Subsection 1 (hereinafter called FHPM 6-6-3-1) dated September 6, 1985, and Federal-Aid Highway Program Manual Volume 6, Chapter 6, Section 3, Subsection 2 (hereinafter called FHPM 6-6-3-2) dates

September 6, 1985, in order to obtain Federal participation in the payment of the costs-involved herein, and,

WHEREAS, it is in the best interests of the Utility and the <u>LPA</u>, for the Utility to make the necessary adjustments, removals, alterations and/or relocations of its existing facilities as shown on Exhibit "A" with the Utility's regular construction and maintenance forces, or by a contractor paid under a contract let by the Utility.

NOW, THEREFORE, for and in consideration of the mutual covenants herein recited, the Utility and the <u>LPA</u> do herein agree as follows:

SECTION I. The Utility with its regular construction or maintenance crew and personnel, at its standard schedule of wages and working hours, or by an approved contractor as set forth in Paragraph 9 of FHPM 6-6-3-1, will make the necessary adjustments, removals, alterations and/or relocation in its existing facilities as shown on Exhibit "A". The preliminary estimated cost thereof is \$60.314 as shown on the estimate attached hereto, marked Exhibit "B", and prepared in accordance with Paragraph 10 of FHPM 6-6-3-1 which said Exhibit "B" is hereby made a part of this agreement.

Exhibit "B" upon presentation of itemized bills to the <u>LPA</u> from the Utility; said itemization being shown and said costs being computed by and in accordance with the methods and procedures set forth in Paragraph 10 of FHPM 6-6-3-1. The Utility accounts and the accounts and records of any contractor or subcontractor involved in carrying out the purpose of work shall be kept in such manner that they may be readily audited and actual costs determined, and such accounts shall be available for audit by auditors of the Indiana Department of Transportation, and the LPA.

Administration for a period of not less than three (3) years from date final payment has been received by the Utility in accordance with Paragraph 10.i.(3) of FHPM 6-6-3-1.

Should the occumulated costs of the work materially exceed the

Exhibit "B" preliminary estimated costs, due to conditions not known or anticipated at the time of estimate preparation, and no substantial change in the scope of work, method of installation, change in location, or other changes of similar nature has taken place, the Utility shall notify the <u>LPA</u> in writing of such fact and the reasons therefor as promptly as possible.

The payments to the Utility will be made on the basis hereinafter set forth;

Progress or Final Billing. The Utility may submit progress billings reflecting the actual cost incurred or it may submit a final billing upon completion of the project. It is agreed that progress payments be made by the <u>LPA</u> to the Utility for not more than ninety-five percent (95%) of the total amount of work done as shown on monthly statements or when the amount due the Utility equals \$1,000.00 or more, said progress billing to be paid within sixty (60) days of receipt. It is further agreed that upon receipt of a final bill, prepared in the same format as the estimate Exhibit "B", the Utility shall be reimbursed for such items of project work, project expense, and project retainage within ninety (90) days after issuance of the audit report.

Provided, however, that all relevant books, records and accounts of the Utility and the accounts and records of any contractor or subcontractor involved in carrying out the proposed work to which a payment for a relocation has been made by the LPA, shall be audited by the State and the Utility following such audit shall delete those items from the final bill or refund that portion of the payment for which it is not entitled to reimbursement. The billing shall be compatible with the format as used in Exhibit "B."

SECTION III. The Utility shall not start work on the work contemplated by this Agreement until written notice has been given to the Utility by the <u>LPA</u> that the work has been authorized and that funds are available to reimburse the Utility, nor until a satisfactory starting date has been established with the appropriate District Engineer

- of the State.

SECTION IV. FHPM 6-6-3-1 and FHPM 6-6-3-2 form an essential part of this Agreement, and terms or provisions of this Agreement shall in no way abrogate or supersede the terms or provisions set forth in said FHPMs provided, however, notwithstanding said terms and conditions, the <u>LPA</u> shall reimburse the Utility for the work or expense shown on Exhibit "B" and all other work or expense performed or incurred pursuant to the written direction of the <u>LPA</u>.

SECTION V. The Utility, its contractor and subcontractors, if any shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

SECTION VI. The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the County of Vanderburgh and the State of Indiana from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts of or arising out of the contributing or sole negligence of the Utility, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this Agreement, provided, however, that where said LPA.

IN Dept. of Transportation or the State of Indiana, is guilty of negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless the LPA. Indiana Department of Transportation, and the State of Indiana.

IN WITNESS HEREOF, the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

| THE UTILITY:                                  | ATTEST:                            |
|---|------------------------------------|
| (Utility Name)                                | (Secretary of Utility-Signature)   |
| (Signature of Officer)                        | Secretary's Name Printed or Typed) |
| (Officer's Name Printed or Typed)             | · •                                |
| (Officer's Position)                          | LEDGMENT                           |
| State ofC                                     |                                    |
| Before me, the undersigned Notary Public in   | n and for said County, personally  |
| (Names and offices                            | of s pers of Utility)              |
| (Name o                                       | of Jerry)                          |
| and acknowledged the execution of the fore of | going contract on this day         |
| Witness my hand and seal the said last day.   |                                    |
| My Commission Expires                         | , noture)                          |
|   | Printed<br>≠ Tipped)               |
|   | (Notary Public)                    |

## BOARD OF COUNTY COMMISSIONERS

| Signature  |   |
|--|---|
| (Print or Type Name and Title)  Signature  ANCICIC Jules  (Print or type Name and Title)               |   |
| (Print or Type Name and Title)   | ATTEST:  Am Humphuf Auditor  (Print or Type Name) |
| ACKNOWLED  | <u>GMENT</u>                                      |
|  |   |
| STATE OF INDIANA   |   |
| COUNTY OF Jankshough   |   |
| on this 15th day of  | ssioners of Vanderburgh County in i               |
| Witness my hand and seal this<br>My Commission Expires:  | , day of <u>Gril</u> , 13                         |
| JOANNE A MATTHEWS  NOTARY PUBLIC STATE OF INDIANA  VANDERBURGH COUNTY  MY COMMISSION EXP. JUNE 12 1995 | Notary Public Mauhe                               |
| My County of Residence:  |   |
| Jankerburgh  | (Printed)   |
| ·  | (   |

71-2/863

13504

PAY ONE HUNDRED FIFTY-NINE THOUSAND SEVEN HUNDRED TWENTY-FIVE DOLLARS \$ 09 CE 04-12-93 \$##159.725.09

VANDERBURGH CO COMMISSIONERS CIVIC CENTER COMPLEX EVANSV(LLE IN 47708

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HILLCREST-WASHINGTON YOUTH HOME CHECK 13504 INVOICE ...... P. OF 4 DPT DESCRIPTION FOR THE DATE 03-31 03-31 1 FOR FEBRUARY, 1993 I FOR JANUARY, 1993 1 FOR HARCH, 1993 03-31

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#### INDOOR AIR QUALITY REPORT FOR EVANSVILLE-VANDERBURGH COUNTY BUILDING AUTHORITY

#### Submitted by:

National Laboratories, Inc. 3210 Claremont Avenue Evansville, IN 47712

(812) 464-9000 FAX (812) 465-5746 Mr. Steve Utley
Evansville-Vanderburgh County Building Authority
Room 317, Administration Building
Evansville, IN 47708

Dear Mr. Utley:

National Laboratories, Inc. was contacted by Steve Utley of the Evansville-Vanderburgh County Building Authority to conduct an Indoor Air Quality audit of the Civic Center Complex In Evansville, Indiana. Preliminary meetings regarding the needs of the Evansville-Vanderburgh County Building Authority began in November 1992. Based on the preliminary meetings, a walk-through, interviews of various employees and Drager Tube Sampling was conducted in December. From the gathered information, it was decided to conduct further monitoring which was completed by February 19, 1993.

The following report details the events and results of this indoor air quality audit.

Sincerely,

Erin K. Ramsey Industrial Hygienist

EKR.mrp

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## Evansville-Vanderburgh County Building Authority Indoor Air Quality Report

#### SAMPLING STRATEGY

November 1992 - Erin Ramsey, Industrial Hygienist for National Laboratories, Inc met with Steve Utley and Howard Steen of the Evansville-Vanderburgh Building Authority to determine what type of audit the Civic Center Complex would need. Based on the complaints of various employees throughout the building, it was determined that a walk-through, Interviews and Drager tube sampling would be conducted.

During the walk-through interviews would be conducted with employees in the areas of concern. A copy of the interview form is shown in Appendix A. Drager tubes would be used to sample for carbon dioxide, carbon monoxide, ozone and formaldehyde. Carbon dioxide levels are used as an indicator of indoor air quality pertaining to ventilation operation. Carbon monoxide levels would be checked as a precaution of incomplete combustion from inside and outside sources. Many copy machines are used in the complex which can produce ezone and new carpeting and furnishings can give off gas formaldehyde.

It was also decided that further monitoring of particulates, formaldehyde and other organics would be done on an as needed basis determined from results of the walk-through. With this information, a quote of the anticipated costs, dated 10 November 1992, was delivered to Mr. Utley.

#### **SAMPLING CHRONOLOGY**

7 December 1992 - Ms. Ramsey met with Mr. Utley and Mr. Steen to determine which areas would be included in the walk-through and where the interviews would be taken.

The Civic Center Complex is approximately 350,000 R<sup>2</sup> serviced by 11 different ventilation systems. The Jall is serviced by a seperate system as are the County Computer Room and the Water Works Computer Room. Mr. Utley provided plans of each floor with the ventilation systems clearly marked.

It was decided to check several rooms/offices within each ventilation system based on complaints and Mr. Utley's knowledge of new carpeting and furnishings within the complex. Tuesday December 15, 1992 was set for the first of the weak throughs

15 December 1992 - Ms. Ramsey again met with Mr. Utley and Mr. Steen to begin the walk through and Drager tube sampling of the Courts Building. During the walk-through, several environmental conditions were observed. These included wall ventilation units covered or uncovered by personnel depending on comfort levels wanted, the number of copy machines, the condition of the ceiling tiles around exhaust vents and if any employees were using fans at their work areas.

On this day, 10 offices were checked and 3 interviews were conducted. These areas are listed in Appendix B, Table I and Table II, with results of the Drager tube sampling.

- 18 December 1992 Ms Ramsey met with Mr. Steen to continue with the walk-through in the Administration Building. Assisting Ms. Ramsey was Bryan Morrison, Industrial Hygiene Technician. Twelve offices were visited and 1 Interview was conducted. The locations and results are listed in Appendix B, Table 1 and Table II.
- 22 December 1992, December 23, 1992, and December 29, 1993 Mr. Morrison completed the walk-through portion of the Indoor Air Quality Audit within the Civic Center Complex. During the 3 days, 32 more offices were checked and 3 interviews conducted.
- 12 January 1993 Ms. Ramsey met with Mr. Utley and Mr. Steen to determine where further monitoring would be conducted. Particulates and formaldehyde were the only 2 hazards to require further monitoring to help alleviate employee concerns. Particulate monitoring was to be conducted to show that even though there was dust evident to employees, the concentrations in the air were insignificant. Twenty-one locations were decided upon. (See Table III)

Formaldehyde sampling was to be conducted to determine if the areas with the newest furnishings and carpeting were still off-gassing. Five locations were to be sampled. (See Table III)

Organic monitoring was not to be conducted since no evidence of sources was determined during the walk-through.

Ms. Ramsey suggested doing temperature and relative humidity studies in the complex, but Mr. Utley stated that the ventilation system was designed to correct for both.

Sampling for formaldehyde and particulates was scheduled for February 2 - 5, 1993.

2 - 5 February 1993, February 8, 1993 - Mr. Morrison conducted particulate monitoring in the locations previously designated. The formaldehyde sampling was postponed until the sampling equipment was obtained from the supplier. The particulate results and locations are listed in Appendix B, Table IV.

19 February 1993 - Mr. Morrison met with Mr. Steen to conduct the formaldehyde and particulate monitoring in the Civic Center Complex. Five samples were taken for formaldehyde and 2 particulate locations were resampled due to equipment failure during a previous sampling period. The formaldehyde results are listed in Appendix B, Table V.

#### RESULTS

**Drager tube sampling** - Samples were taken throughout the Civic Center Complex for carbon dioxide, carbon monoxide, formaldehyde, and ozone Most of the carbon dioxide results were below the indicator level of 1000 ppm. None of the results exceeded 1500 ppm carbon dioxide as compared to the OSHA CO<sub>2</sub> standard of 10,000 ppm. No exposure was reported with the carbon monoxide, formaldehyde or ozone Drager tubes.

Particulates - Results from the particulate monitoring ranged from none detected to 0.18 milligrams per cubic meter (mg/m³). The Occupational Safety and Health Administration's (OSHA) permissible exposure limit is 15 mg/m³. The results are listed in Appendix B, Table IV.

Formaldehyde - The formaldehyde results ranged from 0 07 to 0.13 parts per million (ppm), as compared to the OSHA PEL of 0.75 ppm. The American Society of Heating, Refridgerating and Air-Conditioning Engineers (ASHRAE) standard for formaldehyde is 0.1 ppm. The results are listed in Appendix B, Table V.

#### RECOMMENDATIONS

This audit was conducted in response to employee concerns about health problems associated with the air quality in the Civic Center Complex. The ASHRAE standard defines acceptable indoor air quality as air in which there are no known contaments at harmful concentrations as determined by cognizant authorities and with which a substantial majority (80% or more) of the people exposed do not express dissatisfaction.

The particulate results were not at harmful concentrations. The levels reported represent a harmless background which is considered a nuisance

Two areas had  $CO_2$  levels at 1500 ppm. This level is not a concern. However, to be assured that the levels are not increasing, further  $CO_2$  monitoring should be considered.

The formaldehyde results reflect the new carpeting and furnishings in each of those locations. As the furnishings get older, the amount of formaldehyde off-gassing and released into the air will decrease. An interview in the City Controllers Office where the highest formaldehyde concentration was found focused more on a heating problem than on any health problems which could be associated with formaldehyde exposure.

Employee health complaints listed in the interviews consisted of headaches, sinus pressure, sneezing, eye irritation and throat irritation. The levels of contaminants detected during this audit should not cause any health problems. However, some people are sensitive to even low concentrations of a contaminant. The symptoms described are general, subjective, and similar to many medical conditions.

Based on the interviews and observations made during the walk-through, the problems appear to be associated with a sense of discomfort. During the walk-through, several items were noted suggesting that the employees were not comfortable in their work environment. These items included: wall ventilation units covered with books and small boxes; ceiling vents covered, deflectors used or paper towels stuffed in them; and fans placed on or near the employee's desks.

The problems found in this audit are usually caused by the ventilation system. Improper ventilation rates, maintenance and air temperature can cause employee discomfort which can lead to perceived health problems. To alleviate these problems several considerations should be made with respect to the ventilation system.

- 1. The proper amount of outside air should be brought into the building while it is in use. The ASHRAE standards state the appropriate ventilation rate per person is 20 CFM.
- 2. The temperature and relative humidity should be within the correct comfort zone. Research has shown that indoor air quality is judged worse when temperatures rise above 78 F. Temperatures should ranged between 88.5 F - 74 F in the winter and 74 F - 78 F in the summer. Relative humidity levels should range between 30% to 60%. (ASHRAE Standard 55-1981)
- The fikers throughout the ventilation system should be cleaned and maintained on a regular basis. Dirty fikers can cause particulates to be redistributed through the system and returned to the work area.

Other solutions to the indoor air quality situation include obtaining furnishings with little or no formaldehyde content; regular housekeeping; and elimination of smoking.

New furnishings with little formaldehyde content will decrease the chances of employees becoming sensitized to the chemical. Regular housekeeping through-out the complex will prevent

particulates and other contaminants from building up. Environmental Tobacco Smoke produces harmful chemicals which can be spread throughout many rooms connected by the same ventilation system. Environmental tobacco smoke and its affects on people is a large issue in many office buildings. A new EPA study released in January 1993 states that ETS is a human carcinogen, responsible for approximately 3000 lung cancer deaths a year among non-smokers. ETS also increases the risk of lower respiratory tract infections, increased fluid in the middle ear and more severe asthma symptoms. An interview conducted in an office where smoking was allowed listed respiratory problems as a complaint.

To help alleviate employee concerns regarding indoor air quality it is recommended that the following actions be taken:

- 1. Provide the proper ventilation rates to all the offices.
- 2. Maintain the correct temperature and relative humidity.
- 3. Perform regular maintenance on the ventilation system and filters.
- 4. Perform regular housekeeping in the complex.
- 5. Eliminate smoking throughout the building.

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APPENDIX A

| Occupan                                | t Interview  |  | Page 1 of 2                   |
|--|--|--|-------------------------------|
| Building Name:                         |  | File Numb                                      | er:                           |
| Address:                               |  |  |                               |
| Occupant Name:                         |  | Work Location:                                 |                               |
| Completed by:                          |  | Title:   | Date:                         |
| Section 4 discusses                    | collecting and interpreting information  | n from occupants.                              |                               |
| SYMPTOM PATTI<br>What kind of sympt    | ERNS<br>oms or discomfort are you experiencin                                  | g?   |                               |
| Are you aware of o                     | ther people with similar symptoms or o   | concerns? Yes N                                | o                             |
| If so, what are their                  | names and locations?   |  |                               |
|  |  | · ·  |                               |
| Do you have any ho                     | saith conditions that may make you pe  | rticularly susceptible to enviro               | onmental problems?            |
| ☐ contact lenses                       | O chronic cardiovascular disease   |  | herapy or radiation therapy   |
| ☐ allergies                            | C) chronic respiratory disease   | 🔾 immune system sup                            | pressed by disease or         |
|  | Q chronic neurological problems  | other causes                                   |                               |
| TIMING PATTER                          | RNS.   |  |                               |
| When did your syn                      | _  |  | •                             |
|  |  |  |                               |
| When are they gen                      | erally worst?  |  |                               |
|  |  |  | ì                             |
| Do they go away?                       | If so, when?   |  |                               |
| Have you noticed a building) that tend | eny other events (such as weather even<br>to occur around the same time as you | nts, temperature or humidity or<br>r symptoms? | changes, or activities in the |

## **Occupant Interview**

Page 2 of 2

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#### **SPATIAL PATTERNS**

Where are you when you experience symptoms or discomfort?

Where do you spend most of your time in the building?

#### **ADDITIONAL INFORMATION**

Do you have any observations about building conditions that might need attention or might help explain your symptoms (e.g., temperature, humidity, drafts, stagnant air, odors)?

Have you sought medical attention for your symptoms?

Do you have any other comments?

### APPENDIX B

TABLE I
Evansville-Vanderburgh County Building Authority
Indoor Air Quality Audit

#### Preliminary Testing

| Building / Fan System            | Room   |         | Hazard    |              |       |  |
|----------------------------------|--|---------|-----------|--------------|-------|--|
|                                  |  | co      | CO2       | Formaldehyde | Ozone |  |
| Administration Building<br>S-101 | Voter Registration<br>Rm. 108                  | ND      | 1000 ppm  | ND           | ND    |  |
|                                  | Prosecuter Rm. 108                             | ND<br>· | <1000 ppm | ND           | ND    |  |
| Administration Building<br>S-102 | County Assessor Rm. 221B<br>Perimeter          | ND      | <1000 ppm | ND           | ND    |  |
|                                  | County Commissioner Rm. 305B<br>Perimeter      | ,<br>ND | 1000 ppm  | ND           | ND    |  |
|                                  | Health Department<br>Perimeter - Near Rm. 127D | ND      | 1500 ppm  | ND           | ND    |  |
| Administration Building S-103    | Building Authority                             | ND      | <1000 ppm | ND .         | ND    |  |
| 2                                | Health Dept., Outside Rm. 127H                 | ND      | 1000 ppm  | ND           | ND    |  |

Page 2

| Building / Fan System            | Room   | co | CO <sub>2</sub> | Formaldehyde | Ozone |
|----------------------------------|--|----|-----------------|--------------|-------|
|                                  | Controllers Office, Bookkeeping                        | ND | <1000 ppm       | ND           | ND    |
|                                  | City Copy Room   | ND | <1000 ppm       | ND           | ND    |
|                                  | County Assessors Rm. 225                               | ND | <1000 ppm       | ND           | ND    |
| Administration Building<br>S-105 | County Auditor Rm. 210B<br>Bookkeeping                 | ND | <1000 ppm       | ND           | ND    |
|                                  | County Auditor, Break Area                             | ND | <1000 ppm       |              |       |
|                                  | DMD - Outside Rms. 306H & 306G                         | ND | 1000 ppm        | ND           |       |
|                                  | Water Dept.  | ND | <1000 ppm       | ND           | ND    |
|                                  | Water Dept Computer Rm.                                | ŅD | <1000 ppm       | ND           | ND    |
| Administration Building<br>S-106 | County Recorder Perimeter                              | ND | <1000 ppm       | ND           | ND    |
|                                  | Human Relations Rm. 133 Perimeter                      | ND | <1000 ppm       | ND           | ND    |
|                                  | Folice Personnel Rm. 327 C<br>Back Corner<br>Perimeter | ND | 1000 ppm        | ND           |       |

Page 3

| Building / Fan System            | Room   | со      | CO <sub>2</sub> | Formaldehyde | Ozone |
|----------------------------------|--|---------|-----------------|--------------|-------|
|                                  | Treasurer's Office Perimeter Break Area                        | ND      | 1000 ppm        |              |       |
|                                  | Pigeon Township Trustee<br>Rm. 110F<br>Back Right<br>Perimeter | ND      | <1000 ppm       | ND           | ND    |
|                                  | County Agriculture Agent<br>Rm. 202                            | ND<br>, | <1000 ppm       | ND           | ND    |
| Administration Building<br>S-107 | Health Dept. Rm. 131C  | ND      | <1000 ppm       | ND           | ND    |
| 5-107                            | Rm. 131 N  | ND      | <1000 ppm       | ND           |       |
|                                  | County Surveyors   | ND      | <1000 ppm       | ND           | ND    |
| Administration Building          | County Treasurer - Rm. 210                                     | ND      | <1000 ppm       | ND           |       |
| S-108                            | Area Planning - Rm. 312  | ND      | <1000 ppm       | ND           | ND    |
|                                  | City Clerk - Near Rm. 314E                                     | ND      | <1000 ppm       | ND           | ND    |

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| Building / Fan System    | Room                              | СО      | co <sub>2</sub> | Formaldehyde | Ozone |
|--------------------------|-----------------------------------|---------|-----------------|--------------|-------|
| Courts Building<br>S-201 | Circuit Court Rm. 210             | ND      | <1000 ppm       | ND           | ND    |
| 3-201                    | County Clerk Rm. 216, Front       | ND      | <1000 ppm       | ND           | ND    |
|                          | Back                              | ND      | <1000 ppm       | ND           | ND    |
|                          | Small Claims Court Rm. 223        | ND      | ND              | ND           | ND    |
| Courts Building<br>5-202 | Probate - Rm 127                  | ND      | <1000 ppm       | ND           | ND    |
| 3 102                    | Probation Dept - Rm. 201          | ND      | <1000 ppm       | ND           | ND    |
|                          | 2nd. Floor Lobby                  | ND<br>, | <1000 ppm       | ND           | ND    |
| Courts Building<br>S-203 | Hailway - Outside Court Rm. 104   | ND      | <1000 ppm       | ND           | ND    |
| 5-203                    | Court Rm. #4                      | ND      | <1000 ppm       | ND           | ND    |
|                          | Judge Dietsch's Office<br>Rm. 118 | ND      | <1000 ppm       | ND           | ND    |
|                          | _                                 |         |                 |              |       |

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| Building / Fan System | Room :                                      | CO | CO <sup>2</sup> | Formaldehyde | Ozone |
|-----------------------|---|----|-----------------|--------------|-------|
| Safety Building       | Police R & I Rm. 126                        | ND | <1000 ppm       | ND           | ND    |
|                       | Police Detective Rm. 119                    | ND | 1000 ppm        | ND           | ND    |
|                       | Sheriff - General Office Rm. 101            | ND | 1000 ppm        | ND           | ND    |
| Jail                  | Perimeter - South Side, 2nd. Floor          | ND | <1000 ppm       | ND           | ND    |
|                       | Office - 2nd. Floor                         | ND | <1000 ppm       | ND           |       |
|                       | Perimeter - North Side, 2nd. Floor          | ND | <1000 ppm       | ND           |       |
|                       | Sally Port - 2nd. Floor                     | ND | 1000 ppm        | ND           |       |
|                       | Perimeter - West Side, 2nd. Floor           | ŅD | <1000 ppm       | ND           | ND    |
|                       | Perimeter - East Side , 2nd. Floor          | ND | 1000 ppm        | ND           |       |
|                       | Perimeter - Court Side, 3rd. Floor          | ND | <1000 ppm       | ND           |       |
|                       | Perimeter - Post Office Side,<br>3rd. Floor | ND | 1000 ppm        | ND           |       |
|                       | Jail Office - 3rd. Floor                    | ND | 1000 ppm        | ND           |       |
|                       | Exercise Room - 3rd. Floor                  | ND | 1500 ppm        | ND           | ND    |

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| Building / Fan System | Room                                       | СО | CO <sub>2</sub> | Formaldehyde | Ozone |
|-----------------------|--|----|-----------------|--------------|-------|
|                       | Perimeter - 7th. Street Side<br>3rd. Floor | ND | 1000 ppm        | ND           |       |
| Separate Systems      | County Computer - Rm. 205                  | ND | <1000 ppm       | ND           | ND    |
|                       | Water Works - Computer Room                | ND | <1000 ppm       | ND           | ND    |
|                       | Building Authority Maint. Rm. 32           | ND | <500 ppm        | ND           |       |

# Table II Evansville-Vanderburgh County Building Authority indoor Air Quality Audit

#### Interviews

| Location                          | Fan System |
|-----------------------------------|------------|
| Prosecutor - Rm. 108              | S-101      |
| Controller's Office - Bookkeeping | S-103      |
| County Recorder                   | S-106      |
| Area Plan Commission              | S-108      |
| Circuit Court - Rm. 210           | S-201      |
| Probation Dept Rm. 201            | S-202      |
| Judge Dietsch's Office - Rm. 118  | S-203      |

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# Table III Evansville-Vanderburgh County Building Authority Indoor Air Quality Audit

# Additional Sampling Locations

| Building / Room                            | <u>Particulates</u> | <u>Formaldehyde</u> |
|--|---------------------|---------------------|
| Safety & Administration                    |                     |                     |
| 1st. Floor<br>Health Department - Rm. 127  | X                   |                     |
| Prosecutor's Office - Rm. 109              | x                   |                     |
| Water Department                           | x                   |                     |
| 2nd. Floor<br>County Assessor's - Rm. 221B | X                   |                     |
| County Assessor's - Rm. 225                | x                   |                     |
| County Recorder                            | x                   |                     |
| County Auditor - Bookkaeping               | x                   |                     |
| 3rd. Floor<br>Building Authority           |                     | X                   |
| City Controller - Bookkeeping              | x                   | X                   |
| Area Plan Commission - Rm. 312             | X                   |                     |
| Courts Building                            |                     |                     |
| 1st. Floor<br>Judge Dietsch's Office       | x                   |                     |
| Probate - Rm. 127                          |                     | x ,                 |
| 2nd. Floor<br>County Clark                 | x                   | X                   |
| Circuit Court - Rm. 210                    | X                   | X                   |
| Probation Department - Rm. 201             | X                   |                     |
| Jail - & Locations                         | x                   |                     |

# Table IV Evansville-Vanderburgh County Building Authority Indoor Air Quality Audit

# **Particulates**

| <u>Location</u>                  | Result<br>mg/m <sup>3</sup> |
|----------------------------------|-----------------------------|
| Circuit Court Rm. 210            | 0 01                        |
| County Clark's Office            | ND                          |
| Probation Dept. Rm. 201          | ND                          |
| Probate Rm. 127                  | ND                          |
| Area Plan Commission Rm. 312     | 0 01                        |
| City Controller - Bookkeeping    | 0 03                        |
| Water Dept.                      | NO                          |
| Prosecuter's Office Rm. 108      | ND +                        |
| County Recorder's Rm. 231        | NO                          |
| Pigeon Township Assessor Rm. 225 | NO                          |
| Knight Township Assassor Rm. 221 | 0 01                        |
| County Auditor Rm. 208           | NO                          |
| Jail - 2nd. Floor - West Side    | 0 12                        |
| 2nd. Floor - East Side           | 0 07                        |
| 2nd. Floor - N. West Side        | 0 10                        |
| 3rd. Floor - East Side           | NO                          |
| 3rd. Floor - West Side           | 0 18                        |
| 3rd. Floor - Exercise Room       | 2 08                        |
| Health Dept.                     | <b>'0</b> 0                 |
| Judge Dietsch's Office           | 2 08                        |

ND = None Detected

PEL = 15 mg/m<sup>3</sup>

# Table V Evansville-Vanderburgh County Building Authority Indoor Air Quality Audit

# Formaldehyde

| Location                   | Result           |
|----------------------------|------------------|
| Building Authority Rm. 317 | 0.0 <b>7 ppm</b> |
| City Controller Rm. 300    | 0.13 ppm         |
| Circuit Court Rm. 210      | 0.0 <b>7 ppm</b> |
| County Clerks Rm. 216      | 0. <b>08 ppm</b> |
| Probate Rm. 127            | 0. <b>07 ppm</b> |

NOTE: Areas of new carpeting and/or furnishings.

PEL = 0.75 ppm

# Building ills arend cured by more air

Scripps Howard News Service

Letting more air into a building doesn't cure sick-building syndrome, a team of doctors reports in the current issue of the New England Journal of Medicine.

And a Denver doctor who wrote the editorial response to the study called it a breath of fresh air evidence that the syndrome is too complex for a quick fix.

"We do not know the cause of the sick-building syndrome," and the science to support prevention, a correction and the setting of standards is woofully undeveloped and unsupported, wrote Dr. Kathleen Kreiss of the National Jewish Center for Immunology and Respiratory Medicine.

Officeworkers nationwide have complained of itchy eyes, headaches, sore throats and respiratory problems typical of the syndrome.

Much of the blame has been the heaped on air-tight buildings that have proliferated since the energy is crisis of the 1970s.

To save on energy costs, they the same the same and the same the s

To save on energy costs, they are fully insulated and the win-, dows often are permanently shut.

The heating and ventilating system relies mostly on recirculated air, not fresh air. Tobacco smoke, viruses, carpeting, pestinides, cleaning sprays, emissions of from office equipment and outside, pollutants often are recirculated.

The new study means public health officers will have to redouble their investigations of buildings focusing on air conditioners that create enough moisture to allow microbes to grow, said Kreiss.

The team of Canadian doctors increased the air flow in four buildings by up to 50 cubic feet a minute per office employee.

The doctors manipulated the

The doctors manipulated the air in four buildings, and got most of the 1,836 employees to fill out health questionnaires.

More than half the workers re-

More than half the workers reported at least one health symptom a week

The number of symptoms was virtually identical regardless of how much outside air was being pumped in; said Dr. Richard Menzics.

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| Board of Commissioners  | <b>/</b>  |                       |  |                          |  |  |  |
| Ch  |   |                       |  |                          |  |  |  |
|   | <del></del>   | *                     | •  | •                        |  |  |  |
|   | <del></del>   |                       |  |                          |  |  |  |
|   | :   |                       |  | TOTAL                    | 324.00   |  |  |
|   |   |                       |  |                          |  |  |  |

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| Alfredis Transaire  | That it is apparently  That it is apparently  Contract  statutory authority  correct  incorrect   |  |
|---|---|--|
| . 1875.00   | A) is thrown  |  |
| ON ACCOUNT OF APPROPRIATION ACCOUNT NO. 130 - 3000 PURCHASE ORDER NO. INVOICE NO. 25603 PURPOSE  Allowed 19  In the sum of \$  Commissioners County | I certify that the within bill is true and correct: that the supplies and materials the itemized and for which charge is made were ordered by me and were necessary to public business; that each and every item has been delivered to me at prices mention and was in accordance with contract, except.  |  |
|   | a contract of the contract of |  |
|   |   |  |

# PARTIAL RELEASE OF MORTGAGE

| This is                           | to certify that a certain  | mortgage, execute    | d by Keith E. Schoet<br>n, Husband and Wife | tlin and Mary A                              | ("Mortgagor") in facer of         |
|-----------------------------------|--|----------------------|---|--|-----------------------------------|
| Permanent Fed                     | eral Savines Bank  |                      | tgagee") dated the <u>28th</u>              |  | 19 93 n ma                        |
| original sum of \$_               |  |                      | Record<br>Mortgage Masser 646               | Page 336                                     | , in the office of the Recorder   |
| Vanderburgh Cou                   | nty, Indiana, is hereby PA   | ARTIALLY RELE        | ASED with respect to the f                  | ollowing described po                        | ortion of the real estate en      |
| by the above-refer                | enced mortgage:  |                      |   |  |                                   |
|                                   |  |                      |   |  |                                   |
|                                   | See Ex   | chibit "A" attached  | hereto and incorporated                     | herein by reference.                         |                                   |
| Said Mo                           | ortgage remains in full fo   | orce and effect as t | o that portion of the real                  | estate not released.                         |                                   |
| •                                 |  |                      | USI Proje                                   | ct: C-E 180(1)                               | age, is being conveyed by 11 mg.  |
|                                   |  |                      | •   |  | struction and maintenance         |
|                                   |  |                      | or other impairments shall                  | i de imposed against                         | Vanderburgh Country's the control |
|                                   | ed in the attached Exhib   |                      |   |  | Vice Descident                    |
|                                   |  |                      |   | ortgage to be signed                         | by its Vice-President :           |
| its seal attached he              | reto this <u>28th</u> day of   | January              | , 19 <u>93</u> .                            | . 7  |                                   |
|                                   |  |                      | Permanent Mortgagee  By  (Signature)        | Federal Savings                              | Bark 1                            |
|                                   | ,  |                      | Richard A. (Printed Name                    | Condi, Vice-Pre and Title)                   | esident                           |
| STATE OF INDIA                    | ) <b>SS</b> :  |                      |   |  |                                   |
| Vice-President                    | ne the undersigned, a No<br>of <u>Permanent</u> , Fed<br>orporation for the uses | ercal, the Mort      | gagee hereinabove, who a                    | e, personally appeare<br>cknowledged the exe | d Richard A. Corts                |
| WITNES                            | S My hand and Notaria  | l Seal this 28th     | day of January                              | 8 (an  | int H                             |
| My Commission Ex<br>10-31-94      | pires:   |                      | Signature of Noracy Publ                    | lic  |                                   |
| My County of Residual Vanderburgh | dence Is: County, Indiana.   |                      | Any S. Hammett<br>Printed Name of Notary    | Public                                       |                                   |

Project: M-E 185(1) Parcel: 19 Page 1

## WARRANTY DEED

Ŗ.

THIS INDENTURE WITNESSETH, That Robert J. Skipper Jr. and Karen Skipper

(adults, husband and wife)

(hereinafter "Grantor") CONVEYS AND WARRANTS to Vanderburgh County in the State of Indiana (hereinafter "Grantee") for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Vanderburgh County, Indiana, together with all interests including any and all of the mineral rights and interests on, in, and under said real estate:

A part of the South Half of the South Half of the Northwest Quarter of Section 12, Township 6 South, Range 10 West of the Second Principal Meridian, Vanderburgh County, Indiana, described as follows:

Commencing at a stone which marks the southwest corner of the said half-half-quarter section; thence South 89 degrees 31 minutes 30 seconds East 78.27 feet along the south line of the said half-half-quarter section to the eastern boundary of Green River Road and the POINT OF BEGINNING of this description; thence North 3 degrees 10 minutes 25 seconds West 37.78 feet along said eastern boundary of Green River Road; thence South 48 degrees 11 minutes 31 seconds East 57.09 feet to said south line of said half-half-quarter section; thence North 89 degrees 31 minutes 30 seconds West 40.46 feet along said south line to the point of beginning and containing 0.018 acres, more or less. All bearings in this description are based on the bearing system of Project M-E 185 (1).

TOGETHER with the permanent extinguishment of all rights and easements of ingress and egress to, from, and across the limited access facility (to be known as Lynch Road and as Project M-E 185 (1)), to and from the owner's abutting lands, along the line described as follows: The 57.09-foot course described above. This restriction shall be a covenant running with the land and shall be binding on all successors in title to the said abutting lands.

This conveyance is made subject to the real estate taxes due and payable in 1992, and all subsequent taxes, which the Grantee herein assumes and agrees to pay.

This conveyance is also made subject to any and all existing easements, conditions, building, use, or other restrictions, rights-of-way, reservations and protective covenants of record affecting the hereinabove described real estate.

This conveyance is also made subject to all prior recorded conveyances and reservations, if any, of the minerals underlying the above-described real estate.

IN WITNESS WHEREOF, Grantor has executed this instrument, this

\_\_ day of

"Grantor"

Robert J. Skipper Jr.

(adult, husband)

'Grantor"

R. Karen Skipper (adult, wife)

# PARTIAL RELEASE OF MORTGAGE

| This is to certify that a cer  |  |  |                          |                        |                       | kipper Mortgagor") in favor                              |
|--|--|--|--------------------------|------------------------|-----------------------|--|
| National City Bank   | (*Moi  | tgagee") dated the   | 14th                     | _day of_               | May                   | , 19 <u>86</u> , in ti                                   |
| original sum of \$ 34,000.00   |  |  |                          |                        |                       | •  |
| Vanderburgh County, Indiana, is hereb  | by PARTIALLY RELE  | ASED with respect to   | the follo                | wing descr             | ribed por             | tion of the real estate encumbers                        |
| by the above-referenced mortgage:  |  |  |                          |                        |                       |  |
| Se   | ee Exhibit "A" attached  | hereto and incorpor  | rated here               | in by refe             | rence.                |  |
| Said Mortgage remains in f   | uil force and effect as  | to that portion of the   | real esta                | te not rel             | eased.                |  |
| The portion of real estate de  | escribed above, which is   | being released from t  | the aforen               | nentioned              | mortgag               | e, is being conveyed by Mortgago                         |
| to Vanderburgh County, and shall be p  | permanently dedicated i  | or the extension of L  | ynch Rose                | i, and for             | the cons              | truction and maintenance thereof                         |
| Mortgagee hereby agrees that no clair  | ns, levies, attachments,   | or other impairment  | s shall be               | imposed                | against \             | Vanderburgh County's title to the                        |
| real estate described in the attached E  | Exhibit "A".   |  |                          |                        |                       |  |
| IN WITNESS WHEREOF,  | , Mortgages has caused   | this Partial Release   | of Mortg                 | ege to be              | signed b              | y its Vice President and                                 |
| its seal attached hereto this 20 d   | ay of May  | , 19 <u>92</u> .   | •                        |                        |                       |  |
|  |  | Mortgag  By: 10  (Signa  | ture)                    | il Lo<br>pkins         | ungs                  | line<br>resident   |
| STATE OF INDIANA ) COUNTY OF Vanderburgh )   | SS:  |  |                          | ·                      |                       |  |
| Before me the undersigned, Vice President of National Con behalf of said Corporation for the | a Notary Public in and<br>LLY BENK, the Mor-<br>uses and purposes ther | I for said County and<br>tgages hereinabove, v<br>ein set forth. | i State, pe<br>who ackno | rsonally a<br>pwiedged | ippeared<br>the execu | Thomas R Lampkins . the ution of the foregoing instrumen |
| WITNESS My hand and No   | otarial Seal this 20   | day of May   |                          | 1                      | <u>92</u> .           |  |
|  |  | (, ()  | 0-                       | ـــــ                  | د                     |  |
| My Completion Explres:   |  | Signature of Motar   | y Public                 | war                    |                       |  |

### WARRANTY DEED

THIS INDENTURE WITNESSETH, That Robert J. Barron and Patricia L. Parron (adults husband and wife)

(hereinafter "Grantor") CONVEYS AND WARRANTS to Vanderburgh County in the State of Indiana (hereinafter "Grantee") for the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the following described real estate in Vanderburgh County, Indiana, together with all interests including any and all of the mineral rights and interests on, in, and under said real estate:

Part of the Southwest Quarter of the Southeast Quarter of Section Thirty (30), Township Six (6) South, Range Eleven (11) West in Vanderburgh County, Indiana, more particularly described as follows;

Beginning at a stone Nine (9) chains and Sixty-eight (68) had North of the Southeast corner of the Southwest Quarter of the Southeast Quarter of Section-Thirty (30). Township Six (6) South, Range Eleven (11) West; thence North, on said Quarter Quarter line, One Hundred Vinety-eight (198) feet; thence South 86 Degrees 45 Minutes West, One Hundred Sixty-five (165) feet and Three (3) Inches; thence South One Hundred Ninety-eight (198) feet; thence North 86 Degrees 45 Minutes East, One Hundred Sixty-five (165) feet and Three (3) Inches to the place of beginning.

Together with the permanent estinguishment of all rights and exercises of ingress and egress to, from, and across the limited access facility (to be known as USI-SR 6. Interchange and as Project C-E 180(1)), to and from the owner's abutting lands, along the lines described as I where. Commencing at the southeast corner of said quarter quarter section; thence North 00 degrees 58 mounts 47 seconds East 843.41 feet along the east line of said quarter quarter section to the northeast corner of the source's land; thence South 87 degrees 40 minutes 25 seconds West 28.47 feet along the north line of the source's land to the POINT OF BEGINNING of this description; thence South 34 degrees 45 minutes 37 seconds West 60.56 feet; thence South 51 degrees 19 minutes 59 seconds West 133.61 feet and terminating on the second with the land and shall be binding on all successors in title to the said abutting lands. All bearings as the description are based on the bearing system of Project C-E 180(1).

The intent of the above description is to locate the access control has as depicted on the Right-of-Way Plans for Vanderburgh County Project C-E 180(1) recorded to parameter 29, 1992 in Miscellaneous Record Drawer 3, Card 9028 in the office of the Vanderburgh County Recorder.

This conveyance is made subject to the real estate taxes was and psyable in 1992, and all subsequent taxes, which the Grantee herein assumes and agrees to pay.

This conveyance is also made subject to any and all cancers, conditions, building, use, or other restrictions, rights-of-way, reservations and protective coverage of record affecting the hereinabove described real estate.

Project: C-E 180(1) Parcel: 16 Page 2

| IN WITNESS WHEREOF, Grantor b  | as executed this  | instrument, this _  | 137   | 4  | day of                           |
|--|---|---|---|--|----------------------------------|
|  |   | Der a Legar   | COE   |  |                                  |
|  |   | No con  | Robert                                      | J. Barron  |                                  |
|  |   | "Grantor"   |   | dult husbar  | nd)                              |
| STATE OF INDIANA   | ,   | Yat :   | : £   | Ran  |                                  |
| STATE OF INDIMA  | ) SS:   | IUCILE.   | Ca. oc                                      | Patricia I   | Barron                           |
| COUNTY OF Vanderburgh  | زــــــ   | "Gran   | tor"  | (adult v   |                                  |
| Before me, a Notary Public in and for Robert J.  |   |   |   | l the within na                                      | med                              |
|  |   | husband and   |   |  |                                  |
| who acknowledged the execution of the for<br>representations therein contained are true  |   | ent, and who, hav   | ing been du                                 | ly sworn, state                                      | d that anv                       |
| WITNESS my Hand and Notarial Seal  | this/3_   | day of afri   | /   | , 199_   | 3                                |
| My Commission Expires:   |   | 1   | که سنسه                                     | mill   |                                  |
| July 25, 1993  |   | Notary Public   |   |  |                                  |
| My County of Residence Is:   |   | <b>7</b>  |   | •••  |                                  |
| Vanderburgh County, Indi   | ana   | Printed Name of   | is L. Mi                                    | 11er   |                                  |
|  |   | rimited Name of   | Notary                                      |  |                                  |
| THIS INSTRUMENT was prepared by K. 305 Union Federal Building, Post Office E the Grantee, based solely on information s out examination of survey, title or abstract omissions in this instrument resulting from to this disclaimer by the execution and the | ox 3646, Evans supplied by one . The preparer a the information | ville, Indiana 4773<br>or more of the pa<br>assumes no liabili<br>on provided, the pa | 35-3646, at the rices to this ity for any c | he specific req<br>conveyance, as<br>rrors, inaccura | uest of<br>ad with-<br>icies, or |
| Address of Grantee and being also where  | tax duplicates a  | re to be sent unles   | ss otherwise                                | bereinafter in                                       | dicated                          |
|  |   | erburgh County<br>Boulevard, Room<br>iana 47708                                       | 208   |  |                                  |
| Return to the offices of:  |   | derburgh County<br>Boulevard, Roon<br>diana 47708                                     | n 208                                       |  | •                                |

DULY ENTERED FOR TAXATION SUPERING TO FINAL ACCEPTANCE FOR TRANSPORT

APRIL 2 0 1993

Som Wanglag

AUDITOR

PARCEL NO. 16 OWNER: Robert J. & Patricia Barron DRAWN BY: P. Reahard CHECKED BY: D. L. Helms 3/27/92 PROJECT NO. C-E180(1)
ROAD NO. U.S.I. Overpass DEED RECORD: D.D.5 CD. 2208 **COUNTY: Vanderburgh** SECTION: 30 TOWNSHIP: 6S RANGE: 11W DEED DATE: Oct. 9,1989 SCALE: 1"=40' HATCHED AREA IS THE APPROXIMATE TAKING OTAL AREA =
/W EXSTING = Computed By Bernardin Lochmueller & Asc. 0.751 Ac.(C) Record 0.127 Ac.(C NET TOTAL AREA = 0.624 Ac.(C)
AREA of TAKING = 0.624 Ac.(C)
RESIDUE = 0.000 Ac.(C) Measured 0.624 Ac.(C) 0.000 Ac.(C) -NE Corner SW 1/4, SE 1,4 Sec. 30-6-11 (1" Angle I. Fnd) P.I. 48+29.04 Δ=50'45'00" U D=20'00'00" R=286.479' T=135.877' L=253.750' E=30.590' 165.25' (C) 28.47 Excess Land-0.022 Ac. ខ ១ CHIE 98.00 98, 00'58'47 ENL8800054
STATE OF

SURVEYERS

SURVEYERS

STATE OF

SURVEYERS

SU STATE OF STEP 16 P.I. 10+20.06 Δ=10'00'00' Lt. D=5'00'00' R=1145.92' T=100.25' L=200.00' E=4.38' Halle E. C. LXIST. E PB-16 Feet-3 inches (R) 165.25' (C) © Existing Middle Mt. Vernon Road N 86 45' E N 87 40'25' E 홄 5 54 25 30 May (638.88°) -SE Corner SW 1/4, SE 1/4 Sec. 30-6-11 (Nothing Fnd.) 6 Section Line

# MINUTES COUNTY COMMISSION MEETING APRIL 26, 1993

# INDEX

| Subject   | Page                      | No. |
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| Introductions & Pledge of Allegiance  | • • •                     | 1   |
| Emergency Management Agency/Evacuation Drill  | 30                        | 1   |
| Big Creek Drainage Association/Dave Ellison/Request re Replacement of Bridge #7 on Bixler Rd., Bridge #5 of Mann Rd., and Bridge #17 on Bender Rd |                           | 2   |
| Building Commission/Request for House Move (Approved)   | • • •                     | 2   |
| Petition to Vacate a Portion of E. Indiana Street,<br>Part of E. Franklin Street & Three (3) Easements<br>in Hesterray Subdivision (Approved)     | •••                       | 3   |
| American Star Properties/Conditional Gift Agreement (David Miller, Atty.)   | •••                       | 3   |
| (Revised Document to be prepared for signatures next week, with agreement being retroactive to January 1, 1993)                                   | •••                       | 6   |
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| Digital Computer Equipment Maintenance Agreement  | •••                       | 7   |
| Awarding of Bids/Copier for Sheriff's Command Post (VanAusdall & Farrar - Alternate Bid)  | ••                        | 7   |
| County Attorney/Alan M. Kissinger   | • •                       | 8   |
| County Engineer/John Stoll  | :<br>:il<br>:f re<br>oval | 8   |
| County Highway/Bill Morphew   | 1                         | L1  |

| Burdette Park/Mark Tuley   | 12 |
|--|----|
| Request re World Waterpark Seminar re Day Camp<br>(M. Tuley to obtain further information and<br>Board taking request under consideration) |    |
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| Old Business   | 16 |
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| Meeting Adjourned @ 7:25 p.m   | 19 |

# MINUTES COUNTY COMMISSION MEETING April 26, 1993

The Vanderburgh County Board of Commissioners met in session at 5:30 p.m. on Monday, April 26, 1993 in the Commissioners Hearing Room with President Rick Borries presiding.

# RE: <u>INTRODUCTIONS & PLEDGE OF ALLEGIANCE</u>

President Borries called the meeting to order, welcomed the attendees, introduced members of the County staff (B.J. Farrell, Commission Secretary; Mark Abell, Supt./County Bldgs.; Commissioner Tuley; himself; Commissioner Hunter; Sam Humphrey, County Auditor; Attorney Alan Kissinger; and Joanne Matthews, Commissioners' Executive Recording Secretary).

Commissioner Borries 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 this evening's agenda.

# RE: EMERGENCY MANAGEMENT AGENCY/EVACUATION DRILL

Ms. Jane Snelling, EMA Assistant Director, was recognized and stated she sent a memo to the Commissioners on April 15th in regard to an evacuation drill they would like to hold with the County employees on June 15th. The only thing she is asking is permission to ask the different department heads' approval to send one or two employees. The employees will be evacuated out to the Back Forty Parking Lot. They have sections designated (1, 2 3 4 and E) so if we ever have to evacuate this building you will know where your employees go -- because by the State of Indiana, until employees can be released from here in an emergency or disaster, it is up to the Commissioners to release them. She doesn't think we want 800 employees running around everywhere and us trying to find them in the building. The drill should not take more than fifteen or twenty minutes.

Mr. Borries entertained questions. There being none, he said it is important -- lest we make light of this type of thing. In case a disaster happens, it is certainly better to be prepared.

Ms. Snelling said she is looking at approximately 8:30 a.m. on June 15th for the drill. The meeting for the Safety Coordinators is on May 18th in Room 301 at 2:30 p.m. At that time she will let the Safety Coordinators know which designated section to go to. She does have the departments outside the Civic Center that have become interested in this (such as Burdette Park, the County Garage) -- it has made them start thinking about having a place for their employees to meet, which pleases the EMA.

In response to query from Commissioner Hunter, Ms. Snelling said she will be more than happy to talk with the Auditorium and the Coliseum. Mr. Hunter said every one of those buildings needs some sort of a plan.

Mr. Borries said we had better include the Old Court House.

Mr. Hunter said he even wonders about the E.A.R.C. They probably have a plan, but it would probably be a good idea to contact them - it is County property.

In response to queries from the Commissioners, Ms. Snelling said she also has the Safe House and Hillcrest-Washington Home on the list. Commissioner Borries asked Mr. Abell to be sure a memo goes out informing department heads about the scheduled drill and asking them to attend or have their Safety Coordinators attend the May 18th meeting.

#### RE: BIG CREEK DRAINAGE ASSOCIATION/REQUEST RE REPLACEMENT OF THREE BRIDGES

Mr. Dave Ellison of 2040 W. Baseline Rd. said he is here tonight representing Big Creek Drainage Association, Inc. As an Association, they have always planned for the future and with the help of the Commissioners they can continue with that endeavor. is here tonight to ask the Commissioners to address bridges which are in the watershed of the Big Creek Ditch Association:

- Bridge #7 on Bixler Rd. Bridge #5 on Mann Rd. 1)
- 2)
- d) Bridge #17 on Bender Rd.

Mr. Ellison said these bridges were supposed to have been replaced, according to a sheet pulled from the County Bridge Inspection Phase The reason they are requesting this is that the Hwy. 41 corridor is being speculated as growing. With what has been built up there so far and expansion of a few buildings, the influx of water on their ditch is increasing tremendously. These bridges are bottlenecks and the Commissioners have been very supportive in the past in replacing bridges. This has helped them tremendously and they just hope the Commission will also address these three bridges for them.

Mr. Hunter asked if the replacement of the bridge on Nisbet Station Rd. improved the flow through that area?

Mr. Ellison responded affirmatively.

Mr. Hunter said, "Then the design of the bridge is definitely important in this."

Mr. Ellison said, "Exactly -- because the bridge past that, which was down on Woods Rd., is also a three-span bridge, which has also helped tremendously. But these two bridges are right in between those two and back farther toward Hwy. 41 we've replaced all those bridges (back on St. Joe Avenue, Outer Darmstadt Rd.) and these are really the only two bridges left on Big Creek itself that need to be replaced; and the one on Bender Rd. is an artery that feeds into Pond Flat, which is also creating a bottleneck."

Mr. Hunter said the real problem is the bottleneck as opposed to getting equipment across the bridges?

Mr. Ellison said exactly. While this is purely speculation on their part, if Mann Rd. and Bixler would be replaced, these bridges are within almost one half mile of each other and they thought they could be done at the same time for relatively cheaper cost by building them at the same time. They hope the Commissioners will take this under consideration and address these problems.

#### BUILDING COMMISSION - REQUEST TO MOVE A STRUCTURE RE:

Commissioner Borries noted Mr. Lehman is not present, but the request was briefly discussed earlier. The request concerns the moving of a house from Elberfeld over County roads to Seven Hills Rd. Elmer Buchta is the mover. Mr. Borries entertained questions or a motion.

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

RE: PETITION TO VACATE A PORTION OF E. INDIANA STREET, PART OF E. FRANKLIN STREET & THREE (3) EASEMENTS IN HESTERRARY SUBDIVISION

Commissioner Borries said this matter was deferred from the April 19th agenda. He thinks there may be other discussion about this particular matter, but Mr. Mitchell is here and he will begin with him.

Attorney Mike Mitchell said the Petition before the Commissioners and the Ordinance under consideration concern the Vacation of E. Indiana Street that is in the County portion of the platted East Franklin Street, which is unimproved, as are the easements within Hesterray Subdivision. There are no lots actually built on; no improvements within the subdivision. As part of the Super K Mart Project, they are asking that these public easements and rights-ofway be vacated. In conjunction with that, what they have is a commitment to the Executive Manor Apartment owners that we will keep Indiana Street open until an alternate route is available ad open for traffic -- so we will have a continuous flow from Kimber to Burkhardt. What they plan, when this is vacated simultaneously he will get with Joanne Matthews. And they are going to do the same thing in the City. The Eulers will give a temporary easement back to the County and to the City. Approximately half of Indiana is in the City and half is in the County -- and that temporary easement will say that if this project, for some reason, doesn't come to fruition within one year, then Indiana reverts back to the County and the City as a permanent dedicated right-of-way (which they don't anticipate that to happen) -- but that covers the procedures they are going through. As soon as they file a document that an alternative route is open, that will vacate and terminate the temporary easement. Toby Shaw of the City and County Attorney Kissinger reviewed the documents for that temporary easement. that is part of their commitment to the apartment owners -- so they keep a flow of traffic going through. That is basically what their petition and ordinance is. Mr. Morley is here; Mr. Harrison and Mr. Slagle from American Star are also here. They have this broken down into three legal descriptions.

Commissioner Borries entertained questions from the Commissioners. There being none, he asked if there is anyone present who wishes to speak concerning this Petition to Vacate, as has been advertised? There was no response from the audience and a motion was entertained.

Motion to approve the vacation, as requested, was made by Commissioner Tuley, with a second from Commissioner Hunter. So ordered. (Note: Roll Call vote approving the Ordinance is on Page 6).

Mr. Borries said that as a related matter, the County has been working with a group to insure what we would consider an orderly traffic flow in the area of that development. That area is a bit complicated because of the way the property is at this time situated in relation to where the proposed Virginia Street is to be extended. However, in the interest, he thinks, of good planning nd because this has been an ongoing item, we have worked to insure that perhaps this agreement to extend Virginia Street could be accepted. At this time is there someone to speak about the matter of extending Virginia Street in the area of the related development that we are considering here today?

# RE: CONDITIONAL GIFT AGREEMENT/AMERICAN STAR PROPERTIES

Attorney David Miller approached the podium and said, "Thank you, Mr. President and Members of the Commission. We have been working for some time on a draft of a Conditional Gift Agreement between American Star Properties and the County. My particular client is the Executive Manor Company Trust and I was asked to take the lead

on drafting this document -- I think because the other parties were busy concentrating on the vacation and the easements back and those kinds of things. But it is clear that it is in the interest of good traffic flow; it is in the interest of orderly development out there and in the interest of public safety that East Virginia Street be extended to Burkhardt Rd. if at all possible. Each of you should have received by now a letter dated April 22, 1993, from my office -- a Conditional Gift Agreement, which is probably a third draft -- and this agreement provides for American Star Properties to conditionally gift to the County the designated sum plus a commitment for a supplemental gift, if necessary, for the purpose of giving the County available funds with which to purchase one parcel of property. All of the other adjacent landowners that would be required to provide property for the extension of Virginia Street have agreed to contribute, without cost, the necessary lands to the County for the extension of Virginia Street from Metro Avenue eastward to Burkhardt. The County, through Mr. Borries during our discussions -- and transmitted to us also through Mr. Kissinger -- has indicated all along the willingness to place the culvert and the 75 ft. approaches over the Stockfleth Ditch, which is in the line of Virginia Street, and that 75 ft. stretch on either side will permit this portion of Virginia Street to hook up with Metro Lane on the west and to hook up with the streets that American Star agrees by this agreement to build to governmental specifications, assuming that this one particular piece of property is acquired. We have provided in this draft every provision that Mr. Kissinger has quite rightly asked. We have provided that the County will have absolutely no financial exposure. We have provided that in the event the County determines that the conditional gift that is provided for in this agreement is not adequate to hold the County -- not hold the County harmless -- but to assure that the County does not incur any cost over and above the gift -- then the County has the right to give notice to American Star of its intention to withdraw from this eminent domain proceeding and American Star then has thirty (30) days to suggest to the County appropriate additional alternatives in order to save the project. If that is not done to the County's satisfaction, the agreement is at an end. But this agreement further benefits the County in that even if that occurs, American Star still commits to build Kimber Lane to extended Virginia and Virginia to where the culvert would be installed, so that the culvert can be installed and Metro Lane will still be reachable -- it will just be by a checkerboard route that everybody agrees is not the best, but at least there will be an exit that way. So this commitment assures that Metro Lane will be reachable one way or the other, and I think that the County couldn't do any better than to enter into this It is a no lose situation for the County." agreement.

Mr. Borries thanked Attorney Miller for his comments and asked Attorney Kissinger for his response.

Attorney Kissinger said, "There were several concerns which I made known to the Commissioners at various times through the communications on this matter. David and I talked this morning and, quite frankly, David, you and I were on the wrong page; that was not your fault. Apparently, I had not received the updated copy. There were certain concerns that I addressed to the Commissioners. First, there was a time limit that the County was supposed to meet as far as condemnation action, if necessary. Secondly, there were certain monetary concerns. Thirdly, I felt like the County ought to have control -- I mean if it came to a point that the County saw that it was getting itself into a hole, we needed, quite frankly, a way out. Also, I would like to ask you -- this intent to withdraw -- if something unanticipated occurs and we have a monetary figure that your clients feel like they can still deal with, is there a possibility of another conditional agreement being entered into for that purpose?"

Attorney Miller responded, "A supplement. A supplement is what we would have in mind -- submitting to the Commissioners a supplementary agreement which would save the project. We believe that the conditional gift and the supplement that is provided here should be more than adequate for this very small piece of ground. But if things appear to develop to the contrary, then we want the opportunity to address that and save the project."

Attorney Kissinger continued, "And you have even addressed the issue of keeping Indiana Street open, which I appreciate. I didn't ask for that, but I'm glad it's here. One final question I would have for you. As far as my legal expenses are concerned -- since I would be handling this -- my commitment to the Commissioners and to the County is that there will be no additional legal expenses. We may have expenses for hiring an independent agent to represent the County in the possible acquisition. Am I correct in assuming that if we have expenses and if, for some reason, the County must pull out within the terms of the agreement, that those expenses would still be paid?"

Attorney Miller replied, "You are correct. The term "cost" is defined at the bottom of Paragraph 3 on Page 2, where it says "Cost" as used herein means the amount paid by the County to the owner and legal fees and expenses incurred by the County in the course of any eminent domain action."

Attorney Kissinger said, "All right. In consideration of that, I would advise the Commissioners then that all of my concerns have been addressed and I think that they have been met. As a matter of fact, I think that in some cases they have even gone further than we have asked and they have anticipated some problems that, quite frankly, I didn't. They didn't anticipate problems, but they anticipated potential problems. In consideration of the updated Conditional Gift Agreement, the fact that we do have statutory authority to accept this gift, we do have statutory authority under certain circumstances to acquire right-of-way and to acquire it by right of eminent domain if all conditions are met, I would advise the Commissioners that the Conditional Gift Agreement is in order legally. I don't see any objection to it. Obviously, I am not in a position to make a recommendation to the Commissioners as to whether you should accept or reject it, but as far as the document being legal, protecting the County and the other parties concerned, I believe it more than meets the requirements."

Attorney Miller said, "We have submitted three (3) copies that have already been executed by American Star Properties and we would request that if you find it in the County's interest to approve, that we would like to do this as a package tonight."

Commissioner Borries thanked Attorney Miller and entertained questions.

Commissioner Tuley said he has a question, in general. In the long range planning, the extension of Virginia Street was something the County had anticipated having to do on their own much further down the road? Is that correct?

County Engineer John Stoll said that in the past it has been built in segments by developers -- but it has been in the works ever since the early 80's, back when the Burkhardt Rd. project was undertaken. So it has been part of the plans.

Mr. Tuley said, "But this gives the opportunity to do it at much lesser cost?"

Mr. Stoll said that is correct.

Commissioner Tuley said he has no questions.

Commissioner Borries said if there are no further questions, he thinks his have been answered. Alan clearly spelled those out. David Miller, in his presentation, brought it out that the reason this has become such a bit of an unusual thing is that, quite frankly, the County has not been budgeted for any type of situation like this -- so this insures us to move forward with an overall master plan and also to insure, as has been pointed out, good traffic flow in the interest of public safety and good planning in the area. I am also going to ask for a roll call vote on the vacation since it involved an ordinance. So let's return to the Ordinance re the Vacation and ask for a roll call vote: Commissioner Hunter, yes; Commissioner Tuley, yes; and Commissioner Borries, yes.

Commissioner Borries then entertained a motion concerning the Agreement, which allows the County to enter into eminent domain proceedings in the public's interest concerning the matter of the extension of Virginia Street.

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

Commissioner Borries asked for a roll call vote: Commissioner Hunter, yes; Commissioner Tuley, yes; and Commissioner Borries, yes. So ordered.

# RE: SWIRHC (SOUTH WEST INDIANA REGIONAL HIGHWAY COALITION)

The meeting continued with Commissioner Borries asking if there is anyone present concerning the extension of the agreement re the South West Indiana Regional Highway Coalition. The amount of money for the Commissioners is \$20,000 for services to be performed. What this particular group does is lobby in behalf of an Intestate Highway between Indianapolis to Evansville and potentially on to Memphis, Shreveport, LA and Houston, TX. In other words, it is part of a national lobbying effort to extend what would be known as I-69 South. In the past this County has contributed to this particular effort and this would be an extension of those services.

Attorney Kissinger said, "If I may, I would advise the Commissioners that the money is already in place and if you vote to approve this, you should approve it retroactive to the first of the year. It was not our fault that it was not dealt with at that time, but it should be effective from the first of the year -- because it is supposed to be a continuous agreement. We'll have to fill in the proper dates. Do we have an updated version?"

In response to query from Commissioner Borries and Attorney Kissinger, Ms. Farrell said what she has given the Commissioners is just a copy of last year's agreement.

Mr. Borries said, "B.J., we'll have to add Pat's name to that and I would assume that Mr. Leich is still one of the Co-Chairmen. Probably what we're going to have to do is set up a new agreement, which we can sign at the next meeting if we agree to this. But in order for Pat to sign off on this we'll need to do that."

Ms. Farrell said they have asked for us to do this as soon as possible, because they are in the process of being audited and they have received funds from us and they want to make sure there is no problem.

Mr. Borries said we certainly wouldn't want to cause the IRS any problems -- not this group -- not him. He then entertained a motion concerning the extension of the services.

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

Commissioner Borries requested a new document be prepared this week for signatures next week.

# RE: AUCTION/EXECUTION OF TITLES & BILL OF SALE

Commissioner Borries stated that last Saturday the County had an Auction regarding surplus items which were sold at the Vanderburgh County Garage. There are a couple of things that need to be acted on at this time. First, we need to approve -- and you need to give me approval to sign the titles for the signatures of those cars that were sold at the County Auction and also approval to sign a Bill of Sale for one trailer low boy, which was also sold at that particular auction.

Motion to approve signing of titles and bill of sale was made by Commissioner Tuley, with a second from Commissioner Hunter. So ordered.

### RE: DIGITAL COMPUTER EQUIPMENT MAINTENANCE AGREEMENT

Mr. Roger Elliott of SCT was recognized and said that with the purchase of the Digital computer equipment for installation in the Sheriff's Substation, it became necessary to add that, as well as some other equipment that had been purchased over the year, to a maintenance agreement. Tonight he has a Maintenance Agreement covering this equipment. It will be coterminous with the agreement we have with ATEK. We're taking this agreement with Digital direct as opposed to going through a third party. We have prices that will be guaranteed to be no more than a 6% increase. The term of the contract is such that it will expire on December 31, 1995—and it has a funding out clause in the contract in the event that funding is not in place to cover the cost. The cost to the County will be an increase for 1993 of \$18,720— that includes the maintenance cost, the hardware, the software and a product called Recoverall. The City's portion is an additional \$1,600 on top of this. This is the same type of joint agreement as we already have in place.

Mr. Borries entertained questions.

Mr. Tuley asked, "This is with no involvement with ATEK?"

Mr. Elliott said there is no involvement with ATEK at all.

There being no further questions a motion was entertained.

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

# RE: AWARDING OF BIDS FOR COPIER FOR SHERIFF'S COMMAND POST

Mr. Borries said to avoid confusion, we need to ask Sheriff Hamner for suggestions or begin to talk to this as more than just a substation. He thinks the official title is something like the Command Post or something to that effect. Deputy Eric Williams, who was in the audience, confirmed that "Command Post" is the correct name. Mr. Borries said the Commission Office needs to remember that -- because they sometimes get confused. But, substantially all Sheriff's activities are going to really be moved out of there, with the exception of the maintenance of the Jail, which is probably statutory. But most of the Deputies will be working out of the Command Post.

Ms. Susan Jeffries said that last week several bids were opened concerning a copier for the Sheriff's Command Post. Only one (1) company submitted a bid that met all of the specifications. Therefore, it is their recommendation that the contract be awarded to VanAusdall & Farrar for a Mita D.C. 7090. The machine cost is \$14,896. VanAusdall submitted an alternate with their bid. Since

the Command Post does not know the total number of copies they will be making out there, the alternate allows for a .013 cost per copy instead of basing it on the 100,000 copies, which the machine is capable of. They recommend awarding to VanAusall for the Alternate Bid.

Mr. Borries entertained questions. There being none, a motion was entertained.

Motion to award as recommended was made by Commissioner Tuley, with a second from Commissioner Hunter. So ordered.

### RE: COUNTY ATTORNEY - ALAN M. KISSINGER

Payment of Out-of-State Tuition: Mr. Kissinger said the Commissioners have received a bill from the Lincolnview Local School in Ohio for payment of certain tuition. He has researched that briefly and it is his understanding from the previous County Attorneys that someone was charged with the duty of researching this and giving an opinion to the County as to whether or not we could pay out-of-state fees. That was never done. He doesn't know if we can pay these out-of-state fees, but he will report to the Commissioners on this next week. Hopefully, he will have an answer to that question by then.

In consideration of the other matter that have already been attended this evening with regard to the vacation and the grant to the County and another matter that he thinks is most appropriately made the subject of an Executive Session, Attorney Kissinger said he has nothing further to report.

### RE: <u>COUNTY ENGINEER - JOHN STOLL</u>

Construction Engineering Agreement for USI Interchange: Mr. Stoll said, as discussed earlier, he needs the County Attorney to review this and, if possible, get back with him by next week as to whether everything is in order. Everything is on target for this project to be let May 11th and this is just the agreement that gives Bernardin-Lochmueller the construction engineering for the project.

Bridge Inspection/Selection of Consultant: Mr. Stoll said interviews were held last week with United Consulting Engineers, Three "I Engineering, and R. W. Armstrong and it is his recommendation that we hire United Consulting Engineers (Indianapolis) to perform the bridge inspection.

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

Change Orders/Columbia-Delaware Bridge: Mr. Stoll said he has two (2) change orders with regard to this project. The first change order is an alternate being designed that the contractor proposed. Originally the plans had several beams being left as part of the project and the contractor would work around the beams. In order to speed up the project and save the contractor money, he is proposing that we get rid of those beams and he will install all new beams at no additional cost. From what the Construction Engineer at the project told him, this is more of a savings in time for the contractor and that is why there will be no cost to the County. We're getting new beams at no cost, whereas we would have had old beams.

Commissioner Borries said he likes those kinds of change orders; those are the only kind he likes.

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

Mr. Stoll said the second change order is the one he spoke to the Commissioners about a couple of weeks ago in regard to the Construction Engineering that wasn't included in the contract for the project. The change order is for an increases of \$12,833. The background he found out about on this construction engineering is that it was intended to be a part of the project, but somewhere along the line it was never included. The State has reviewed this change order and they feel the contractor should be paid for this construction engineering. The Construction Engineer out on the project said that when he initially reviewed the contract he thought it should have been in there, but he doesn't know where along the lines that it was not included. The split on this is 80%-20%, so our share of it would be \$2,500.

Commissioner Borries entertained questions. There being none, a motion was entertained.

Motion to approve the change order was made by Commissioner Tuley, with a second from Commissioner Hunter. So ordered.

<u>Willow Creek Subdivision/Acceptance of Streets:</u> Mr. Stoll submitted documentation concerning acceptance of streets in Willow Creek Subdivision (Ryan Court - 262 L.F. and Willow Creek Drive - 515 L.F.). Everything is in order and it is his recommendation that the streets be accepted for maintenance.

There being no questions, motion to accept the streets as recommended was made by Commissioner Tuley, with a second from Commissioner Hunter. So ordered.

1993 Contract Paving List: Mr. Stoll said the next item is the paving list developed following public hearing and review of initial list prepared by his office. These are the projects he is proposing they do out of the County Engineer's office. It does not include any of the projects to be done by Bill Morphew and the County Highway Department. If the Commissioners feel any revisions are necessary, they can still make changes. The estimated cost for this list is \$380,000. The attached letter is just a summary of what Steve Hahn, Posey County Engineer, felt was going to be necessary to pave County Line Road. When he spoke with Steve on the phone he suggested that Vanderburgh County pave the road initially and then Posey County would pick up all the maintenance. That is still negotiable, but that is what Mr. Hahn initially proposed. That would have to be added to the list on the front sheet. But nothing has been resolved as to what Vanderburgh County will do and what Posey County will do.

Mr. Hunter asked if picking up the maintenance meant forever and forever.

Mr. Stoll said he didn't say, but he is assuming that is what Mr. Hahn meant.

Mr. Hunter said that is his interpretation. Does that include maintenance of the road, snow removal, etc.?

Mr. Stoll said if the Commissioners would like for him to do so, he can draft a letter spelling that out.

Mr. Borries said he sees some of the maintenance mentioned on the second page (crack sealing, pothole repair) -- it doesn't say snow removal. So that would be a discussable item, he would think.

Mr. Stoll said he can draft a letter to the effect that if acceptable, Vanderburgh County will pave the road initially, and then add snow removal to the maintenance portion and see what his response to that would be. He doesn't yet know what the estimated cost would be. But when he and Steve discussed this, he wanted to make sure we got a good road out there that nobody is going to have

to go out and resurface in five years or anything like that. Once something is determined, we can add this road to the paving list.

Mr. Borries said he thinks we are taking some positive steps and making progress on this. He then entertained questions.

Mr. Tuley asked if Cypress-Dale is on somebody else's list.

Mr. Stoll said he is not sure whether that is on the Highway Department's list or not. He does know it was on the Preliminary List -- but he will have to check to see if it is on the final list. Bill is still in the process of preparing his final list. This is not a complete list -- just the contract road paving list. Gary Kercher is currently working on getting Wimberg Rd., Boonville-New Harmony Rd. and Seib Rd. under contract and they'll get those three under way as soon as possible. If the Commissioners have any additions to the list, just let him know and he'll see if we can work them in -- or bump some out and juggle the schedule around. If everything is in order, this is what they will start working on.

Mr. Borries asked if Mr. Stoll wants a motion to approve the contractual list, subject to any changes deemed necessary.

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

Lynch Rd. Extension/Construction Engineering Agreement: Mr. Stoll said this project is still scheduled for a July letting and this agreement will permit Bernardin-Lochmueller to do the construction engineering. The agreement has been reviewed in the past and is ready for signatures. He believes the agreement is for \$603,000.

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

Copperfield Subdivision/Section III/Street Plans: Mr. Stoll said the construction plans are over in his office -- he left them there and is locked out of the Auditorium -- so he can't get them. Nonetheless, the proposed cross section of those roads is 29 ft. It is rolled curb and gutter, with the exception of a few cul-de-sac areas. Everything was in order with the streets, so he is recommending approval.

Mr. Borries entertained questions. There being none a motion was entertained.

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

Mt. Ashley Subdivision/Street Plans: Mr. Stoll said there will be a passing blister approximately 500 ft. long and a 200 ft. actual storage area with 50 ft. tapers on either end. (Inaudible remarks concerning site distance were made by Messrs. Aaron Biggerstaff and Stoll.) The cross section for the road is a 24 ft. pavement with 6 ft. shoulders -- but it is not paved shoulders -- and open side ditches.

Mr. Borries asked why we don't have rolled curbs and gutters.

Mr. Biggerstaff said he discussed that with the developer and he wanted this cross section. He said if it was required he would go ahead and put in a curb and gutter section, but this is what the developer requested.

Mr. Hunter asked if it isn't common for the Commission to ask for rolled curb and gutter.

Mr. Borries said it is. Either that or he has enough shoulder out here he can go. But it is like a lot of things -- (inaudible discussion).

In response to query from the Commission, Mr. Stoll said ideally the road probably should be located farther to the south to increase the site distance.

Attorney Kissinger said we are not actually required, at this point, to even consider that. But we know that it is a potential problem and we know that is something we later could be confronted with. John indicated there were certain remedial requirements that could be made. Attorney Kissinger said his opinion is that since we have made those requirements, although they may be minimum requirements, our reliability for advance knowledge problem is probably going to be alleviated. As to the liability that may arise in the future, it is total speculation. But, by the same token, if the Commissioners would feel more secure by making additional recommendations or additional requirements, obviously anything that we do at this point is going to help us in so far as potential liability in the future is concerned.

Mr. Borries said the one thing he does feel strongly about is that he thinks there should be some adequate signage in order to inform motorists that there is almost like a hidden intersection -- because we don't want people...

(Inaudible comments made by Commissioner Hunter.)

Mr. Borries said Aaron Biggerstaff is in the audience, representing his Dad on this matter. Mr. Borries continued, "We initially talked, you know, and I had concerns -- we talk about a lot of this business here in terms of these rolled curbs and gutters, because I am convinced they do improve drainage. When we initially talked I had no idea of the extent of some of the potential problems that were involved in this particular subdivision, Aaron. Do you have any objection to at least a portion near the entrance of Old State Rd. to have installed some rolled curb and gutter there in order to insure that there might be adequate drainage in that area?"

Mr. Biggerstaff responded, "No, I have no problem with that. That is one of the reasons I showed up. I spoke with the developer after I talked to John and he's in agreement. In my opinion, I think all subdivisions should have them. But this is what we submitted -- and he would have no objections to that and whatever signage or extra passing blister, he is in total agreement he said.

It was the consensus that Messrs. Stoll and Biggerstaff work out an agreement this week in accordance with requirements of the Commission and that Mr. Biggerstaff submit a written agreement prior to a vote by the Board on May 3rd.

Extension of Boonville-New Harmony Rd. Service Rd.: Mr. Stoll submitted his letter of April 22, 1993, together with supporting documentation, concerning this matter -- with the recommendation that Ms. Ziliak construct her driveway on Young Road using the compensation she received during the I-164 right-of-way acquisition, as was intended when this right-of-way was acquired.

# RE: <u>COUNTY HIGHWAY - BILL MORPHEW</u>

Weekly Work Report: Mr. Morphew submitted written Work Report for week of April 16 thru 22 .....report received and filed.

Request for Trash Dumpster at County Highway Garage: Mr. Morphew said he would ask for consideration re installation of a trash dumpster at the County Highway Garage. He is going to investigate prices and come back with a list of prices/vendors next week. He is thinking we could save an average of \$200 per month by having

the dumpster. Right now they have 55 gallon drums at various places throughout the garage property and they haul it themselves and get charged a nominal fee. At the dump they go across the scales and the truck that carries the trash carries only 1/4 to 1/2 ton at a time; so they dump it about once a week. With a dumpster, he is thinking the service would be once a month -- they would come and dump it themselves and his personnel wouldn't have to run back and forth to the dump.

Mr. Hunter asked if the County pays the same fee as everyone else.

Mr. Morphew said he doesn't know.

Mr. Abell said they do.

Upon motion made by Commissioner Hunter and seconded by Commissioner Tuley, Mr. Morphew was authorized to solicit bids on the trash dumpster.

Mr. Abell asked if we presently have a contract with BFI for all County use? He doesn't know whether we do or not.

Mr. Mark Tuley (Burdette Park) said they use them.

Mr. Abell said he is wondering if we have to use BFI.

Mr. Tuley said the reason they use BFI is because they have a large container. At the time they started, they were the only company in town that could furnish a large container. Everybody else's proposal had four, five or six smaller container. Obviously, they didn't want to clutter up the park with those. BFI has catered to every one of their needs. They've checked the rate several times over the years and even when some of the other companies had large containers, they never beat BFI's price.

Paving Program: Mr. Morphew said he will begin road paving on May 10th at Burdette Park. Wimberg Rd. will actually be the first road to be paved — between St. Joe Avenue and the Railroad. Cypress—Dale Rd. is on the contract paving list. It was on the contract list and they didn't have the money to go in and make the repairs. On his paving list he's come up with a total of approximately \$500,000. He's going to have extra money, so he can go out and make repairs to Cypress—Dale. He can't pave the entire road, but he can make necessary repairs. He will have a complete list for the Commissioners next week.

# RE: BURDETTE PARK - MARK TULEY

Mr. Tuley said that in early January the Aquatic Center Rates: Commission set rates at Burdette Park excluding the Aquatic Center. He was waiting for a report from our Consultants, William L. Haralson & Associates (Dallas, TX). They are now in receipt of that report and recommendations, the Commissioners having a copy of same in their hands. While they review the report he would like to highlight a few things Mr. Haralson recommends. About half way down Page 3 in the second paragraph is an analysis of current ticket price structure. Mr. Haralson reflects back to 1985 and why at the time it seemed all right to go ahead with the two tiered pricing system at Burdette -- because we had the waterslide and for those who elected to ride the slide or who did not wish to do so wouldn't have to pay for it. But then he goes on and says, "At least then the argument could be made that those not using the waterslide should not have to pay for them. On the other hand, the addition of those waterslides launched a new era for the Aquatic one that has included the addition of a number of improvements to the Aquatic Center that the waterslides helped finance. In fact, there have been sufficient improvements to the Aquatic Center other than the waterslides that a two tiered pricing system is no longer justified."

Then, on Page 4, Mr. Harralson's recommendations are as follows. "For General Admission in 1993 we recommend \$4.95 for adults, \$3.95 for children ages 3 to 11." It goes on to recommend a sliding scale for groups (and he assumes he is referring to all the corporations Burdette does business with) starting at \$3.50 for groups up to 200 persons and decreasing to \$2.25 for the largest groups (those with 1,500 people or more). Further, for those individuals wishing to make frequent use of the facility, three season passes are recommended. These include an adult pass for \$49.95; a child's pass for \$39.95; and the family pass for up to four people for \$129.95. The family pass would only be valid on week days. On Page 5, about half way through the summary, he gives the formula used for coming up with the season pass fees and the figures for passes are based on assumptions of 12 visits for individual pass and 50 visits for a family pass. Mr. Tuley said he thought this was kind of high but when he talked with Mr. Haralson thought this was kind of high, but when he talked with Mr. Haralson he said there would be some members of that family using that pass that probably would equal 50 times. The main thing is that the difference in this proposal is that no person attending the park in 1993 would be charged more than the adult general admission rate of \$4.95. Now, the current fee structure -- general admission for everybody age 3 and over is \$3.25 and an additional \$3.25 for the use of all the waterslides. What this will mean to the consumer is the family of four right now that comes out to ride the waterslide for a one time visit is \$26.00 at the current 1992 rates. the new proposal the maximum for that same family of four would be \$20.00. Or, if it's Mom and Dad with two smaller children, it would drop down to \$18.00.

One of the other things pointed out (he thinks it's in Table 3) is that 65.4% of the users of the Aquatic Center use the waterslide in some fashion. Years ago when this was recommended, one of the articles that came out said that the people who came out to Burdette Park to just swim should not have to pay the fees for the waterslides. But as Mr. Haralson states in his argument (and he agrees with him) there are a lot of things that they use (childrens' slides; the Mother's area; the beach, etc. -- the new entry complex); he thinks this is a good recommendation and he would recommend this to the Commissioners tonight with only one change. The area in regards to the corporations and the groups, he would recommend that be implemented in 1994. In talking to Counsel, most of the corporations and companies have already signed contracts for 1993 and he doesn't see how we could go back and It is the recommendation of Counsel that change that contract. that be implemented in 1994 if the Commissioners so desire. way the rates are set up for the companies, depending upon what kind of services they were requesting, the picnic prices were a little different -- because some would want swim only. Some would want swim and slide. Some companies would pay for the waterslide and the employees pay for the swim. To be honest, it was a nightmare for Burdette personnel. This one pricing structure will eliminate all of that and make it easier when he sits down with the companies. Under the two pricing system, some companies would save money and other companies might elect not to take advantage of that. It was interesting that the last time this was brought up before the Commission -- Rick sat on this Commission -- the Commission was bombarded by five or six callers complaining about going to the one price fee system and there were several articles in the local paper, etc. Yet, Hartke is set up on a one price basis for their waterslide and that went through without any fanfare at all. He thinks when you look at this and analyze the fact that over 65% of the users of that center use the waterslides, he agrees with Mr. Haralson for the simple fact that he doesn't think the operation of that center should be balanced on their backs. This will be a more fair and equitable pricing system for everyone who uses the facility. In the long run, he thinks the everyone who uses the facility. In the long run, he thinks the majority of the people who use the facility will come out and utilize it a little more often if it is a little cheaper.

Commissioner Tuley asked, "I know you put in the big waterslide, the kiddie waterslides, you created an observation deck, a beach behind the children's pool, etc."

Mr. Mark Tuley responded, "In 1986, the back concession area and the Mother's plaza was put in with the beach; in 1987, the rest of the childrens' slides were installed; in 1990 another \$400,000 worth of waterslides were installed."

Mr. Borries said essentially everyone would use the showers, all the new accommodations provided in 1989 and the newest slides were installed in 1990, with the addition of more childrens' slides.

Mr. Mark Tuley said, "The one thing that may not take with regard to his recommendation re the performance of the facility -- one of the things that may come into play that he doesn't think Mr. Haralson was counting on was the fact that we've gotten into several coupon books with the Commissioners' blessing -- Helping our Kids, etc., etc. Depending on the redemption rate of those coupons, some of those are two for the price of one. So of we go to the one price fee structure, obviously we are going to have to honor those coupons. Some of them are buy one adult swim, he thinks it's one child free with two adults or something. He assumes that if we go to a one price fee structure, whatever those coupons were set up for we will have to try to figure out some way to accommodate them -- most of those being done over the winter months.

Mr. Borries said that as innovative as Mr. Tuley has been, we can expect perhaps other promotions that might address other special kinds of pricing that might embrace the families -- since there is sometimes criticism or at least a concern. Not really criticism, frankly, he's never heard a lot of criticism about the park -- but maybe concerns about family pricing and that type of thing.

Mr. Tuley said, "As a matter of fact, Rick, we're not prepared tonight to go into that. But I will highlight a bit of it. Last summer for the first time, Burdette offered a Family Night. Right now they are working with two co-sponsors that are media (a television station and a local major radio station). They also are negotiating with a restaurant chain to distribute coupons. He hopes to have all of this put together to present to the Commissioners in a week. Every Friday night throughout the summer would be Family Night. With this coupon a family of four could come in for \$10.00 and swim and slide until 10:00 p.m. And that's very cheap entertainment."

Mr. Borries asked, "So you are looking at other promotions and people would have plenty of opportunities to look at other ways of enjoying the park."

Mr. Tuley said that is correct. He can assure the Commissioners he is very close to putting the package together for signatures. There are a few little kinks to be worked out yet -- but they are real excited about it.

Mr. Borries entertained questions or asked if the Board wants to take this under advisement.

Commissioner Hunter said he would like to take this under advisement for a week.

Mr. Mark Tuley said he thinks this is a good idea. Also, if the Commissioners have questions, they should feel free during the week to give him a call. Mr. Haralson has also said he would be glad to address any questions the Commissioners might have. In response to query from Commissioner Tuley, Mark Tuley said that when Mr. Haralson was here last summer he spent two days. One day they did surveys out in the parking lot and up at the Aquatics Center.

One of the biggest things they heard from their customers was, "We love bringing our kids here, it's a great facility, and you're too expensive." Mr. Haralson has warned the Commission (going back two years) that the two tiered pricing system, the more attractions we add, we will eventually price ourselves out of the market. He is not saying we're there. Our attendance looks very good. But if we're going to consider future additions to that facility and another 5-year Master Plan that calls for future additions, then he thinks the one price fee structure is the only way to go. Every major park in the country, including Holiday World, is one price when you go in. Hartke is one price. He doesn't know what their price is — but everything is included in the price of the general admission.

It was the consensus of the Board that they take this matter under advisement for one week.

Commissioner Borries entertained questions. Commissioner Hunter said he has none. He would note that he thought the article in this morning's Courier on Burdette Park was excellent and very timely -- as parents begin looking at where they will put their children in a very few short weeks.

Continuing, Commissioner Hunter said he does have a question concerning utilities for 1990, 1991 and 1992. Why did the SIGECO bill drop to \$2.4 in 1991? Did SIGECO turn off the meter, or what? It went from \$11.2 to \$2.4 back up to \$25.4 and it had been a very gradual increase from 1984 on to the present.

Mr. Tuley said he really doesn't know. One of the things in 1992 which might have added to the 1992 bill was the addition of Family Nights, when they have to run all the lights. The other thing is, we also rent that center out to companies at night and the number of company rentals for that facility in the off hours — he believes they had twenty of those nights besides the 15 family nights. Obviously, with all the rain, they didn't run the 15 family nights — probably half of them were rained out. He will look into that a little further.

Request to Speak @ World Waterpark Assn.: Mr. Tuley directed the group's attention to letter from the World Waterpark Association (copy attached hereto) saying they are also interested in Burdette's Day Camp and he wanted to pass this along to the Commissioners. In essence, they are wanting someone from Burdette to come to their Seminar & Trade Show in Ft. Lauderdale, FL in October, and basically do a Seminar on setting up a Day Camp, the operation of same, etc.

Mr. Borries said this sounds like something we need to consider and, obviously, Mr. Tuley would be the right person.

Mr. Tuley said if he couldn't go, Joyce would also be a good one -- since she has been hands-on involved with the Day Camp. If they want him to fly down there, he suggests they ask Joyce to go.

Commissioner Tuley asked if they're going to pay him or we're going to pay them.

Mark Tuley said he doesn't know, he'll have to find out. He just wanted to show the letter to the Commissioners to see if they had any interest.

# RE: CONSENT AGENDA

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

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

COMMISSION MEETING April 26, 1993

RE: OLD BUSINESS

Approval of Minutes of April 19, 1993: Commissioner Borries said he has the minutes of April 19th for approval. He was absent, but understands it was a very interesting meeting.

Upon motion made by Commissioner Hunter and seconded by Commissioner Tuley the minutes were approved and signed. So ordered.

Commissioner Tuley noted he was in a Commission Meeting this past week where they read the minutes of the previous meeting into the record. The minutes were one page (front and back). Looking at the size of this set of minutes --

Commissioner Borries said he would take it those Commissioners don't have too many people attend those meetings. They always want to know why the Vanderburgh County Commissioners meet every week -- and then you look at the size of some of these minutes and you understand why. He guesses when you're the fifth largest county in the state, then you have a lot going on. And some of the larger counties meet in what they call continual sessions -- so they don't, in effect, have a weekly meeting -- they meet all the time.

IDEM/Remediation at the County Highway Garage: The meeting continued with Commissioner Borries reading the following letter from IDEM into the record. As he told the Commissioners previously, he had spoken with this gentleman on the phone. But this letter contains good news with regard to the remediation at the County Highway Garage:

April 14, 1993

Mr. Richard Borries, President Vanderburgh County Commissioners Room 305 Civic Center Complex Evansville, Indiana 47708

Dear Mr. Borries:

Re: Treatability Report
Vanderburgh County Highway Garage
Site Remediation
Evansville, Indiana
IND 98093868

It has been determined that the Notice of Deficiency attached to my letter dated March 29, 1993 is inappropriate and should be disregarded.

This determination has been made subsequent to your telephone conversation with Mr. Martin Gaughan of my staff, and upon further review of the extensive files pertaining to the Vanderburgh County Highway Garage.

Please refer to items No. 27, 28 and 29 on the Findings of Fact in the amendment to the second Agreed Order, approved on September 23, 1991. These items indicate that the Indiana Department of Environmental Management (IDEM) intends for the clean-up of any contamination attributable to the container storage area to be addressed in accordance with the Underground Storage Tank (UST) regulations.

COMMISSION MEETING April 26, 1993

Unfortunately, the Notice of Deficiency that you received was prepared under the assumption that this clean-up was subject to RCRA closure requirements.

Therefore, Ms. Aubrey Sherif of the IDEM Office of Enforcement will soon contact you to discuss IDEM's proper (i.e.UST) review of the subject document.

If you have any questions, please contact Ms. Sherif at 317/232-7204.

Sincerely,

Victor P. Windle, Chief Plan Review and Permit Section Hazardous Waste Management Branch Solid and Hazardous Waste Management

cc: Mr. Hak Cho, U.S. EPA, Region V Mr. Lloyd Wilkinson, IDEM

Ms. Aubrey Sherif, IDEM

Ms. Ann Black, IDEM

Mr. Darren L. Helms, Donan Engineering Co.

Continuing, Mr. Borries said that means we're out of that part -so that's good news.

!993 County Expo: President Borries said we had a really fine event held across the street at the Vanderburgh Auditorium (the County Expo) on Wednesday, April 21st. He was very impressed by the various displays and what he felt were some outstanding aspects to County Government exhibited by our employees. We hope it will grow in the future and he wants to express his thanks to Mark Abell and Sandy Toten for their work in organizing this event, as well as all the offices and officeholders who participated. He thinks we had some 22 offices who participated in conjunction with National County Government Week.

#### RE: NEW BUSINESS

<u>County Auction:</u> Mr. Borries said he just wants to mention that the County Auction was held this past week at the County Highway Garage.

Travel Request/Sam Humphrey: Mr. Borries said he has a couple of travel requests from Auditor Sam Humphrey concerning the Southwest District Auditor's Meeting in Jasper on Thursday and a meeting called by the SBA at the Radisson Plaza in Merrillville, IN on May 26, 27 and 28th.

Motion to approve the travel requests, as submitted, was made by Commissioner Hunter, with a second from Commissioner Tuley. So ordered.

A.I.C. Meeting: Auditor Humphrey said there is also an A.I.C. meeting on May 18th in Jasper -- and he'd like to see all of the Commissioners also attend this meeting. Mr. Humphrey said he will get his travel request in for that meeting.

Executive Sessions: President Borries said he is calling two (2)
Executive Sessions, as follows:

4:30 p.m. - Monday - May 3, 1993 4:30 p.m. - Monday - May 10, 1993

Ms. Matthews was requested to advertise the meetings, as required.

Mr. Robert Brenner, County Surveyor, said he attended a Big Creek Drainage Association meeting last week and they promised to have a delegation here in force — if it rained. Obviously, it is not raining, so he gets to make their pitch for them because they are plowing. They asked that the Commissioners consider replacing two bridges.

Commissioner Borries interjected, "Three bridges. Dave Ellison was here earlier."

Mr. Brenner asked, "Did they talk about County Line?"

Mr. Borries said, "He talked about Bridge #7 on Bixler Rd., Bridge #5 on Mann Rd., and Bridge #17 on Bender Rd."

Mr. Brenner remarked, "Good."

Mr. Borries said that has been an on going effort and the Commissioners will give that consideration.

Ribbon Cutting Ceremony/Burdette Park: It was announced by Commissioner Borries that there will be a Ribbon Cutting Ceremony at Burdette Park at 1:00 p.m. on Wednesday, April 28th, at one of the new chalets.

Request for Policy Change/Civic Center: Mr. Lyman Roll of 1709 S. Vann Avenue was recognized and stated, "As you gentlemen know, as County Commissioners, there was a recent inspection conducted of the Civic Center by an outside team to test the air quality of the There have been some complaints re air Civic Center Complex. quality problems from different employees at the complex. final analysis of their recommendation was that the Civic Center become a smoke free facility. I applaud them for making that recommendation. I am here on behalf of a smoke free Civic Center. I am making a formal request for a policy change regarding the present smoking policy, which allows for smoking and non-smoking areas throughout the Civic Center Complex. With the advent of the E.P.A.'s damning indictment as to the toxicity and cancer-causing potential of second-hand smoke, I feel the time has come to totally ban all smoking anywhere in our Civic Center Complex, just as the Parks Board recently did at Roberts Stadium and other enclosed park As you well know, no air ventilation system in facilities. existence can remove all the harmful components in tobacco smoke, even though the Civic Center boasts of having the latest in state of the art ventilation equipment. When all things are considered, allowing smoking anywhere in a public building operating with public funds is actually contrary to good management policies, i.e., excess maintenance, painting, clean-up, increased health risk liability and potential fire hazards to all occupants.

Invariably, in any large settings such as you have in various departments and offices, you are going to have a large number of individuals who are smoke sensitive, or whose physical condition is such as to be made worse by constant daily exposure to this source of toxic, carcinogenic pollution.

In point of fact, the main level lunch room is an open health hazard to all persons passing through the main lobby, because it has no outside exhaust capabilities and an enormous quantity of tobacco smoke spills out into the main lobby.

As responsible, public servants I know each of you wants to do the right thing on this issue. The right thing in my view, is timely and speaks to the nineties. I am speaking of nothing less than a totally smoke free Civic Center Complex.

I respectfully make this request to each of you. I do look forward to your positive, progressive, and proactive response in the next

COMMISSION MEETING April 26, 1993

meeting, which I intend to attend to address this respected Commission. Thank you."

Mr. Borries thanked Mr. Roll for his comments and entertained questions. There were none.

Mr. Roll continued by saying he would like to poll each Commissioner as to their position on the idea and principle on a smoke free Civic Center Complex. Mr. Hunter?

Mr. Hunter: "Oh, there's no question. I'd like to see it happen."

Mr. Hunter: "President Borries?"

Mr. Borries: "I will reserve my polling until I take the matter under advisement, okay? I'm not a smoker, however -- I'm a reformed smoker.

Mr. Roll: "Mr. Tuley?"

Mr. Tuley: "I don't have a problem with it. I'm not a smoker."

Mr. Borries: "Let me just say, Lyman, that in relation to this particular facility, we are not the only ones who make a decision. This building is administered by the Evansville-Vanderburgh Building Authority. So you have spoken with them, I'm sure, haven't you?"

Mr. Roll responded, "The Building Authority, I understand that. I intend to address them tomorrow at their meeting. Thank you."

There being no further business to come before the Board, President Borries announced the Drainage Board will convene following a brief recess and declared the Commission meeting adjourned at 7:25 p.m.

# PRESENT:

Richard J. Borries, President Pat Tuley, Vice President Don Hunter, Member Sam Humphrey, County Auditor Alan M. Kissinger, County Attorney Mark Abell/Commissioner Office B. J. Farrell/Commission Office John Stoll, County Engineer Bill Morphew, County Highway Supt. Roger Elliott, SCT/Data Processing Susan Jeffries, Purchasing P. Mike Mitchell, Attorney David Miller, Atty./Executive Manor Ed Ancona/Executive Manor William C. Slagle/American Star Properties, Inc. James H. Harrison/American Star Properties, Inc. David Ellison/Big Creek Drainage Association Jim Morley/Morley & Associates, Inc. Joe Berendes Jack Waldroup/United Consulting Engineers, Inc. Eric Williams/Sheriff's Dept. Stephen Woodall/Sheriff's Dept. Mark Luecke Ray Davis/VanAusdall & Farrar Robert Brenner/County Surveyor Others (Unidentified) News Media

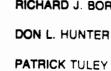
# RECORDING SECRETARY:

Joanne A. Matthews

Richard J. Borries, President

Pat Tuley, Vice President

Don Hunter, Member





#### **AGENDA**

#### VANDERBURGH COUNTY COMMISSIONERS

April 26, 1993

5:30 P.M.

- CALL TO ORDER
- INTRODUCTIONS
- PLEDGE OF ALLEGIANCE
- ACTION ITEMS
- Any group/individual wishing to address the commission A.
- Roger L. Lehman, C.B.O. re: Moving Permit Application
- Public Hearing/Petition to Vacate Part of East Indiana Street, Part of East Franklin Street and Three Easements in Hesterray Subdivision (Mike Mitchell, Attorney) \*deferred from 4/19/93
- SWIRHC (Southwestern Indiana Regional Highway Coalition) re: extension of service
- Automobile Titles for signatures Ε. \* for those sold at the county suction on 4/24/93)
- Roger Elliott/Data Processing re: Signatures on DEC equipment
- Susan Jeffries/Purchasing re: Bids for copier for Sheriff Lostation

305 ADMINISTRATION BLDG. CIVIC CENTER CCMP F = € . ANSVILLE, IN 47708 812-426-5241

#### 5. DEPARTMENT HEADS

| Alan | Kissinger               | County  | Attorney |
|------|-------------------------|---------|----------|
| John | Kissinger Stoll         | County  | Engineer |
| *See | attached engineer reque | ests    |          |
| Bill | Morphew                 | County  | Highway  |
| Mark | Tuley                   | Burdett | e Park   |
|      | •                       |         |          |

#### 6. CONSENT ITEMS

#### A. Travel/Education Requests

County Assessor (4) Health (3)

#### B. Claims for payment

### C. Quietuses for acceptance

- 3) Kevin Bryant, Attorney..... 754.35 (quietus # 7720) Check # 502

\* '

D. Employment Changes\* see attached

### 8. OLD BUSINESS

- a. Minutes of 4/19/93 Commissioners Meeting re: Acceptance/Approval
- b. Letter from IDEM re: Garage Remediation

### 9. NEW BUSINESS

- a. County Auction
- 10. MEETING ADJOURNED

### Scheduled Meetings

| Mon  | April 26 | County Commissioners Drainage Board Immediately |                |    | 307 |
|------|----------|---|----------------|----|-----|
| Tues | April 27 | County Council * Reassessment Budget Hear       | 5:00 PM<br>ing | RM | 301 |
| Wed  | April 28 | County Council Personnel/Finance                | 3:30 PM        | RM | 301 |
| Mon  | May 3    | County Commissioners                            | 5:30 PM        | RM | 307 |
| Mon  | May 5    | County Council                                  | 3:30 PM        | RM | 301 |

### DRAINAGE BOARD IMMEDIATELY FOLLOWING

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

|                  | APPOINTMENTS M   | IADE  |   |  | ·   |  |
|------------------|--|---|---|--|---|--|
| NAME             | ADDRESS  | ADDRESS POSITION  |   |  | EFFECTIVE   |  |
| JACKSON, Mary E  | 1619 Hawthorne<br>Evansville 47715                                 | Clinic Clerk<br>Sweetser  | 14,950  | 00   | 5/02/93   |  |
| TEER, Susan G.   | 5800 N. New York Ave.<br>Evansville 47711                          | Deputy Registr<br>Vital Records   | 14 .950   | 00   | 5/09/93   |  |
| ATTACH W         | RELEASED   | TIFICATE WITH THIS  | FORM  |  |   |  |
| NAME             | ADDRESS  | POSITION  | SALARY  |  | EFFECTIVE   |  |
| JACKSON, Mary E. |  | Clinic Clerk<br>Sweetser  | 14,263  | 00   | 5/02/93   |  |
| TEER, Susan G.   |  | Deputy Registr  | 14,263  | 00   | 5/09/93   |  |
|                  | JACKSON, Mary E  TEER, Susan G.  ATTACH W.  NAME  JACKSON, Mary E. | JACKSON, Mary E  JACKSON, Mary E  1619 Hawthorne Evansyille 47715  5800 N. New York Ave. Evansyille 47711  ATTACH WITHHOLDING EXEMPTION CERT RELEASED  NAME ADDRESS  JACKSON, Mary E. | JACKSON, Mary E 1619 Hawthorne Evanswille 47715 Clinic Clerk Sweetser  TEER, Susan G. 5800 N. New York Ave. Evanswille 47711 Poputy Registr Vital Records  ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS  RELEASED  NAME ADDRESS POSITION  Clinic Clerk Sweetser  Deputy Registr | NAME ADDRESS POSITION SALAR  JACKSON, Mary E 1619 Hawthorne Evanswille 47715 Clinic Clerk Sweetser 14,950  TEER, Susan G. 5800 N. New York Ave. Evanswille 47711 Peputy Registrar Vital Records 14,950  ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM  RELEASED  NAME ADDRESS POSITION SALA  JACKSON, Mary B. Clinic Clerk Sweetser 14,263 | NAME ADDRESS POSITION SALARY  JACKSON, Mary E 1619 Hawthorne Evanswille 47715 Clinic Clerk Sweetser 14,950 00  TEER, Susan G. 5800 N. New York Ave. Deputy Registrar Vital Records 14,950 00  ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM  RELEASED  NAME ADDRESS POSITION SALARY  JACKSON, Mary E. Clinic Clerk Sweetser 14,263 00 |  |

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

| Depar            | tment               | CIRCUIT COURT            |                             |                   |            | (sol                                      |
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|                  |                     | APPOINTMENTS M           | ADE                         |                   |            |   |
|                  | ١٧                  | EFFECTIVE                |                             |                   |            |   |
| 50-1500          | AMANDA LIGON        | (NOT ON 4/30/93 P.L.)    | SECRETARY                   | 14,350            | AN         | 4-19-93                                   |
| 36-1270          | LESLIE FREEMAN APPA | 10P. 3/3/43 Course Mas   | ADM. AIDE                   | /0, 946<br>21,603 | 3/m²<br>AN | RETRO TO 3-8-93                           |
| 6.1-1990         | DANNY HAPE          | CORR                     | PART-TIME<br>CTION OFFICER  | 7.00              | HR         | 4-4-93                                    |
|                  |                     | <u> </u>                 |                             |                   |            |   |
|                  | ATTACH WI           | THHOLDING EXEMPTION CERT | IFICATE WITH THIS           | FORM              |            |   |
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|                  | NAME                | ADDRESS                  | POSITION                    | SALA              |            | EFFECTIVE                                 |
| 05.0136D<br>1160 | AMANDA LIGON        |                          | SECRETARY                   | 6. 7050           | AN         | 4-19-93                                   |
| 36-1270          | LESLIE FREEMAN      |                          | ADM. AIDE                   | 20,523            | AH .       | 3-7-93                                    |
| 6.1-1990         | DANNY HAPE          | CORR                     | PART-TIME<br>ECTION OFFICER | 5.00              | HR         | 4-3-93                                    |
| 6.1-1990         | JULIE FRIEND        | CORR                     | PART-TIME<br>ECTION OFFICER | 7.00              | HR         | 4-3-93                                    |
| RECORDE          | R<br>HOMET'S RECORD | SIGNED BY KWW            | 1/200                       | DATE              | 4          | 120/93                                    |

### **VANDERBURGH COUNTY EMPLOYMENT CHANGES**

| Doparts | CIRC CIRC      | UIT COURT             |                    |         | مام       |
|---------|----------------|-----------------------|--------------------|---------|-----------|
|         |                | APPOINTMENTS          | MADE               |         |           |
|         | NAME           | ADORESS               | POSITION           | SALARY  | EFFECTIVE |
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|         | ATTACH WIT     | HIIOLDING EXEMPTION C | RTIFICATE WITH THE | FORM    |           |
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|         | NAME           | ADDRESS               | POSITION           | SALARY  | EFFECTIVE |
| -1980   | TRACY MEREDITE |                       | QHA                | 7.00 HR | 4-3-93    |
|         |                |                       | -                  |         |           |
|         |                |                       |                    |         |           |
|         |                | 0                     | 1.4                |         |           |
| CORDER  |                | SIGNED BY M           | WILL               | ZDATE_  | 1/20/93   |

VANDERBURGH COUNTY EMPLOYMENT CHANGES Department 108 Prosecutor APPOINTMENTS MADE NAME **ADDRESS** POSITION SALARY EFFECTIVE 8.5247/HR 17.800.00 10801280 Angela D. Stewart 419 Keck ParaLegal~ Secretary 10801980 Debbie K. Wallace Other - Superior Court Reporter -ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM RELEASED NAME ADORESS POSITION SALARY EFFECTIVE **VANDERBURGH COUNTY EMPLOYMENT CHANGES** Department 108.1 Prosecutor IV-D 4 inport APPOINTMENTS MADE

NAME:: ADDRESS PONTION SALARY EFFECTIVE 15,607.00 )8101180 Juliette Norris 4-19-93 518 Jackson sec/Recept. 1.4746 HR (6 months Step Increase Comet III) ATTACH WITHHOLDING EXEMPTION CHEMICAPE WITH THIS FORM RELEASED NAME. ADDRESS. SALARY EFFECTIVE PONTION 14,889.00 18101180 Juliette Norris 4-19-93 , 618 Jackson • - Necpt. 7. 1301 HZ RECORDER COMMISSIONER'S RECORD

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

**Department** Pigeon Township Trustee

|                                   | APPOINTMENT:            | MADE                |           |           |
|-----------------------------------|-------------------------|---------------------|-----------|-----------|
| NAME                              | ADDRESS                 | POSITION            | SALARY    | EFFECTIVE |
| Lori L. Molden                    | 1824 Chickasaw          | Clerk               | 17,110 00 | 4-19-93   |
|                                   |                         |                     | 8.194V/H  | -         |
|                                   |                         |                     |           |           |
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| NAME                              | ADDRESS                 | POSITION            | SALARY    | EFFECTIVE |
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|                                   |                         |                     |           |           |
|                                   |                         |                     |           |           |
| RECORDER<br>COMMISSIONER'S RECORD | SIGNED BY D Jary        | & Har               | E DATE 4/ | 119/93    |

# **VANDERBURGH COUNTY EMPLOYMENT CHANGES**

| NAME B. GERAED E D. CAMARCO OPTICE DOSERVER ATTACH WIT | ADDRESS 7601 BOGUE ED. 7733 ARBOR: RIDGE 2.0. BOX 291, SCHOURVI.      |                     | 4    | 25<br>25<br>50 | 4-7-93<br>4-10-93 /<br>4-17-93        |
|--|---|---------------------|------|----------------|---------------------------------------|
| E D. CAMARCO<br>OFFIER DORRIER                         | 7733 ARBOR RIDGE<br>P.O. BOX 291, SCHOOLVI<br>THRIOLDING EXEMPTION CE | GRED. CREW          | 4    | 25             | 4-10-93                               |
| PERSONAL DORRESTA                                      | P.O. BOX 291, SCHOOLVE  | LIE CONCESSAT       | 4    | _              |                                       |
|  | THIOLDING EXEMPTION CE  |                     |      | 50             | 4-17-93                               |
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| NAME   | ADORESS   | POSITION            | SALA | RY             | EFFECTIVE                             |
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|  |   |                     |      |                |                                       |
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## **VANDERBURGH COUNTY EMPLOYMENT CHANGES**

| Depart   | ment Sheriff                 |                          |                   |                  | مع        |  |  |  |
|----------|------------------------------|--------------------------|-------------------|------------------|-----------|--|--|--|
|          |                              | APPOINTMENTS M           | ADE               |                  |           |  |  |  |
|          | NAME ADDRESS POSITION SALARY |                          |                   |                  |           |  |  |  |
| 01130020 | Earl Sloat Jr.               |                          | Process Serv      | 3 691<br>7707 00 | 4-26-93   |  |  |  |
|          |                              |                          |                   |                  |           |  |  |  |
|          | ATTACH WIT                   | THHOLDING EXEMPTION CERT | IFICATE WITH THIS | FORM             |           |  |  |  |
|          |                              | RELEASED                 |                   |                  |           |  |  |  |
|          | NAME                         | ADDRESS                  | POSITION          | SALARY           | EFFECTIVE |  |  |  |
|          |                              |                          |                   |                  |           |  |  |  |
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|          |                              | 0                        | n                 |                  |           |  |  |  |
| RECORDER | IOMER'S RECORD               | SIGNED BY                | amour<br>Rez 31   | DATE             | 23.93     |  |  |  |
|          |                              | / /                      | REB 3X            | 30               |           |  |  |  |
|          | . *                          |                          | •                 |                  |           |  |  |  |
| VA       | NDERBURGH                    | COUNTY EMI               | PLOYME            | NT CHA           | NGES      |  |  |  |
| Depart   | MONT BURDETTE PARK           |                          |                   |                  | sl        |  |  |  |
|          |                              | APPOINTMENTS M           | ADE               |                  |           |  |  |  |
|          | NAME                         | ADDRESS                  | POSITION          | SALARY           | EFFECTIVE |  |  |  |
|          | ROBERT M. TOWNSEND           | 1509 MUSSEL AVE.         | GRAD. CREW        | 4 25             | 4-7-93    |  |  |  |

1509 RUSSELL AVE.

1509 RUSSELL AVE.

ADDRESS

108 LOUISIANA STEN

714 BELL

MATE: 8412 GREEF ACRE DR. GRAD. CREW

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

RELEASED

JAMES A. TOWNSEND

BEAU R. SEUMATE:

NAME

JEHRIFER BEHOER

KOWAWA PADGET

RECORDER COMMISSIONER'S RECORD 4 25

4 25

SALARY

DATE\_

5 00

5 00

GRND.CREW

GRAD. CRES

POSITION

CRIMD. CREW

CRAID. CREW

4-7-93

4-7-93

4-10-93 /

EFFECTIVE

4-20-93

4-14-93



# EMERGENCY MANAGEMENT AGENCY EVANSVILLE, VANDERBURGH COUNTY

Sherman G. Greer, Director Room 18, Civic Center Complex 1 NW Martin Luther King, Jr. Boulevard Evansville, Indiana 47708 (812) 426-5602



Jane Snelling, Administrative Assistant

**MEMORANDUM** 

DATE: April 15, 1993

TO: County Commissioners

FROM: Jane Snelling, Assistant Director po

RE: Evacuation Drill for Personnel employed by

Vanderburgh County

On March 19, 1991, the Emergency Management Agency began an in-service for Safety Coordinators at the Civic Center. At this meeting, a representative from each Department was asked to attend in order for their Department to know how to respond when the alarm system was utilized here at the Civic Center. Since that time, we have had quarterly meetings in which in-services were given by the Fire Department for the correct procedure for using fire extinguishers and by the Police Department for Bomb Threats and our yearly Tornado Drill where employees report to the First Floor. My next meeting for the Safety Coordinators in May will be in regard to a hostage situation and how their Department should respond. This is presently being discussed with Lt. Clayton Grace for his assistance in presenting the program.

Discussion from each meeting encompasses where employees would be evacuated to should they need to leave the Civic Center Building. With the assistance of Building Authority, they have placed signs in the Back Forty Parking Lot designating Section 1, 2, 3, 4 and E. Information forms were given to the Safety Coordinators attending the meeting on 4/13/93. (Attached is a copy for your review) With this information, I plan to designate one of the 5 areas for their Department to evacuate to. The Safety Coordinator is responsible for his/her department in regards to employees and the public getting out of the Civic Center. They are to have a list of Personnel which once they have reached their designated section, will take attendance to report to the Emergency Management Agency designated section. Then EMA

#### CITY OF EVANSVILLE

### INTER-DEPARTMENTAL MEMORANDUM

DATE: April 22, 1993 TO: Board of County Commissioners Building Commissioner. Roger L. Lehman C.B.O FROM: SUBJECT: HOUSE MOVING PERMIT APPLICATION

FROM: ELBERFELD SCHOOL

TAX CODE:

TO:

18700 BARTON ROAD

TAX CODE: 9-27-3

We have received the attached request from Elmer Buchta, Inc. (Moving Engineers) to move a house to the above referenced location. Request approval of application.

Encl.

# Elmer Buchta, Inc.

MOVING ENGINEERS
Box 8
OTWELL, INDIANA 47564

Phones: 758-2231 482-2232 422-4952

April 13, 1993

Permit Dept Vanderburg County

Dear Sir,

Elmer Buchta, House Movers, request permit to move a house from Elberfeld School over county roads 900 N to old 57, south on old 57 to Seven Hills Rd. West on Seven Hills Road to Barton Rd. North on Barton to lot.

Owner of house is Greg Frazier, 18700 Barton Road, Evansville, IN 47711

Sincerely

Jim Kabrick, Mgr. Elmer Buchta, Inc.

P.O. Box 8

Otwell, In 47564

# PERMIT TO MOVE HEAVY LOAD ON WARRICK COUNTY ROAD

|   | April 13, 1993  |
|---|---|
|   | Date  |
| To the Board of Commissioners<br>County of Warrick<br>State of Indiana:   | -   |
| - Application is hereby made  | de by the undersigned for   |
| permission to: Move a house f   | rom Elberfeld School  |
|   |   |
|   |   |
| in Warrick County, on the foll  | lowing roads: N-875 & N 900 West                                  |
| to Vanderburg County.   |   |
|   | 1, .  |
| This application is subje   | ect to posting of the   |
| appropriate bond as set forth   | by the Commissioners  |
| Bond covering this application  | (Amount of Bond)  |
| Owner is - Greg Frazier   | Elmer Buchta. Inc. Name of Applicant                              |
| 18700 Barton Rd.<br>Evansville, In 47711                                  | Jim Kabrick Jim Habrick   |
| The above application is therein requested is approved on this the day of | hereby granted and the permitaby the Board of Commissioners,      |
| C   | Soard of Commissioners of the County of Warrick, State of Indiana |
| _   |   |
| _   |   |

0415B



### **CONDITIONAL GIFT AGREEMENT**

This Agreement, made and entered into this day of April, 1993, by and between Vanderburgh County, Indiana (the "County"), represented by its Board of Commissioners (the "Board"), and American Star Properties, Inc., a Georgia corporation located in Knoxville, Tennessee ("American Star").

#### WITNESSETH:

WHEREAS, pursuant to Indiana Code §36-1-4-5, the County may acquire, by eminent domain or other means, and own interests in real and personal property; and

WHEREAS, pursuant to Indiana Code §36-1-4-10 and 36-2-3.5-5(4), the County may accept donations of money and execute any documents necessary to receive money from any source upon trust for the specific purpose of providing funds for the completion of public works projects; and

WHEREAS, American Star desires to donate to the County the sum of Fifty-two Thousand Dollars (\$52,000.00) (the "Gift") for the County's use in the acquisition of right-of-way by purchase or through exercise of the power of eminent domain for the extension of Virginia Street from Burkhardt Road west to a point seventy five feet (75') east of the east boundary of Stofleth Ditch (the "Project") and the extension of Kimber Lane from its present northern territory to its intersection with extended Virginia Street; and

WHEREAS, the Gift is to be conditioned upon (a) American Star successfully rezoning certain property in the County and the City of Evansville under pending rezoning petitions and permit applications in those jurisdictions and (b) the County completing the acquisition of all necessary right-of-way for the project; and

WHEREAS, the Gift is to be donated to the County following the governmental approval of pending rezoning petitions and permit applications; and

WHEREAS, American Star, is willing to donate an additional Eight Thousand Dollars (\$8,000.00) to the County upon trust if such funds are necessary to pay further costs of acquisition of right-of-way for the Project; and

WHEREAS, the County is to construct and maintain a culvert and bridge with respect to the Project.

NOW, THEREFORE, for and in consideration of the mutual promises contained herein, the parties agree as follows:

- 1. The County has determined that the Project is in the interest of the health, safety, convenience, and welfare of the citizens of the County in that it will provide a much needed east-west link between Green River Road on the west and Burkhardt Road on the east and will help to relieve congestion at Lloyd Expressway intersections due to new real estate developments north of the Lloyd Expressway between Green River Road and Burkhardt Road.
- 2. The County shall take all steps necessary to acquire all necessary right-of-way for the Project. The parties have determined that all necessary right-of-way for the Project will be donated to the County with the exception of that certain real estate described in Schedule A which is attached hereto (the "Subject Property"). The County, by this Agreement, agrees to pursue the acquisition of the Subject Property with all deliberate speed to the end that the Project may be completed. If the filing of a legal action to acquire the Subject Property by eminent domain is required, the County agrees to file such action and to pursue the same without unnecessary delay.
- 3. Upon the execution hereof, American Star shall donate the Gift upon trust to the County for the purpose of defraying the County's expense of acquiring right-of-way for the Project following the governmental approval of pending rezoning petitions and permit applications. In the event that the County is unsuccessful in acquiring all necessary right-of-way for the Project within twenty-four (24) months from the date of this Agreement, then the Gift shall be promptly refunded to American Star. In the event that American Star is successful in its rezoning petitions and permit applications and all necessary right-of-way is acquired within such period and the cost is less than the amount of the Gift, then in that event, the difference shall be promptly refunded to American Star. In the event that American Star is successful in its rezoning petitions and all necessary right-of-way is acquired within such period but at a cost in excess of the amount of the Gift, then, in that event, American Star agrees to make a supplemental donation up to \$8,000.00 ("Supplemental Gift") promptly upon written request by the County to American Star. The Supplemental Gift shall be upon trust in the same manner as the original Gift, and shall be limited to the difference between \$52,000.00 and the total cost of the County in acquiring the subject right-of-way. "Cost" as used herein means the amount paid by the County to an owner of real estate which is located within the subject right-of-way and legal fees and expenses incurred by the County in the course of any eminent domain action in connection with such acquisition.
- 4. The County shall use its best efforts to acquire the Subject Property at a purchase price which does not exceed the total amount of the Gift and the Supplemental Gift. The parties are in agreement that the total amount of such gifts provided for

hereunder should be more than adequate to cover the costs to be incurred by the County in the acquisition of the Subject Property. Nevertheless, if in the course of its efforts to acquire the Subject Property the County reasonably determines that its monetary exposure exceeds the total of the gift and supplemental gift to the County provided for herein, the County shall have the right and option to discontinue the contemplated acquisition effort and all eminent domain proceedings. Provided, however, that before doing so, the County shall provide American Star with thirty (30) days written notice of such intention, and the public, including American Star, shall thereupon have the right to purpose such alternatives to the County as they, or any of them, may deem appropriate to achieve completion of the Project. In the event no such alternative acceptable to the County is proposed or if the Subject Property is not acquired by the County for any reason whatsoever, then the Gift shall be promptly refunded by the County to American Star, less any reasonable legal expenses incurred by the County in the course of its efforts to acquire the Subject Property, and those portions of this Agreement relating to the Gift and the Supplemental Gift shall terminate.

In such event, American Star shall nevertheless thereupon relocate vacated Indiana Street between Kimber Land and Burkhardt Road to a location immediately to the north of its planned Super K-Mart Store structure, and American Star shall further construct and complete Kimber Lane from its present north terminus to its intersection with proposed Virginia Street, and American Star shall further construct Virginia Street from its intersection with Kimber Lane to a point seventy five feet (75') east of the eastern boundary of Stofleth Ditch, all at the sole cost and expense of American Star and all in accordance with applicable governmental construction standards.

- 5. The County, in consideration for the commitments of American Star herein, has committed itself to the construction of a culvert over Stofleth Ditch and the construction of approaches thereto seventy five feet (75') in length on either side of Stofleth Ditch within the right-of-way of Virginia Street which will connect on the east with Virginia Street as improved by American Star and on the west with Metro Avenue.
- 6. When all right-of-way has been acquired by the County in accordance with this Agreement and all conditions in paragraph 3 have been met, American Star shall construct the Project thereon in accordance with applicable governmental specifications at American Star's sole cost and expense, and the County will construct a culvert and bridge with approaches from the western terminus of the Project to seventy five feet west of the western boundary of Stofleth Ditch. American Star will also construct at its expense Kimber Lane from its present north terminus of pavement to Virginia Street. American Star will also construct

at its expense an additional traffic lane on the west side of Burkhardt Road from the Virginia Street taper to the north property line of Moto, Inc.

- The parties agree to execute any document and take all steps necessary to effectuate the purposes of this Agreement.
- All of the beneficiaries of that certain Land Trust known as the "Executive Manor Company Trust", an entity which has been active in the creation of this Agreement and which is the fee owner of the apartment development immediately to the west of that certain property which American Star is currently in the process of developing for commercial uses in Vanderburgh County, Idniana, shall be deemed to be a third party beneficiary of this Agreement.
- The County and American Star agree that upon the commencement of construction by American Star upon the commercial real estate which contains that portion of Indiana Street which is to be vacated, American Star shall be obligated to provide continuous vehicular access between Burkhardt Road on the east and Kimber Lane on the west during the entire construction period. The parties recognize that it may be necessary in the course of construction by American Star to remove Indiana Street as it currently exists, and American Star shall have the right to do that even though the Project has not yet been completed so long as American Star provides a safe and suitable alternate route between Burkhardt Road and Kimber Lane at all times.
- 10. Any written notice or communication provided for herein shall be either delivered in person or sent by certified or registered United States mail, postage prepaid, return receipt requested, to the respective party at the address show below:

To County:

Board of Commissioners of

Vanderburgh County
Room 305, Civic Center Complex
1 Martin Luther King, Jr. Blvd.

Evansville, IN 47708

ATTN: Richard Borries

To American Star:

American Star Properties, Inc. 109 Northshore Drive, Suite 205

Knoxville, TN 37919

ATTN: James Harrison

To Executive Manor:

Executive Manor Company Trust

c/o William Butterfield

555 Tennis Lane

Evansville, IN 47715 Each party has the right to change its address at any time, and from time to time, by giving written notice thereof to the other party. Notice is deemed given as of the time of the postmark on the envelope.

- 11. This Agreement contains the entire agreement between the parties, and there is no promise, agreement, condition, undertaking, warranty or representation, either written or oral, express or implied, between the parties other than as set forth herein. The parties expressly agree that this Agreement is an integration of all prior and contemporaneous promises, agreements, conditions, undertakings, warranties and representations between the parties.
- 12. No amendment, modification, termination or waiver of any provision of this Agreement nor consent to any departure by a party therefrom, in any event is effective unless the same is in writing and signed by the other parties, and then such waiver or consent is effective only in the specific instance and for the specific purpose for which given. No notice to or demand on a party in any case entitles it to any other or further notice or demand in similar or other circumstances.
- 13. The County shall not be subject to any monetary penalty for the breach hereof, and the County shall have no obligation to expend any public funds not gifted hereunder in furtherance of its efforts to acquire the Subject Property.
- 14. This Agreement is governed by, and construed in accordance with the laws of the state of Indiana.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives on the day and year first above written.

VANDERBURGH COUNTY

Commissioner

Commissioner

Commissioner

AMERICAN STAR PROPERTIES, INC.

-5-

#### SCHEDULE A

Part of the East Half of the Southeast Quarter of Section Twenty-four (24), Township Six (6) South, Range Ten (10) West in Vanderburgh County, Indiana, and being more particularly described by metes and bounds as follows:

Commencing at a brass disk marking the Southeast corner of the Southeast Quarter of Section Twenty-four (24), Township Six (6) South, Range Ten (10) West; thence along the East line thereof (assumed bearing) North 00 degrees 32 minutes 28 seconds East One Thousand Three Hundred Twenty-four and Three hundredths (1324.03) feet to the Northeast corner of the Southeast Quarter of the Southeast Quarter of said Section Twenty-four (24), Township Six (6) South, Range Ten (10) West; thence continue along said East line North 00 degrees 31 minutes 56 seconds East Three Hundred Seventy-two and Forty-five hundredths (372.45) feet, said point being South 00 degrees 31 minutes 56 seconds West Nine Hundred Fifty-one and Twelve hundredths (951.12) feet from the Northeast corner of the Southeast Quarter of Section Twenty-four (24), Township Six (6) South, Range Ten (10) West; thence North 89 degrees 28 minutes 04 seconds West Thirty (30.00) feet to the West right-of-way of Burkhardt Road, said point being the true point of beginning; thence North 44 degrees 38 minutes 08 seconds Fifty-six and Forty hundredths (56.40) feet; thence North 89 degrees 48 minutes 12 seconds West Five Hundred One and Eight hundredths (501.08) feet; thence South 81 degrees 46 minutes 47 seconds West Four and Eighty-two hundredths (4.82) feet; thence North 00 degrees 31 minutes 56 seconds East Sixty and Seventy-one hundredths (60.71) feet to the Northwest corner of said Holder property; thence along the North line thereof South 89 degrees 48 minutes 12 seconds East Five Hundred Forty-five and Eighty-five hundredths (545.85) feet to the West right-of-way of Burkhardt Road; thence along said right-of-way South 00 degrees 31 minutes 56 seconds West One Hundred (100.00) feet to the point of beginning, containing 0.77 acres (33,552.64 square feet).

Source of Title: Warranty Deed to Grantor recorded April 18, 1951 of record in Deed Record 324, Page 545 in the office of the Recorder of Vanderburgh County, Indiana.

Subject to easements, rights-of-way, building and use restrictions of record.

AREA PLAN COMMISSION

EVANSVILLE-VANDERBURGH COUNTY

Room 312 Civic Center Complex

1 N. W. Martin Luther King, Jr. Blvd.

Evansville, IN 47708

Phone (812) 426-5226

TO:

Mark Abell

FROM:

Barbara L. Cunningham

DATE:

April 20, 1993

Here's a copy of the vacation information we sent City Council. Everything remains the same except I would probably expand on improvement to Burkhardt Road promised and note that traffic would be better served if Indiana was located farther to the north. At time of Lloyd improvements, we requested this from State to no avail.

#### REPORT OF AREA PLAN COMMISSION

A) Existing Conditions: (including plans for future use)

This vacation bisects a 35.75 acre property that was unanimously approved for C-4 by Area Plan Commission on April 7, 1993. It now goes to the City Council and County Commissioners meeting of April 19th. Indiana Street was put in by the State as part of the Lloyd Expressway project to serve as access to apartments, office buildings, and a few residents. Kimber Lane, which intersects with Indiana, does not meet City street standards. At the Area Plan Commission meeting, American Star Properties stated that they have agreed to widen Burkhardt Road the full length of the project, to widen existing Kimber Lane and to extend Kimber Lane north to Virginia Street. They also offered to take the money that would be spent to relocate Indiana Street (if vacated) to construct Virginia from Burkhardt to Stofleth Ditch if proper right-of-way is obtained.

#### B) Effect of Vacation:

Would provide private developer the ability to assemble a property of sufficient size for a large commercial development. It would also eliminate access to Burkhardt Road from Kimber Lane.

#### C) Recommendation:

An east-west artery is necessary to provide access to Burkhardt. The prime location for the artery would be the extension of Virginia. This would provide access from Burkhardt to Green River Road. The extension of Virginia should be aggressively pursued for it would benefit the whole County not just the individual developer. If this is not possible, another east-west artery should be installed north of the commercial development and Kimber Lane should be improved to the south of this artery.

Signature: Barbare Date: Cunny 4-15-93

### REPORT REGARDING STREET VACATION

Ordinance No:

G - 93 - 8

Date:

4-8-93

Petitioner:

ALFRED & JULIA EULER

Attorney: MICHAEL

MITCHELL

Location: KIMBER LANE AND EAST INDIANA

STREET

Date of

Public Hearing: 4-19-9

6:50pr

### PURPOSE OF REPORT

To determine the effects of the proposed Ordinance on transportation and land use.

### REPORT OF AREA PLAN COMMISSION:

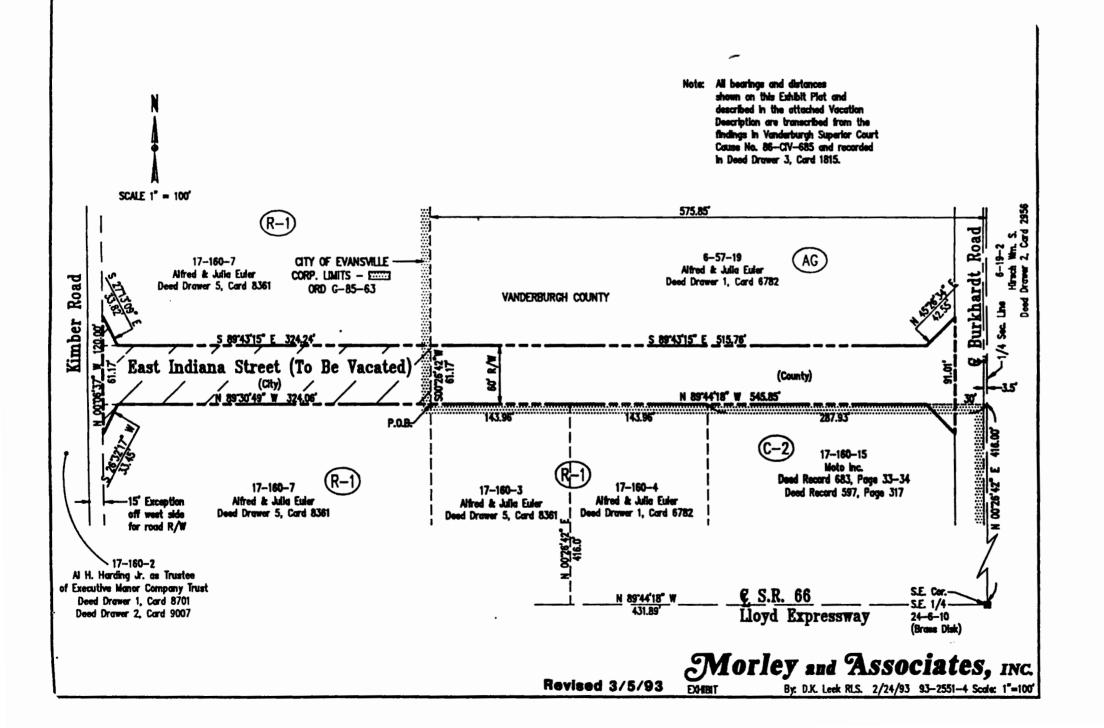
- A) Existing Conditions: (including plans for future use)
- B) Effect of Vacation:
- C) Recommendation:

Signature: Date:

1

You will receive the findings of other departments when this interdepartmental study is complete. Thank You.

# Vacation Plat - East Indiana Street



The undersigned each represent and warrant that s/he is authorized to execute this document on behalf of the respective party and any and all actions necessary for this to constitute the valid and binding act of the respective party have occurred.

# for City of Evansville



. BOARD\_GHENATURES\_SIGETS

#### MULTI-YEAR SERVICE AGREEMENT ADDENDUM

FOR

#### CITY OF EVANSVILLE/VANDERBURGH COUNTY

The special terms and conditions outlined below are in addition to Digital's Standard Terms and Conditions. In the event of conflict, these special terms and conditions prevail. Additional discounts of allowances will not apply during the duration of this contract; however, additional Digital equipment added to this agreement will see eligible for the discounts for the term of this agreement.

#### TERM

This addendum is effective 1-Apr-93, and shall be valid until 31-Dec-95. The expiration will coincide with The City : Evansville's current anniversary date of Digital Service Agreement #93038769D. The Standard Cost for items on the contract will not exceed a 6% per year increase in price.

#### PAYBACK OF UNEARNED ALLOWANCES

Should the customer, prior to the end of the term of this Agreement.

(1) terminate this Agreement, or (2) delete any addenda for reasons other than sale, discontinued use, upgrade to newer Digital technology or for the transfer of equipment, the customer agrees to pay Digital amount equal to the difference of the Standard List Price and actual price paid for services provided under this Agreement. This amount will be payable immediately upon such termination or deletion of the customer.

Upon 90 (ninety) days prior written notice, The City of Evansville ---, terminate this agreement at the end of The City of Evansville's current fiscal year for lack of funding, without penalty of the Payra of Unearned Allowances, provided The City of Evansville does --- substitute computer services to any other vendor.

| THE CITY OF EVANSVILLE | DIGITAL EQUIPMENT CORPORATION |
|------------------------|-------------------------------|
| BY:                    | BY:                           |
| TITLE:                 | TITLE:                        |
| DATE:                  | DATE:                         |

#### DIGITAL EQUIPMENT CORPORATION U.S. STANDARD TERMS AND CONDITIONS

The following are the Terms and Conditions under which Digital Equipment Corporation ("DIGITAL") sells and licenses Products, Services, and Distributed Software in the United States of America.

#### 1. Definit

- 1.1 "Equipment" refers to computer systems (excluding software), related hardware, accessories, and spare parts listed in the Price List. Equipment may be manufactured using refurbished components or may have been used internally for ongoing reliability testing. Spare parts may be refurbished
- 1.2 "Software" refers to software products (including databases), listed in the Price List, supplied with Equipment, or otherwise supplied or developed by DICITAL including packaged application software and software supplied in connection with Services. The term "Software" applies to all parts of Software, and to new releases, updates, and modifications of Software, but does not include Districted Comments.
- "Distributed Software" refers to third-party software products, including databases, licensed directly to Purchaser by a third party and identified as such.
- and Identified in when

  1.4 "Documentation" refers to manuals, handbooks, maintenance
  libraries, and other publications listed in the Price List or supplied
  with Software or Equipment listed in Price List or supplied in
  connection with Services. The term "Documentation" does not include Softwere Product Descriptions, Service Descript ware, or Distributed Softwere.
- "Services" refers to DIGITAL standard softs ment services and educational services, for wi Description, but does not refer to custom ser
- 1.6 "Products" refers to Equipment, Software, and Documentation or other products furnished under these Terms and Conditions, but not to Services or to Distributed Software. For Software, other licensed Products and Distributed Software, the term "purchase" ed the term "Purchaser" m
- 1.7 "Price List" refers to the DIGITAL published price list: 1) app cable to the Products or Services that are the subject order, and ii) that is current when the order is acce
- 1.8 "Software Product Descriptions" ("SPDe") refers to do this name and any addenda thereto which provid specifications, warranty, and license information for described therein.
- 1.9 "Service Descriptions" refers to documents of this n provide information regarding DIGITAL's and Purchase tions for Services provided under these Terms and Cor name which

#### 2. Orders, Prices and Fees

Prices and fees for Products, Distributed Softmare, and Service be as specified in an authorized DIGITAL quotation that is carry the time an order is accepted, or in the absence of a quotation be DIGITAL's standard prices and fees specified in the Price List for and services included with Software Rosesed under a Pe Payment License ("PPL") may be changed by DIGITAL upon size descriptions and the services are services and the services and the services are services are services and the services are services and the services are services are services. r a Pa days' written notice.

#### 3. Taxes

Prices and fees are exclusive of and Purchaser is responsible for all applicable taxes on the sale, license, or use of Products and Distributed Software or on the provision of Services, except for taxes based

### 4. Delivery

Products and Distributed Software will be delivered F.O.B. DIGITAL's plants. Purchaser will be responsible for constructed transportation charges, and for insurance at rates in effect at the time an order is accepted. Purchaser may elect to provide its own insurance by providing specific written notice to DIGITAL.

DIGITAL reserves a purchase-money security interest in each Product delivered and, in the case of authorized resellers, in any proceeds of the Product including accounts receivable. Purchaser agrees to sign upon request, any document necessary to perfect DIGITAL's security

#### 6. Payer

Payment for Products and Distributed Software is due thirty (30) days from the date of delivery, provided Purchaser maintains credit arrangements satisfactory to DIGITAL. Payment for Services and of fees for which no "delivery" of Products is involved is due upon receipt of invoice.

#### n and Rescheduling Charges

Cancellation or rescheduling by Purchaser of an order for Products or Distributed Software thirty (30) days or less prior to the acknowledged delivery date will be subject to a charge to Purchaser of five percent delivery date will be subject to a charge to Purchaser of five percent (5%) of the list price of the Products or Distributed Software to a maximum of ten thousand dollars (\$10,000). Rescheduling of an order is subject to acceptance by DIGITAL.

Cancellation charges for regularly scheduled courses conducted at a DIGITAL facility are fifty percent (50%) of the course price if cancelled fourteen (14) days or less prior to the scheduled start date. Cancellation charges may also be incurred as specified in the applicable Service Description in the event of Purchaser's cancellation of Services

Products or Distributed Software will be installed by DIGITAL at Purchaser's facility in the United States if the price includes installation or if Purchaser separately purchases installation services. Availability of installation is specified in the Price List. Installation shall be deemed complete upon the successful execution of DIGITAL's diagnostic programs. Purchaser is responsible for preparation of a sale and suitable site is accordance with DIGITAL'S site specifications.

#### 9 | Equi**pment**

Equipment is warranted by DIGITAL to Purchaser against defects in workmanship and material during the applicable warranty

- 9 I I The warranty period for Equipment is specified in the Price List. The period begins on the date installation is completed, or upon delivery if the Equipment is customer installable if DIGITAL is prevented from installing Equipment by causes beyond its control for more than thirty (30) days from the date of delivery, the warranty period will con thirtieth (30th) day after delivery.
- 9 I 2 Warranty service will be provided in the United States at either Purchase's facility or a DIGITAL repair facility, as specified in the Price List.

#### 9 2 Software

DIGITAL warrants to Purchaser that Software designated as warranted in the SPD or the Price List will conform to the SPD applicable to the Software at the time an order is accepted. The term of the warranty and the manner in which DIGITAL will remedy any nonconformance is specified in the SPD or the Price List. All other Software is provided "as is". DIGITAL does not warrant that the execution of Software shall be uninterrupted or error free. DIGITAL WART

#### 9 1 Distributed Software and Documentation

DIGITAL does not wereast the form or content of Distributed Software or Documentation, both of which DIGITAL provides as is Certain Distributed Software is westered by the third party

#### 9.4 Limitation of Warrants

- The warranties provided in Subparagraphs 9.1 and 9.2 are limited warranties and do not apply to:

  as Many Products, other than Equipment or Software, which may be sold or licensed by DIGITAL. The above are sold or licensed as is, "or are warranted directly to Purchaser by a third party.
- b) conditions resulting from improper use of the Equipment or Software or operation of the Equipment outside the specified environmental conditions, or conditions resulting from causes external to the Equipment
- after delivery, or
- 3) conditions resulting from modifications to Equipment or Software other than modifications made by DIGITAL.

#### 9.5 Service Warranty

DIGITAL warrants that Services will be provided in a workma manner in accordance with the Service Description applicable at the time of order.

#### 9.6 Remedies

Purchaser's remedies for DIGITAL's obligations under Paragraph 9 are as set forth in Paragraph 15.

#### 9.7 Disclaimer of Warranties

THE ABOVE WARRANTIES ARE THE EXCLUSIVE WARRANTIES, AND NO OTHER WARRANTY, EXPRESS OR IMPLIED, SHALL APPLY. DIGITAL SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE

#### ets and Copyrigh 10. Pater

#### 10.1 Defense and Indomnification

Defense and Indemnification

DIGITAL shall defend, at its expense, any claim (including any suit) brought against Purchaser alleging that any Equipment, Software or Documentation furnished hereunder infringe a United States patent, copyright, or meek work right, and shall pay all costs and damages finally awarded, provided that Purchaser gives DIGITAL prompt written notice of such claim, and information, reasonable assistance and sole authority to defend or settle the claim. In the defense or settlement of the claim, DIGITAL may obtain for Purchaser the right to continue using the Equipment, Software or Documentation replace or modify the Equipment, Software or Documentation so they become non-infringing, or, if such remedies are not reasonably available, grant Purchaser a credit for the Equipment, Software or Documentation as depreciated and accept their return. DIGITAL shall not have any liability if the alleged infringement is based upon the use, license or sale of the Equipment, Software or Documentation in combination with other products (including software) not furnished by DIGITAL DIGITAL DISCLAIMS ALL OTHER LIABILITY FOR VIOLATION, MISAPPROPRIATION OR INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, AND FURTHER DISCLAIMS ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

#### 10.2 Patent Licens

Petent License

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|            | Warranty Info         | 90 days                 | /90 days                                | /90 days                                | /90 days         | /90 days                           | /6 mos/200,000               | /6 mos/200,000          | /90 days             | /90 days                                  | /90 days         |
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|            |                       |                         | /                                       | /                                       | /<br>m/1 - names | /<br>~                             | /n?   FT0700                 | /<br>//:                | /<br>/T              | /<br>//////////////////////////////////// | /<br>/VEDAY 5100 |
| •          | Machine Proposed      |                         | /Minolta EP8602                         |   |                  | /Konica 5080                       |                              | /Ricoh FT7870           |                      | /XEROX 5065                               | /XER0X 5100      |
|            | - other name          | (Kodak 95)              | ,                                       | /(Monroe)                               | /(Monroe)        | <i>'</i>                           | /(Savin 9080)                | /(Savin 9080)           | /(Lanier 6360)       | ,   | ,                |
|            | Marking As 1          | A14 F/F 65              | / 414 000 00                            | / 414 00/ 00                            | / 414 60/ 65     | /<br>/ #17 A10 AA                  | / 424 040 00                 | / #1E E40 AA            | / #10 013 00         | / #21 AGA AA                              | / \$60,500.00    |
| ~          | Machine Cost          | \$14,565.00             | / \$14,832.00                           | / <b>\$14,896.00</b>                    | / \$14,896.00    | <b>\$17,018.00</b>                 | / <b>\$24,968.00</b>         | / \$15,569.00           | / <b>\$10,013.00</b> | / <b>\$</b> 21,090.00                     | / \$60,500.00    |
|            |                       |                         | <i>'</i> ,                              | <b>,</b>                                | ,                | ,                                  | ,                            | ,                       | ,                    | ,   | ,                |
| _          |                       | 105 866                 | , , , , , , , , , , , , , , , , ,       | , 100,000                               | / 100 000        | /<br>/ 150 000                     | / 175,000                    | / 125,000               | / 100,000            | / 100,000                                 | / 150,000        |
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|            | Fully trained techs   | 20                      |   |   |                  |                                    |                              | -                       |                      |   |                  |
| •          | Avg response time/hrs |                         |   |   |                  | / 2.5                              |                              |                         |                      | , 2                                       |                  |
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|            | * FIRST YEAR COST     |                         | /                                       | / *14 00/ 00                            | / #14 00/ 00     | /<br>/ #17 010 00                  | / #24 040 AA                 | / #15 540 AA            | / #10 012 00         | / #21 000 00                              | / #40 500 00     |
| •          | - Machine             | \$14,565.00             | / \$14,832.00                           | / \$14,896.00                           | / \$14,8%.00     | <b>\$17,018.00</b>                 | / \$24,968.00                | / \$15,569.00           |                      | -   | / \$60,500.00    |
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Vanderburgh County Engineering Department Agenda for April 26, 1993

| /          | 2. Construction engineering agreement for USI interchange           |
|------------|---|
| <i>,</i>   | 2. Bridge Inspection consultant recommendation — United Engineering |
| 7          | 2. Change orders for Columbia/Delaware Street bridge - approved     |
| 4          | Street acceptance for Willow Creek Subdivision                      |
| /          | Ryan Court 262 LFT  |
|            | Willow Creek Drive 515 LFT ———                                      |
|            |   |
|            | 7. Road paving and repair list — contract                           |
|            | , ,   |
|            | Lynch Road construction engineering agreement                       |
|            |   |
| <i>'</i> : | 7. Mt. Ashley Subdivision street plans — review for May 3           |
| /          | 7. IVII. I Isliney bubul vision subot plants                        |
|            |   |

### INDIANA DEPARTMENT OF TRANSPORTATION

CHANGE ORDER

Project No. BHZ-BHM-E 140 (001) Contract No. B-20039

Change Order No

Page

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended. (Give location, description and reason)

An Alternate Beam Design, for Spans D, E, Q, R, S, is proposed by E.H. Hughes Instead of supporting the existing concrete girders, repairing and working around them, the contractor will remove the girders completely and replace them with new Prestressed Concrete Box Beams. This Alternate Beam Design will be completed with no additional cost to the contract. The items listed below indicate the changes in quantities that result in the cost of the new beams born through reducing or deleting other items.

|     |                                    |               | INC                    | REASE          | DEC      | REASE            | % СН         | ANGE       |
|-----|------------------------------------|---------------|------------------------|----------------|----------|------------------|--------------|------------|
| NO. | DESCRIPTION OF ITEM                | UNIT<br>PRICE | QUANTITY               | AMOUNT         | QUANTITY | AMOUNT           | THIS<br>C.O. | TO<br>Date |
| 0.2 | Conc.,C, in Superstr.              | 250.00        | 8.37                   | 2092.50        |          |                  | 0.5          | 0.5        |
| 03  | Conc., A, in Substr.               | 550.00        | 23.78                  | 13,079.00      |          |                  | 45           | 45         |
| 07  | Re-Steel, Epoxy Coated             | 0.58          | 2138.0                 | 1240.04        |          |                  | 0.5          | 0.5        |
| 08  | Threaded Bar Splice Ep.            | 10.00         | 60.0                   | 600.00         |          |                  | 1.3          | 1.3        |
| 11  | Special Splice Sleeve              |               |                        |                | 96.00    | 7680.00          | 100          | 100        |
| 22  | Pres. Str. Remove Port.            | 495500        | 00                     |                | 0.16     | 79280.00         | 16           | 16         |
| 1 1 | Supporting Girders                 | 35000.0       | 1                      |                | 1.0      | <b>35000.</b> 00 | 100          | 100        |
|     | Field Drill Holes in Co            | n. 6.90       | 1286.0                 | 8873.40        |          |                  | 10           | 10         |
| EW  | PSC Box Beams(17"x3')              | 96075.        | 00 1.0                 | 96075.06       |          |                  | 100          | 100        |
|     |                                    |               |                        |                |          |                  |              |            |
| 1   | PLACE "EW" FOR EXTRA WORK ITEMS    | TO            | ALS                    | 121960.00      |          | 121960.0         | )            |            |
| _   | PLACE "FA" FOR FORCE ACCOUNT ITEMS | NET           | INCREASED<br>DECREASED | ESTIMATED COST | s 0.     | 00               |              |            |

It is the intent of the parties that this change order is full and complete compensation for the work described above Notification and consent to this change in plans is hereby acknowledged.

| Contractor   | E. H. Hughe         | 5 Co., 10c By Kenneth Ollarke Date 4-19-93        |
|--------------|---------------------|---|
|              | d For Consideration |   |
| PE/S         | D.E.                | Necliard Dornes 4/26/93                           |
| AE           | CONST.<br>ENGR.     | fully filly                                       |
| DCE          | CHIEF<br>DIV.       | achim   |
|              |                     | Approved for Indiana Department of Transportation |
|              |                     |   |
|              | (SIGNATURE)         | (TITLE) (DATE)                                    |
| State Form 3 | 5929 (R2/7-89)      |   |

| •    |   |               |     |
|------|---|---------------|-----|
| Form | 1 | $\mathcal{C}$ | 626 |

# CHANGE ORDER

| Project No BHZ-BHM-E 140 (001) | Contract No B-20039 |
|--------------------------------|---------------------|
|--------------------------------|---------------------|

Change Order No

(DATE)

Whereas, the Standard Specifications for this contract provides for such work to be performed, the following change is recommended. (Give location, description and reason)

An item for Construction Engineering was not included in the original proposal for this contract. In accordance with Standard Specification 104.03, the following item is added to the contract. The contractor will perform all necessary work for construction engineering as per Standard Specification 105.08 (b). See attached sheet for cost breakdown. Concrete Class A, was placed in diaphragms @ Bents #4,5,6, instead of Class C. A new item, Conc. Class A in Superstructure, is needed to pay for this concrete

|             |                                    |               | INC                    | REASE          | DEC      | REASE   | % CH | ANGE       |
|-------------|------------------------------------|---------------|------------------------|----------------|----------|---------|------|------------|
| ITEM<br>NO. | DESCRIPTION OF ITEM                | UNIT<br>PRICE | QUANTITY               | . AMOUNT       | QUANTITY | AMOUNT  | THIS | TO<br>DATE |
| EW          | Const. Engineering                 | 1288 900      | 1.0                    | 12847.00       |          |         | 100  | 100        |
|             |                                    |               |                        |                |          |         |      |            |
| 02          | Conc.,C, in Superstr.              | 250.00        |                        |                | 4.47     | 1117.50 | 0.3  | 0.3        |
| EW          | Conc.,A, in Superstr.              | 247.00        | 4.47                   | 1104.09        |          |         | 100  | 100        |
|             |                                    |               | -                      |                |          |         |      |            |
|             |                                    |               |                        |                |          |         | -    |            |
|             |                                    |               |                        |                |          |         |      |            |
| 1           | PLACE "EW" FOR EXTRA WORK ITEMS    |               | ALS                    | 13951.09       |          | 1117.50 | L    |            |
|             | PLACE "FA" FOR FORCE ACCOUNT ITEMS |               | INCREASED<br>DECREASED | ESTIMATED COST | s_ 12833 | .59     |      |            |

It is the intent of the parties that this change order is full and complete compensation for the work described above. Notification and consent to this change in plans is hereby acknowledged.

| Submitte | d For Consideration | Theliand   Promes 4/26/23 |
|----------|---------------------|---------------------------|
| PE/S     | D.E.                | 1. I A 1                  |
| A.E      | CONST.<br>ENGR.     | Jame Jules                |
|          | CHIEF               | AUX Juns                  |
| DCE      | DIV.                |                           |

State Form 35929 (R2/7-89)

(SIGNATURE)



004 MEGT COURT AVENUE - B O BOY 420 - IEEEEEECONVILLE IN 47131 (012) 200-7340 • FAX (812) 282 1083

March 30, 1993

Indiana Department Of Transportation 621 North Ninth Avenue Evansville, Indiana 47712

Attention: Mr. Stuart May

Reference: INDOT Contract B-20039

Vanderburgh County, IN.

Dear Stuart,

Per your request the following is a breakdown of the Construction Engineering proposal submitted previously.

#### DIRECT COST

| LABUR                                   | <del>(1) Superintendent</del> | <del>- 7.5 Hrs @ \$20.00/Hr.</del> | <del>- 1 210,00 米</del>       |
|---|-------------------------------|------------------------------------|-------------------------------|
|   | (1) Engineer                  | 144 Hrs @ \$50.00/Hr.              | = \$7200.00                   |
|   | (1) Laborer                   | 112 Hrs @ \$23.00/Hr.              | = \$2576.00                   |
|   |                               |                                    |                               |
|   |                               | Total                              | <del>47786.00</del> \$9776.00 |
| Equipment                               | Transportati                  | on                                 | \$ 500.00                     |
| , | -                             | ment \$ Supplies                   | \$ 300.00                     |
|   |                               |                                    |                               |
|   |                               | Total                              | \$ 800.00                     |
| _                                       |                               |                                    | , ,,,,                        |
| Insurance                               |                               | lotal                              | \$ 200.00                     |

### Summary

| Labor          | <del>*************************************</del> |
|----------------|--|
| + Mark-Up (20% | ) <del>1777.00</del> \$1955.00                   |
| Equipment      | 800.00   |
| + Mark-up (12% | 96.00  |
| Insurance      | 200.00   |
| + Mark-up (10% | 20.00  |
|                |  |

Total +13,099.00 \$12847.00

\* Superintendents hours are not to be included, since he must be on site to oversee all work during each day! This is in agreement with Kennerh Clarke, of E.H. Hughes, as per our phone Conversation of 4-23-43.

STORES OF THE STORES OF THE STORES

Stunt May P/s



INDUSTRIAL AND HEAVY CONSTRUCTION • BEWAGE AND WATER PLANTS & SYSTEM • ROADS & BHIDGES

Equal Opportunity Employer

# PROPOSED PAVING AND RESURFACING LIST - 1993

PARTIAL LIST

#### RESURFACING

Boonville New Harmony Road from S.R. 57 to Petersburg Road Seib Road from Kansas Road to Boonville New Harmony Road Wimberg Road from railroad overpass to Kratzville Road Dixie Flyer Road from the City Limits to railroad crossing

#### CONCRETE REPAIR

Briar Court from Bob Court Drive to Pleasant View Drive
Cold Spring Lane from Heather Lane to Strawberry Hill Road
Dry Branch Road from Strawberry Hill Road to Eissler Road
Heather Lane from Old Lantern Lane to Cold Spring Lane
Huntsman Trail from Eissler Road to Gunpowder Lane
Kings Path from Huntsman Trail to dead end
Old Cannon Way from Dry Branch Road to Rock Creek Lane
Old Lantern Lane from Strawberry Hill Road to Heather Lane
Rock Creek Lane from Strawberry Hill Road to Gunpowder Lane
Strawberry Hill Road from Old State Road to Dry Branch Road

#### **CRACK SEALING**

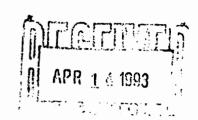
Whispering Tree Lane from Mt. Pleasant Road to Mt. Pleasant Road Wind Circle from Whispering Tree Lane to dead end Petersburg Road from Boonville New Harmony Road to Baseline Road All roads listed above in the CONCRETE REPAIR list

THE TOTAL ESTIMATED COST FOR THESE PROJECTS IS \$380,000. ADDITIONAL PROJECTS MAY BE ADDED, DEPENDING UPON THE AVAILABILITY OF FUNDS.

#### POSEY COUNTY HIGHWAY DEPARTMENT

1203 BRITTLEBANK ROAD MT. VERNON, INDIANA 47620

April 8, 1993



Mr. Greg A. Martin Posey County Commissioner Mt. Vernon, Indiana 47620

Re: County Road 1200 E (County Line)

Dear Greg,

Pursuant to your direction, I met with Mr. John Stoll, P.E., the Vanderburgh County Engineer. We discussed improvements to County Line Road along the east line of Sections 25 and 36 in Smith Township. Improvements include the following items:

Drainage improvement

2. Solidification of the existing gravel surface

3. Asphalt Paving

4. Paint Striping

Shoulder Construction

Future maintenance includes the following items:

Crack Sealing "Pot Hole" repair 2.

3. Drainage Improvements

Future Paint Striping

Repaving

- snow removal

The silt loam soils in the area are considered "severe" with relative low strength for road building. They are also subject to a frost action that is detrimental to the life of the road surface. I would, for your review, suggest a heavy application of bituminous liquid to solidify the gravel, 3" of #5 Asphalt base material and 1" of #11 asphalt surface material be considered. Thickening the asphalt base material will increase the life of the pavement, thinning the material will reduce the life. The expected life of the project's pavement is difficult to estimate, it largely depends on the quality of maintenance activity. The seasonal stresses and the traffic loads to which the road is subjected.

If I am able to supply additional information, Please contact me.

teven E. Hahn, P.E.

Mr. John Stoll 715 A Locust Street cc: Evansville, IN 47708

### VANDERBURGH COUNTY ENGINEERING DEPARTMENT 715A Locust Street Evansville, IN 47708

| DATE: April 26, 1  | 993   |  | Tel.  | (812)                         | 424-9603                |
|--|---|--|---|-------------------------------|-------------------------|
| Vanderburgh County Bo<br>Rm. 305 Civic Center<br>Evansville, IN 47708                                |   | ssioners   |   |                               |                         |
| RE: AC   |   | Street and Sto<br>ements in                                      | rm Sewer  | •                             |                         |
| _  | Willow  | Creek Subdivis   | ion   | •                             |                         |
| Dear Commissioners   |   |  |   |                               |                         |
| The undersigned Storm Drainage (inclu Improvements were con All streets were consthe approved plans. | ded within the structed/fing tructed with         | ne street right<br>ished on/by <u>I</u><br><u>Concrete</u>       | -of-way<br>February<br>in acc                   | ) Thes<br>, 1993<br>ordanc    | e with                  |
| The following is feet wide streets in  |   |  | f the co  | mplete                        | đ                       |
| Ryan Court   |   |  | _   | 2                             | 62LFT                   |
| Willow Creek   | Drive (Exter                                      | nsion)   |   |                               | 15 LFT                  |
|  |   |  | _   |                               | LFT                     |
|  |   |  |   |                               |                         |
|  |   |  |   |                               |                         |
|  |   |  |   |                               | LFT                     |
|  |   |  | <u> </u>  |                               | LFT<br>LFT              |
|  |   |  |   |                               | LFT<br>LFT<br>LFT       |
|  |   | TOTAL  |   |                               | LFT<br>LFT              |
| It is recommende within the street rig  ACCEPTED XXX  If you have any Department.                    | d that these<br>ht-of-ways) :<br>REJECTED         | Street and Sto   | orm Drai<br>e:<br>INTENANC                      | nage (                        | LFT LFT 777 LFT         |
| ACCEPTED XXX  If you have any  | d that these ht-of-ways) : REJECTED questions plo | Street and Sto Improvements be FOR MA  ease call the of Board of | orm Draint  INTENANC  County E  Maint  County C | nage ( E nginee enance onmiss | LFT LFT 777 LFT include |
| ACCEPTED XXX  If you have any Department.  Respectfully,  County Engineer  Assistant County Engineer | d that these ht-of-ways) : REJECTED questions plo | Street and Sto Improvements be FOR MA  ease call the of Board of | orm Drai  INTENANC  County E  Maint  County C   | nage ( E nginee enance onmiss | LFT LFT 777 LFT include |
| ACCEPTED XXX  If you have any Department.  Respectfully,  County Engineer                            | d that these ht-of-ways) : REJECTED questions plo | Street and Sto Improvements be FOR MA  ease call the of Board of | orm Draint  INTENANC  County E  Maint  County C | nage ( E nginee enance onmiss | LFT LFT 777 LFT include |

# anderburgh County Engineering Department

715-A Locust Street - Evansville, Indiana 47708 Telephone: (812)424-9603

To:
From:
Subject:

Rick Borries
John Stoll

Subject: Extension of Boonville-New Harmony Road Service Road

Date: April 22, 1993

As you requested, I have looked into the possibility of extending the Boonville-New Harmony service road (the old section of Boonville-New Harmony Road prior to construction of I-164) to provide access to the property owned by Ernestine Ziliak. According to research done by Bill Higgins of this office, this local service road has been relinquished by the state and it has been accepted by Vanderburgh County. This service road currently ends on property owned by Mr. Edwin Young, as indicated on the attached copy of an aerial photo taken from the Interstate 164 plans. It is estimated that this road ends approximately 300 feet from the Ziliak property.

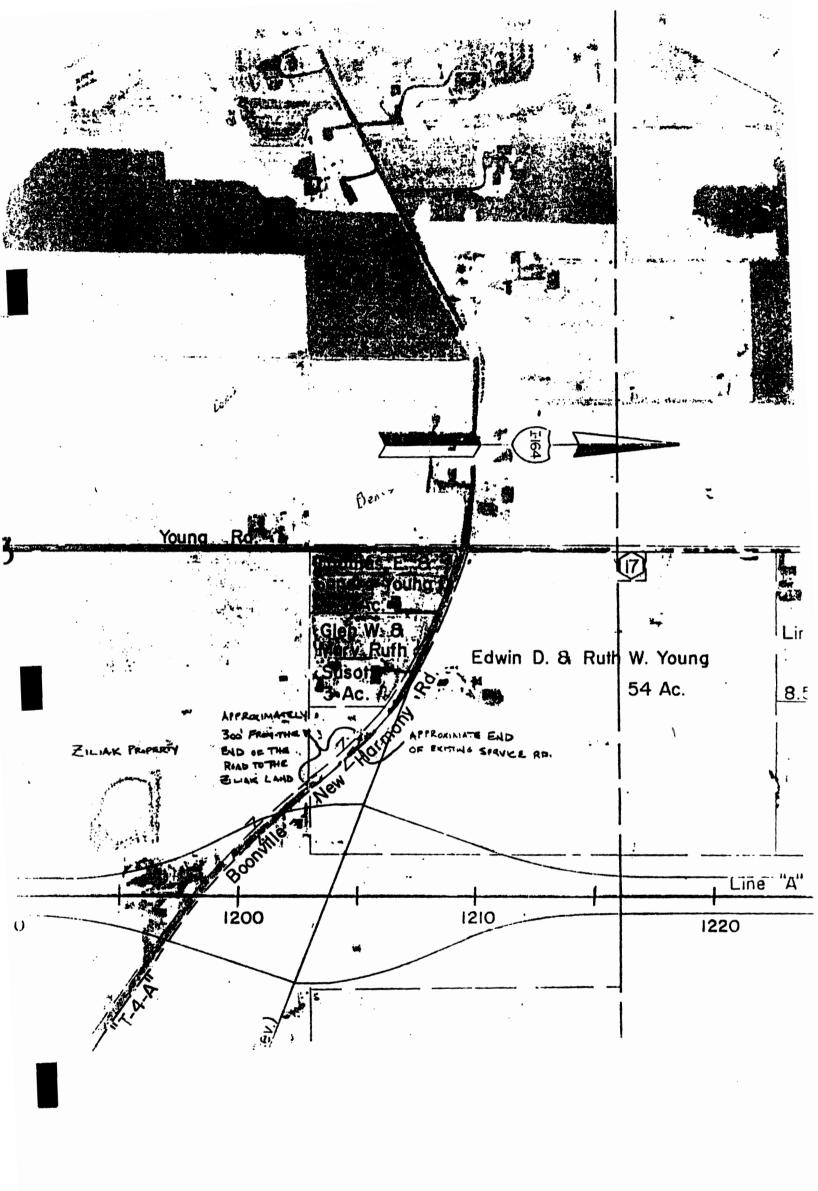
According to the attached correspondence, Ms. Ziliak has been requesting that rock be placed on this vacant right of way since 1988. The letters state that Ms. Ziliak has requested the rock road in order to provide access to a location where she would like to build a home. However, according to the attached letter from Aden Carr, former District Engineer for the INDOT Vincennes District, the amount paid to Ms. Ziliak for the right of way acquired for I-164 included compensation for the elimination of Ms. Ziliak's access to Boonville-New Harmony Road. Additionally, the letter states that Ms. Ziliak was compensated enough to construct an entrance to her property from Young Road. Furthermore, the attached memo from Rex King of INDOT indicates that Ms. Ziliak was offered \$435,000 by INDOT for her property, while she was paid \$528,000.

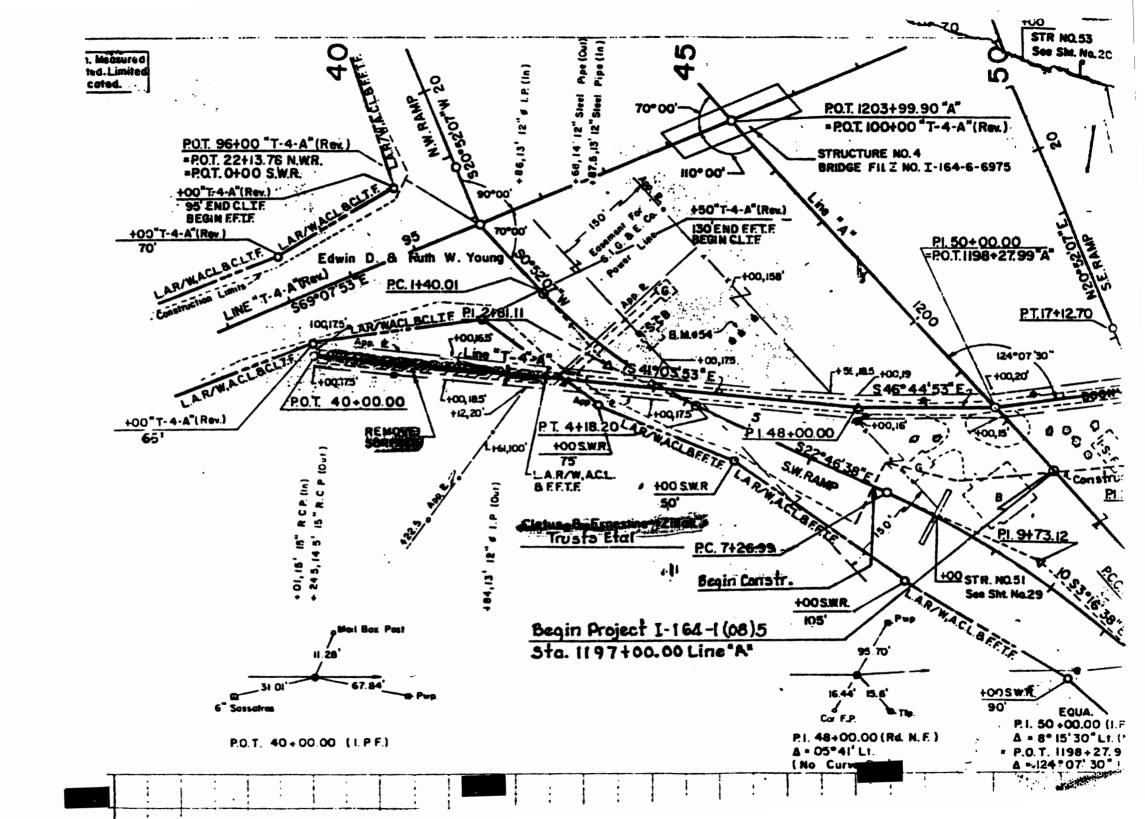
Based upon the fact that Ms. Ziliak was compensated for her loss of access to Boonville-New Harmony Road, that she was compensated enough to construct an access from Young Road, and the fact that Mr. Carr's letter states that adjacent landowners have expressed concerns about additional traffic on the service road if rock is placed on the vacant right of way, I recommend against Vanderburgh County using any of its funds to place rock in the vacant right of way of the old portion of Boonville-New Harmony Road. If the County was to provide this access drive, it would be creating access where the State paid additional money to eliminate access. Additionally, this would create another gravel road that the County Highway Department would have to maintain. As a result, I recommend that Ms. Ziliak construct her driveway on Young Road using the compensation she received during the I-164 right of way acquisition, as was intended when this right of way was acquired.

If you have any questions concerning this, please contact me.

cc: Pat Tuley

Don Hunter





à

April 23, 1991

Mrs. Ernestine Ziliak Petersburg Road Evansville, IN 47711

RE: Old Boonville-New Harmony Road

Dear Mrs. Ziliak,

This letter is in regard to your telephone call of April 19, 1991 requesting the County rock the abondoned portion of Boonville-New Harmony Road.

This portion Old Boonville-New Harmony Road (the old abandoned portion) has never been re-accepted by Vanderburgh County. The County cannot work off County right-of-way due to liability constraints. Therefore, the County cannot maintain that portion of road until such time as it has been accepted by the County. No activity can occur until the right-of-way is accepted.

Upon acceptance of the constructed portion of the road, the County will accept the responsibility for maintenance of this portion of the road.

Sincerely,

Gregory W. Curtis, P.E. Vanderburgh County Engineer

GWC: kh

7.65 V:

Ernestine J. Ziliak 10350 Old Petersburgh Road Evansville, IN 47711 (312) 367-3313

Mr. Rex King Indiana Department of Transportation Box 376 Vincennes, IN 47591

Dear Sir,

I am writing as a follow-up to my previous request on letters sent to your office dated April 1938, and April 1990. (Copies enclosed) It was stated during the original acquisition of the land for the I164 spur that loose ends would be finalized by early 1991.

We do currently use the road bed in question to our drive for the farm equipment. However, I would appreciate a final decision on this matter in writing. It is my understanding that if and when the state turns the land back to the county, they will consider paving a reaccess to our property.

Primarily, I want to state our interest in a decision on this matter. I still very much need access to my drive. Currently we use the drive for farm equipment, however I would like to build a home on the location of the original homestead where a well and garage is in place. Whereas this drive would serve a dual purpose. Please feel free to contact me at the above address or phone number. Thank you for your attention to this matter.

Sincerely,

Ernestine J. Ziliak

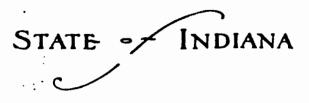
EZ. 61m

cc: Vanderburgh County Commissioners

I CALLED MRS ZILIAR 12-28-50 & HOUISER HERE THIS &!

ARE IN NECOTIATIONS WITH VIBRAIN GO FOR THE REUNQUISLAND.

Ros Kan



# INDIANA DEPARTMENT OF HIGHWAYS

100 North Senate Avenue Indianapolis, Indiana 46204-2249



# INDIANAPOLIS

Room 1101, State Office Building

317-232 5533

June 10, 1983

REPLY TO

V'eveca VINCENSES DISTRICT OFFICE P. O. BOX 376 VINCENNES, INDIANA, 475 (I PHONE 812/882 8330

Ernestine J. Ziliak Route 8 Box 452A Evansville, IN 47711

Dear Mrs. Ziliak:

I have reviewed your request for access to your land in the Southwest Quarter of the Northeast Quarter of Section 13, Township 5 South, Range 10 West, Vanderburgh County, by continuing on the old right-of-way of the Boonville-New Harmony Road from the end of the asphalt frontage road to your property line.

I find that the design of the road was to construct the asphalt service road as is now in place and to remove the old road surface at the end of the service road all the way to I-164.

I have contacted the State Land Acquisition Division in Indianapolis and find that their appraisal of the property included an amount to be paid to you for the elimination of your access rights from the Boonville-New Harmony Road. An amount was also allowed in the appraisal for you (the owner) to construct an entrace to the subject property for access from Young Road.

The State has assumed control of the County Road in order to re-construct the road to a standard compatible with I-164. We will retain control of the County Road within the construction limits until the completion of this section of I-164, and then we will ask the County Commissioners to accept the County Road back into their jurisdiction for control and maintenance.

Until we relinquish control of the old roadway and service road to the County, we desire that the use of the roadway for vehicular traffic be restricted to the paved sections.

Upon the transfer of jurisdiction of this road, the County Commissioners will have control of this area and are aware that public funds were used to terminate the use of this area for access to your property.

An adjacent landowner and user of the service road has expressed concern that expansion not be allowed that would increase traffic on the service road.

The road plans presented in the negotiations were very clear that your access was to be eliminated in this area, and we feel compensation was based on these facts.

In summation, the State does not desire to grant permission for vehicular traffic on the old road bed beyond the end of the paved area.

Very truly yours,

(Acc 3 (d)

Aden B. Carr, District Engineer

An Equal Opportunity Employer

480 /DIA' /com

# INTER-DEPARTMENT MEMO.

10: FILE

6-9-88

MET MES ZILIAK AT THE SITE ON JUNE 7, 1988, SHE SHOWED ME AN OLD DRIVE OFF THE OLD BOSNULLE - N. HARMONY ROAD.

I CONTACTED JOHN BROSSART JUNE 9, 1988 & DISCUSSED PRUBLEM. WE BOT MISSUMED THIS WAS A CONDEMNATION, HOWEVER, MRS ZILIAK TOLD ME LATER TIAT THEY HAD SETTLED OUT OF COURT. MR BRUSSART STATED THAT DINCE THE FLANS SHOWED REMOVAL OF THE CLO KOAD & THEY HAD BEEN PAID ACCORDINGLY, WE SHOWED NOT LEPLACE THE OLD ROAD. WE ALSO WOULD NOT HAVE CONTROL LIVER THE OLD LUAD BED SINCE IT WAS COUNTY.

I CALLED MRS ZILIAK & ADVISED HER. SHE ASKED THAT I CONTACT BOS WILNER, CO. COMM. & I SAW I WOULD. - CALLED WILLNER 6-10-88 (OUEN)

WILLIER STATES IF WE SAY PUBLIC RIW ON OLD ROAD BED, THEY WILL AGREE CALLED JOHN TERWILLIGER 2-5048 - HE RESEARCHED FFOUND ACCESS WAS TO BE DENIED \$ SAID FOR. PLANS SHOWED REMOVAL OF BOAD. DITERED 435,000 PAID 528,000.

# **Notice to Bidders**

ealed Proposals, or Bids, for THE INSTALLATION OF A LIQUID RUBBER ROOF SYSTEM FOR THE VANDERBURGH COUNTY HIGHWAY GARAGE VC 93-04-01 in Vanderburgh County, Indiana will be received at the office of the County Commissioners, Room 305, until 5:00 p.m. on the 17th day of May local time, as prescribed by the Acts of the Indiana Legislature in Chapter 172, year 1957, at which time all bids will be publicly opened and read aloud in the County Commissioners Hearing Room 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.

  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 is being bid.
- Bids shall be submitted on the Itemized Proposal Form included in the contract documents and on Indiana Form 96, revised in 1987, provided separately, with a non-collusion affidavit, also provide in the contract documents, all properly executed, signed and sealed. The non-collusion affidavit must also be properly notarized.
- Each bid shall be accompanied by a bid bond, certified check, cashier's check, bank treasure'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 Commission for a period of thirty (30) days after the scheduled time of the bid opening.
- The Contractor receiving the award will be required to furnish a performance bond, Indiana Form 86A revised in 1947, in the amount of one-hundred percent (100%) of the award amount, which is to remain in effect for twelve (12) months from the date of acceptance of the completed 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. 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.

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

DATED THIS 26TH DAY OF APRIL, 1993

VANDERBURGH COUNTY BOARD OF COUNTY COMMISSIONERS
COUNTY OF VANDERBURGH, INDIANA

chard J, Borries, President

- Contract of the second

ATTEST:

Sam Humphrey

Vanderburgh County Auditor highway/ntb0301

APPROVED:

lan M. Kissing**er** inty Attorney **RECOMMENDED:** 

John Stoll

Vanderburgh County Engineer

March 1st 1983 minutes



Mr. Mark Tuley Manager Burdette Park 5301 Nurrenbern Road Evansville, IN 47712 April 8, 1993

Dear Mr. Tuley:

Pursuant to your request, William L. Haralson & Associates, Inc.(WLHA) is pleased to submit this memorandum report containing our recommendations for revising the admission price structure for the Burdette Park Aquatic Center. This report presents a review of the facility's operating history, followed by our recommendations for admission rate revisions.

#### **REVIEW OF OPERATIONS**

Tables 1 and 2 present a review of attendance and revenue figures at Burdette Park for the period covering 1984 through 1992, which represents the time span within which a major commitment has been made to improve conditions at the aquatic facility.

As shown in Table 1, the secular trend of attendance and income at the Burdette Park Aquatic Facility was quite positive during that period. Between 1984 and 1991, attendance increased from 46.8 thousand to 105.0 thousand, an increase of 58.2 thousand or 124 percent. During the same period, operating income increased from \$(26.6) thousand to \$248.2 thousand, a gain of nearly \$275 thousand. However, during the 1992 season, the figures for the Aquatic Center were drastically reduced, with attendance reaching only 71.3 thousand and income dropping to



\$102.3 thousand. In fact, 1992 represented only the second year since 1984 when attendance did not show a gain and only the first year when income did not increase over the previous year. Both the drop in attendance and income are almost entirely attributable to extremely poor weather conditions that were characterized by cool temperatures and frequent rainfall. Such conditions were also responsible for the only other dip in attendance, which occurred in 1989.

Table 2 presents a summary of financial performance at the Burdette Park Aquatic center expressed on a per capita basis. A review of this table will show that very little of the early success of the facility is attributable to increases in per capita spending. In fact, between 1985 and 1988, per capita spending at the aquatic facility actually decreased, and only since 1989 has the trend been positive. In WLHA's view, the sluggishness in the growth of per capita spending at the Burdette Park Aquatic Center is a result of the facility's pricing policy. Since the inception of the improvement program, which began in 1985, the County Commission has been extremely reluctant to set admission rates that reflect the entertainment value of the facility. In fact, the general admission rate(which excluded the use of the water slides) remained at \$1.50 until 1989, when it was increased to \$1.75. In contrast, however, the fee for those attendees wishing to use the slides was set at \$2.50 in 1985 and was up to \$3.25 for the 1992 season, an amount equal to general admission for that year.

Table 3 presents a summary of the composition of tickets sold during the 1992 season. As shown, of the 71,268 persons attending the facility in 1992, 43 percent paid the general admission of \$3.25 for swim-only, 23 percent paid \$6.50 for



swim and slide at the gate, 8.8 percent decided to upgrade to swim and slide after entering the gate, 19 percent paid \$2.00 as part of company picnic packages, and the balance came in on various discounts. As shown, the overall per capita expenditure for admissions in 1992 was \$4.05.

#### ANALYSIS OF CURRENT TICKET PRICE STRUCTURE

WLHA is on record in previous documents presented to the Vanderburgh County Commission as stating the opinion that the current and recent pricing structure for the Burdette Park Aquatic Center is inequitable and not in the best interest of the County, financially. From the beginning of the improvement program in 1985, WLHA has been opposed to the establishment of a pricing system that sets different admission rates based on the attendees intention to use certain facilities. Such a policy was less onerous in the early years, when the only facilities were the original pools and the first set of water slides. At least, then, the argument could be made that those not using the water slides should not have to pay for them. On the other hand, the addition of those water slides launched a new era for the aquatic center, one that has included the addition of a number of improvements to the aquatic center that the water slides helped finance. In fact, there have been sufficient improvements to the aquatic center other than the water slides that a two-tiered pricing system is no longer justified.

In addition to individual general admissions, a substantial percentage of the attendance at Burdette Park's Aquatic Center is accounted for by groups. As shown in Table 3, company picnics accounted for 13,529 attendees, or 19 percent of the

Project No. 2237

3



facility's attendance in 1992. This figure, however, is not all inclusive of group attendance at the facility. Table 4 presents a more complete picture of group attendance at Burdette park. As shown, group attendance totalled 28,100, of which eight groups of 1,000 persons or more accounted for nearly half of total group attendance. Given, this distribution of attendance among groups, it is critical that a proper admission policy be established to retain their support while optimizing admission rates.

## RECOMMENDED ADMISSION RATES AT BURDETTE PARK

Table 5 presents WLHA's recommendations for admission rates at the Burdette Park Aquatic Center for the 1993 season. As shown, we recommend general admission rates of \$4.95 for adults and \$3.95 for children, ages 3 to 11.

Further, we recommend a sliding scale for groups, starting at \$3.50 for groups up to 200 persons, and decreasing to \$2.25 for the largest groups, those with 1,500 persons or more.

For those individuals wishing to make frequent use of the facility, three season passes are recommended. These include an adult pass for \$49.95, a child's pass for \$39.95 and a family pass for up to four people for \$129.95. The family pass would only be valid on weekdays.

Finally, it is reasonable to offer some promotions throughout the season, which WLHA estimates would average \$4.00 per attendee.

Project No. 2237

4



Shown in the right hand column of Table 5 are the contributions that each category of attendance is projected to contribute to the park's admission rate. These figures are based on the rates discussed and the percent of attendance that each category is estimated to comprise. The figures for passes are based on the assumptions of 12 visits per individual pass and 50 visits per family pass. As shown, the sum of the composite rates shown in Table 5 totals \$4.05, which is the level of per capita spending generated at the park during the 1992 season. The difference, however, is that no person attending the park in 1993 would be charged more than the adult general admission rate of \$4.95.

\*\*\*\*\*

We trust that the information provided above is sufficient for your needs at this time. Please get in touch if additional assistance is required.

Sincerely,

William L. Haralson

Table 1 REVENUES, EXPENSES, AND OPERATING INCOME AT THE BURDETTE PARK AQUATIC CENTER (DOLLARS IN THOUSANDS)

|  | <u>1984</u>                                    | <u>1985</u>                                     | <u>1986</u>                                     | <u>1987</u>                                     | <u>1988</u>                                    | <u>1989</u>                                     | <u>1990</u>                                       | <u>1991</u>                                       | <u>1992</u>                                      |
|--|--|---|---|---|--|---|---|---|--|
| Attendance   | 46,806   | 47,068  | 57,959  | 77,642  | 93,009   | 80,260  | 102,316   | 105,000   | 71,268   |
| Revenue Admissions Slide Users (1) Food/Beverage Rentals Total Revenue | \$70.2<br>0.0<br>31.3<br>0.0<br>\$101.5        | \$70.6<br>36.2<br>59.6<br>0.0<br>\$166.4        | \$86.9<br>59.4<br>60.9<br><u>5.3</u><br>\$212.5 | \$116.5<br>70.2<br>58.1<br>15.0<br>\$259.8      | \$139.6<br>59.7<br>74.2<br>23.2<br>\$296.7     | \$142.4<br>65.2<br>63.3<br>22.9<br>\$293.8      | \$255.4<br>87.5<br>101.1<br>29.5<br>\$473.5       | \$298.6<br>138.0<br>122.3<br>45.9<br>\$604.8      | \$135.3<br>153.3<br>70.3<br>26.0<br>\$384.9      |
| Expenses Salaries &  | <b>4101</b> 15                                 | <b>Q</b> 20011                                  | <b>V</b>  | <b>42</b> 07.0                                  |  | <b>4</b>  | • 110.0   | <b>5</b> 00 110                                   | \$.004.2   |
| Wages Repairs Chemicals Utilities Insurance/Other Total Expenses       | \$41.0<br>51.2<br>5.4<br>3.9<br>0.0<br>\$101.5 | \$52.7<br>22.3<br>7.3<br>4.2<br>18.0<br>\$104.5 | \$61.6<br>27.1<br>6.0<br>4.6<br>16.5<br>\$115.8 | \$74.4<br>24.8<br>8.7<br>5.5<br>12.0<br>\$125.4 | \$73.2<br>24.0<br>8.9<br>8.8<br>0.2<br>\$115.1 | \$79.6<br>17.0<br>7.1<br>10.2<br>0.0<br>\$113.9 | \$144.4<br>19.9<br>8.5<br>11.2<br>30.0<br>\$214.0 | \$169.8<br>26.0<br>10.5<br>2.4<br>50.0<br>\$258.7 | \$155.6<br>46.9<br>9.0<br>15.4<br>0.0<br>\$226.9 |
| Concessionaire's<br>Share (2)  | \$26.6   | \$50.7  | \$56.0  | \$61.4  | \$81.6   | \$72.0°   | \$80.9  | \$97.9  | \$55.7   |
| OPERATING INCOME   | (\$26.6)                                       | \$11.2  | \$40.7  | <b>\$73.0</b>                                   | \$100.0  | \$107.9   | \$178.6   | \$248.2   | \$102.3  |

Source: Burdette Park.

<sup>(1)</sup> The slide was open for only six weeks in 1985
(2) At 85 percent of food and beverage sales and 80 percent of rental revenue through 1989;
Beginning in 1990 all concessionaires are 80 percent.

Table 2 PER CAPITA, EXPENSES, AND OPERATING INCOME AT THE BURDETTE PARK AQUATIC CENTER

|                                | 1984                  | 1985                 | <u>1986</u>           | 1987                  | 1988                  | 1989                  | <u>1990</u>           | <u>1991</u>           | 1992                  |
|--------------------------------|-----------------------|----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| Attendance                     | 46,806                | 47,068               | 57,959                | 77,642                | 93,009                | 80,260                | 102,316               | 105,000               | 71,268                |
| Revenue<br>Admissions          | \$1.50                | \$1.50               | \$1,50                | \$1.50                | \$1.50                | \$1.77                | \$2.50                | \$2.84                | \$1.90                |
| Stide Users (1)                | 0.00                  | 0.77                 | 1.02                  | 0.90                  | 0.64                  | 0.81                  | 0.86                  | 1.31                  | 2.15                  |
| Pood/Beverage                  | 0.67                  | 1.27                 | 1.05                  | 0.75                  | 0.80                  | 0.79                  | 0.99                  | 1.16                  | 0.99                  |
| Rentals                        | 0.00                  | 0.00                 | 0.09                  | 0.19                  | 0.25                  | 0.29                  |                       | 0,44                  |                       |
| Total Revenue                  | \$2.17                | \$3.54               | \$3.66                | \$3.34                | \$3.19                | \$3.66                | <u>0.29</u><br>\$4.64 | <b>\$</b> 5.75        | <u>0.36</u><br>\$5.40 |
| Expenses<br>Salaries &         |                       |                      |                       |                       |                       |                       |                       |                       |                       |
| Wagos                          | \$0.88                | \$1.12               | \$1.06                | <b>\$0</b> .96        | \$0.79                | \$0.99                | \$1.41                | \$1.62                | \$2.15                |
| Repairs                        | 1.09                  | 0.47                 | 0.47                  | 0.32                  | 0.26                  | 0.21                  | 0.19                  | 0.25                  | 0.66                  |
| Chemicals                      | 0.12                  | 0.16                 | 0.10                  | 0.11                  | 0.10                  | 0.09                  | 0.08                  | 0.10                  | 0.13                  |
| Utilities                      | 0.08                  | 0.09                 | 0.08                  | 0.07                  | 0.09                  | 0.13                  | 0.11                  | 0.02                  | 0.22                  |
| Insurance/Other Total Expenses | <u>0,00</u><br>\$2,17 | <u>0.38</u><br>52.22 | <u>0.28</u><br>\$2.00 | <u>0.15</u><br>\$1.62 | <u>0.00</u><br>\$1.24 | <u>0.00</u><br>\$1.42 | <u>0.29</u><br>\$2.09 | <u>0.48</u><br>\$2.46 | 0.00<br>\$3.18        |
| 1 court trafficance            | <b>44.71</b>          | \$4.44L              | 42.00                 | 41,02                 | 41-27                 | 41.40                 | 92,09                 | - Quantity            | 43.10                 |
| Concessionaire's<br>Share (2)  | \$0.57                | \$1.08               | \$0.97                | \$0.79                | \$0.88                | \$0.90                | \$0.79                | \$0.93                | \$0.78                |
| OPERATING<br>INCOME            | (\$0.57)              | \$0.24               | \$0.70                | \$0.94                | \$1.08                | \$1.34                | \$1.75                | \$2.36                | \$1.44                |

Source: Burdette Park

The slide was open for only six weeks in 1985
 At 85 percent of food and beverage sales and 80 percent of rental revenue through 1989.
 Beginning in 1990 all concessionaires shares are 80 percent.

Table 3

COMPOSITION OF TICKETS SOLD

AT BURDETTE PARK'S AQUATIC CENTER
(1992 Season)

| Category                    | Attendance |                 | Revenue      |                         |                  |  |  |
|-----------------------------|------------|-----------------|--------------|-------------------------|------------------|--|--|
|                             | Number P   | ercent of Total | Total        | Per Capita              | Percent of Total |  |  |
| Swim Only                   | 30,686     | 43.1%           | \$99,729.50  | \$3.25                  | 34.6%            |  |  |
| Swim and Slide(Gate)        | 16,422     | 23.0%           | \$106,743.00 | \$6.50                  | 37.0%            |  |  |
| Swim and Slide(Upgrade)     | 6,285      | 8.8%            | \$40,852.50  | \$6.50                  | 14.2%            |  |  |
| Swim and Slide(Discounts)   | 1,037      | 1.5%            | \$5,703.50   | <b>\$</b> 5. <i>5</i> 0 | 2.0%             |  |  |
| Family Night Swim and Slide | 680        | 1.0%            | \$2,380.00   | \$3.50                  | 0.8%             |  |  |
| Burger King Swim and Slide  | 1,831      | 2.6%            | \$4,577.50   | \$2.50                  | 1.6%             |  |  |
| Swim and Slide(Groups)      | 798        | 1.1%            | \$1,597.00   | \$2.00                  | 0.6%             |  |  |
| Company Picnics             | 13,529     | <u>19.0%</u>    | \$27,059.00  | <b>\$2.00</b>           | <u>9.4%</u>      |  |  |
| Total                       | 71,268     | 100.0%          | \$288,642.00 | \$4.05                  | 100.0%           |  |  |

Source: Burdette Park

Table 4
SUMMARY OF GROUP ATTENDANCE
AT BURDETTE PARK: 1992

|                |                     | Attendance |                  |  |  |
|----------------|---------------------|------------|------------------|--|--|
| Category       | Number<br>of Groups | Number     | Percent of Total |  |  |
| Up to 200      | 100                 | 5,000      | 17.8%            |  |  |
| 200 to 499     | 6                   | 1,850      | 6.6%             |  |  |
| 500 to 999     | 11                  | 7,700      | 27.4%            |  |  |
| 1,000 to 1,500 | 3                   | 3,250      | 11.6%            |  |  |
| 1,500 or More  | 5                   | 10,300     | 36.7%            |  |  |
| TOTAL          |                     | 28,100     | 100.0%           |  |  |

Source: Burdette Park

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Table 5

ESTIMATED PER CAPITA ADMISSIONS EXPENDITURES
AT BURDETTE PARK AQUATIC CENTER
(1993)

|                   | (133           | <i>(</i> 55)          |                         |
|-------------------|----------------|-----------------------|-------------------------|
| Category          | Rate           | Percent of Attendance | Per Capita<br>Admission |
| General Admission |                |                       |                         |
| Adult             | \$4.95         | 44%                   | <b>\$2.18</b>           |
| Child(3-11)       | \$3.95         | 20%                   | \$0.79                  |
| Groups            |                |                       |                         |
| Up to 200         | \$3.50         | 4%                    | \$0.14                  |
| 200 to 499        | \$3.25         | 2%                    | \$0.07                  |
| 500 to 999        | \$3.00         | 7%                    | \$0.21                  |
| 1,000 to 1,500    | \$2.50         | 3%                    | \$0.08                  |
| 1,500 or More     | \$2.25         | 8%                    | <b>\$0.</b> 18          |
| Individual Pass   |                |                       |                         |
| Adult             | <b>\$49.95</b> | - 2%                  | \$0.08                  |
| Child (3-11)      | \$39.95        | 2%                    | \$0.07                  |
| Family Pass       | \$129.95       | 4%                    | \$0.10                  |
| Promotions        | \$4.00         | 4%                    | \$0.16                  |
|                   |                | 100%                  | \$4.05                  |

Source: William L. Haralson & Associates, Inc.



# World Waterpark Association

P.O. Box 14826 Lenexa, Kansas 66285-4826, U.S.A. (913) 599-0300 FAX (913) 599-0520

April 21, 1993

Mr. Mark Tuley Burdette Park P.O. Box 7081 Evansville, IN 47712

Dear Mark,

The World Waterpark Association has become acquainted with and is genuinely interested in the summer Day Camp Burdette Park offers to the children in your area. It is truly an innovative and creative technique with which to increase waterpark attendance.

The WWA's Annual Symposium and Trade Show is scheduled to take place in Fort Lauderdale, Florida October 2 - 10, 1993. The Association believes the member base would be interested in as well as benefit from learning about your program. We would therefore like to request your presence at our annual conference and trade show to present a seminar regarding your insight and experiences.

Please let us know if you will be able to attend the conference and make a presentation. We will work out the final details upon your confirmation. We would love to have you!

Best regards,

Executive Director

Lissinger



# INDIANA DEPARTMENT OF ENVIRONMENTAL MANAGEMENT

We make Indiana a cleaner, healthier place to live

Evan Bayh Governor Kathy Prosser Commissioner 105 South Meridian Street P.O. Box 6015 Indianapolis, Indiana 46206 no15 Telephone 317-232-8603 Environmental Helpline 1 800 45 ( o. . . . .

VIA CERTIFIED MAIL - P352-040-403

April 14, 1993

Mr. Richard Borries, President Vanderburgh County Commissioners Room 305 Civic Center Complex Evansville, Indiana 47708

Dear Mr. Borries:

Re: Treatability Report

Vanderburgh County Highway Garage

Site Remediation Evansville, Indiana IND 98093868

It has been determined that the Notice of Deficiency attached to my letter dated March 29, 1993 is inappropriate and should be disregarded.

This determination has been made subsequent to your telephone conversation with Mr. Martin Gaughan of my staff, and upon further review of the extensive files pertaining to the Vanderburgh County Highway Garage.

Please refer to items No. 27, 28 and 29 of the Findings of Fact in the amendment to the second Agreed Order, approved on September 23, 1991. These items indicate that the Indiana Department of Environmental Management (IDEM) intends for the clean-up of any contamination attributable to the container storage area to be addressed in accordance with the Underground Storage Tank (UST) regulations.

Unfortunately, the Notice of Deficiency that you received was prepared under the assumption that this clean-up was subject to RCRA closure requirements.

no hozardous waste clean-up voguments

An Equal Opportunity Employer Printed on Recycled Paper

# Mr. Richard Borries Page 2

Therefore, Ms. Aubrey Sherif of the IDEM Office of Enforcement will soon contact you to discuss IDEM's proper (i.e. UST) review of the subject document.

If you have any questions, please contact Ms. Sherif at 317/232-7204.

Sincerely,

Victor P. Windle, Chief Plan Review and Permit Section

Hazardous Waste Management Branch Solid and Hazardous Waste Management

# VPW/go

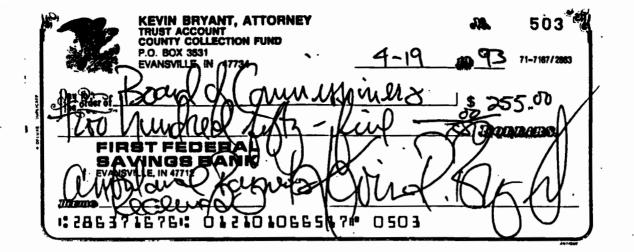
cc: Mr. Hak Cho, U.S. EPA, Region V

Mr. Lloyd Wilkinson, IDEM

Ms. Aubrey Sherif, IDEM

Ms. Ann Black, IDEM

Mr. Darren L. Helms, Donan Engineering Co.



| PRESCRIPSU BY STATE BOARD OF ACCOUNTS                                     | 59.(550 COUNTY FARMS NO. 20 - 1947<br>NO. 21 - 1947 |
|---|---|
| April 26, 1993 930  | IETUS   |
| SEFICE OF (   | [@HTV 449/1709                                      |
| VAMERBUREH (  | Idenia, I lanA                                      |
| EVAMENTILLE. INDIANA  | NO7719  |
| FUND CO REV   | 475-00  |
| I HEREBY CERTIFY THAT: COMMISSIONER O                                     | #212±   |
| HAS FILED IN MY OFFICE THE RECEIPT OF TH<br>IN THE SUM OF \$255.00 DOLLAR |   |
| ON ACCOUNT OF RECAPITULATION FEES   |   |
|   | and the mineral community in INDIAna                |

# SUMMARIZATION OF COLLECTIONS RECEIVED JANUARY 16th to FEBRUARY 12th, 1993

# **AMBULANCE**

| DATE   | NAME  | PAYMENT  | <u>AN</u>                   | OUNT TO BRYANT  |
|--|---|--|-----------------------------|---|
| 1/21/93<br>1/21/93<br>1/16/93<br>1/22/93<br>1/22/93<br>1/19/93<br>2/03/93<br>2/04/93<br>2/01/93<br>2/03/93<br>2/06/93<br>2/08/93 | DAVID KEY FRIEDA HARPER ARTHUR CLARK ARTHUR CLARK BRENDA BARNETT MERL JOHNSON HAROLD PEACH PEARL BREWER MERL JOHNSON ARTHUR CLARK JOHN BAY DAVID KEY CHRIS HUNT | \$ 10.00<br>\$ 20.00<br>\$ 25.00<br>\$ 25.00<br>\$ 20.00<br>\$ 30.00<br>\$ 40.00<br>\$ 5.00<br>\$ 30.00<br>\$ 10.00<br>\$ 10.00<br>\$ 5.00 | * * * * * * * * * * * * * * | -0- 10.00 -0- 12.50 10.00 15.00 2.50 2.50 15.00 12.50 5.00 -0- 2.50 |
| TOTAL PAYN<br>(AMBULANCI   |   | \$ 255.00<br>NDERBURGH TREASURER   | ş                           | 87.50   |
|  |   |  |                             |   |
| TOTAL PAYN   | MENTS RECEIVED  | \$ -O-   | \$                          | -0- '   |
|  |   | RECAPITULATION   |                             |   |
|  | S RECEIVED  | \$ 255.00  | \$                          | 87.50   |
| •  | E & TREASURER)<br>EPTED (AMBULANCE)   | 16 e \$75.00 each<br>3 e \$37.50 each  |                             | 1,200.00<br>112.50  |

TOTAL DUE BRYANT.....\$ 1,400.00

| KEVIN BRYANT, ATTORNEY               | w        | 502          |
|--------------------------------------|----------|--------------|
| P.O. BOX 3831<br>EVANSVILLE, IN 4773 | <u> </u> | 71-7167/2863 |
| Bowl of Commissioners                | \$ .79   | 54.35        |
| Seven Murched Ruftz form-            | 135 page | mama ()      |
| BAVINGS BANK<br>EYNSVIPLE, IN 47712  | \        | 7 AN         |
| 2853718761 0 2 20 10 655 1 70 050 2  | 94. O    | 7745         |

| PRESCRIBED BY STATE BOARD OF ACCOUNTS                      | REVISED COUNTY FORMS NO. 20 - 1947<br>NO. 21 - 1947  |
|--|--|
| April 26, 1993 GEFICE OF COMPANDERBURGH 1                  | : 1  |
| EVANSVILLE, INDIANA  | No   |
| FUMB CO REV  | <u> 1754.35</u>                                      |
| I REPEBY CERTIFY THAT: COMMISSIONER'S DES                  | Fire   |
| HAS FILED IN MY OFFICE THE RECEIPT OF THE<br>IN THE SUM OF | TREASURER OF VANDERBURGH COUNTY, IN.                 |
| ON ACCOUNT OF RECAPITULATION FEES                          |  |
|  | GAM PUMTUREY<br>L :: The LANDERBURGH COUNTY, INDIANA |
|  |  |

.



# SUMMARIZATION OF COLLECTIONS RECEIVED FEBRUARY 13th TO MARCH 19th, 1993

# **AMBULANCE**

| DATE  | NAME             | PAYMENT            | AMOUNT TO BRYANT |
|---|------------------|--------------------|------------------|
| 2-12-93   | Brenda Barnett   | \$ 40.00           | \$ 40.00         |
| 2-19-93   | Brenda Barnett   | 20.00              | 10.00            |
| 2-19-93   | Sharon Englehart | 25.00              | 0.00             |
| 2-23-93   | Jeffery Keeper   | 190.00             | 80.00            |
| 2-06-93   | Arthur Clark     | 21.09              | 10.55            |
| 3-03-93   | Pearl Brewer     | 5.00               | 2.50             |
| 3-04-93   | Merl W. Johnson  | 30.00              | 15.00            |
| 3-08-93   | Brenda Barnett   | 20.00              | 10.00            |
| 3-09-93   | John Bay         | 10.00              | 5.00             |
| 3-09-93   | Harold Peach     | 40.00              | 20.00            |
| 3-10-93   | Mae Arnold       | 100.00             | 50.00            |
| 3-12-93   | Brenda Barnett   | 20.00              | 10.00            |
| 3-17-93   | William Zentmyer | 138.26             | 61.63            |
| 3-15-93   | Ferrari          | 10.00              | 0.0 <b>0</b>     |
| 3-17-93   | Londa Myers      | 10.00              | 0.00             |
| 3-19-9  | Brenda Barnett   | 20.00              | 20.0 <b>0</b>    |
| 3-19-93   | Clinton Easley   | 55.00              | · 8.75           |
|   |                  | \$754.35           | \$275.93         |
|   | VAN              | DERBURGH TREASURER |                  |
| 2-28-93   | Cedarwood Farms  | \$100.00           | \$ 50.0 <b>0</b> |
|   |                  | \$100.00           | \$ 50.0 <b>0</b> |
|   |                  | RECAPITULATION     | ,                |
| 2-19-93 Brenda Barnett 2-19-93 Sharon Englehart 2-23-93 Jeffery Keeper 2-06-93 Arthur Clark 3-03-93 Pearl Brewer 3-04-93 Merl W. Johnson 3-08-93 Brenda Barnett 3-09-93 John Bay 3-09-93 Harold Peach 3-10-93 Mae Arnold 3-12-93 Brenda Barnett 3-17-93 William Zentmyer 3-15-93 Ferrari 3-17-93 Londa Myers 3-19-9 Brenda Barnett 3-19-93 Clinton Easley  TOTAL PAYMENTS RECEIVED (AMBULANGE)  2-28-93 Cedarwood Farms  TOTAL PAYMENTS RECEIVED (TREASURER)  COLLECTIONS RECEIVED (AMBULANCE & TREASURER) CASES ACCEPTED (AMBULANCE) | \$854.35         | \$325.93           |                  |
|   |                  | 11@ \$75.00 each   | \$825.00         |
| J   |                  | 50 \$37.50 each    | \$262.50         |
|   |                  |                    |                  |
|   | TOTAL DUE BRYA   | ANT                | . \$1,413.43     |

A claim to be properly itemized, must show: Kind of service where performed, dates service rendered, by whom, rate per day, number of hours, rate per hour, price per foot, per yard, per hundred, per pound, per ton, etc.

| Vanderburgh County, | Ind | liana |
|---------------------|-----|-------|
|---------------------|-----|-------|

To ...... STAYMAN, WEITZEL & SHOULDERS ..... Dr.

On Account of Appropriation For. LEGAL SERVICES RENDERED AND COSTS ADVANCED

| 19.93 Order<br>Number |    | Order<br>Number | ITEMIZED CLAIM                        |  |        | DOLLARS Cts. |   |    |  |  |  |
|-----------------------|----|-----------------|---------------------------------------|--|--------|--------------|---|----|--|--|--|
| Fe                    | 28 |                 | Fees and costs per attached breakdown |  | T      |              |   |    |  |  |  |
|                       |    |                 | TOTAL FEES                            |  | 2      | 88           | 7 | 50 |  |  |  |
|                       |    |                 | TOTAL COSTS                           |  |        | 2            | 1 | 21 |  |  |  |
|                       |    |                 | TOTAL FEES AND COSTS                  |  | 2      | 90           | 8 | 71 |  |  |  |
|                       |    |                 |                                       |  |        |              |   |    |  |  |  |
|                       |    |                 |                                       |  |        | Τ            |   |    |  |  |  |
|                       |    |                 |                                       |  | T      |              | П |    |  |  |  |
|                       |    |                 |                                       |  | T      | T            | П |    |  |  |  |
|                       |    |                 |                                       |  | T      | T            | П |    |  |  |  |
|                       |    |                 |                                       |  | $\top$ |              | П |    |  |  |  |
|                       |    |                 | •                                     |  | T      |              | П |    |  |  |  |
|                       |    |                 |                                       |  | 1      | T            | П |    |  |  |  |

| Pursuant to the provisions and penalties of Chapter 155, Ac | ta of 1953,   |
|---|---|
|   | hat the amount claimed is legally due, after allowing all just credits. |
| Date February 28 93   | Ted C. Ziemer, Jr. County Attorney Title                                |

| A claim to be properly itemized, must show: Kind of of hours, rate per hour, price per foot, per yard, per h | service where performed, dates service rendered, by whom, rate per day, number undred, per pound, per ton, etc. |
|--|---|
| Vanderburgh County, Indiana  |   |

To LAHN, DEES, DONOVAN & KAHN

| On Account of Appropriation For |    |                 |                |          |            |           |              |  |   |    |           |     |  |
|---------------------------------|----|-----------------|----------------|----------|------------|-----------|--------------|--|---|----|-----------|-----|--|
| 19                              |    | Order<br>Number | ITEMIZED CLAIM |          |            |           | DOLLARS Cts. |  |   |    |           |     |  |
| Eeb. 20                         | 93 | 4 <i>7335</i>   | Legal          | Services | & Expenses | Acct. # 1 | 30 -361      |  | 7 | ام | 8         | 890 |  |
|                                 |    |                 |                |          |            | ·         |              |  | + | +  | +         | +   |  |
|                                 |    |                 |                |          |            |           |              |  |   |    |           |     |  |
|                                 |    |                 |                |          |            |           |              |  |   |    |           |     |  |
|                                 |    |                 |                |          |            |           |              |  |   |    |           |     |  |
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|                                 |    |                 |                |          |            |           | •            |  |   | T  | Т         |     |  |

Pursuant to the provisions and penalties of Chapter 155, Acts of 1953,

| I hereby certify that the foregoing account is just and correct<br>and that no part of the same has been paid. | KAHN, DEES, DONOYAN & KAHN        |
|--|-----------------------------------|
| Date 2/26 19 93  | KAHN, DEES, DONOYAN & KAHN  Title |
|  |                                   |

Lyman K. Roll 1709 S. Vann Ave. Evansville, IN

April 25, 1993 County Commissioners Rm. 305 Civic Center Complex Evansville, IN

Dear Gentlemen;

I am making a formal request for a policy change regarding the present smoking policy, which allows for smoking and nonsmoking

areas throughout the Civic Center complex.

With the advent of the EPA's recent damning indictment as to the toxicity and cancer causing potential of second hand smoke, I feel the time has come to totally ban all smoking anywhere in our Civic Center Complex, just as the Parks Board recently did at Roberts Stadium and other enclosed park's facilities.

As you well know, no air ventilation system in existence can remove all the harmful components in tobacco smoke; even though the Civic Center Complex boasts of having the latest in state of

the art ventilation equipment.

When all things are considered, allowing smoking anywhere in a public building, operating with public funds is actually contrary to good management policies, (ie) excess maintenance, painting, cleanup, increased health risk liability and potential fire hazard to all occupants.

Invariably in any large settings such as you have in various departments and offices, you are going to have a large number of individuals who are smoke sensitive, or whose physical condition is such as to be made worse by constant daily exposure to this source

of toxic, carcinogenic pollution.

In point of fact, the main level lunch room is an open health hazard to all persons passing through the main lobby, because it has no outside exhaust capabilities and an enormous quantity of tobacco smoke spills out into the main lobby.

As responsible, public servants I know each of you wants to do the right thing on this issue. The right thing in my view, is timely and speaks to the nineties. I am speaking of nothing less

than a totally smoke-free Civic Center Complex.

I respectfully make this request to each of you, z do look forward to your positive, progressive, and proactive response in the next meeting, which I intend to attend; address this respected commission.

Sincerely Yours,

Lyman K. Roll

# THIS AGREEMENT is made and entered into 19\_93, by and between the County of Vanderburghotting by and through the Board of Commissioners \_\_\_\_\_\_, hereinafter referred to as the "LOCAL PUBLIC AGENCY", and Bernardin, Lochmueller & Associates, Inc. 20 NW Fourth Street, Suite 606-Hulman Building Evansville, Indiana 47708 hereinafter referred to as the "CONSULTANT".

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for:

Construction Engineering Services

WHEREAS, the CONSULTANT has expressed a willingness to perform:

Construction Engineering Services

NOW, THEREFORE, the parties hereto agree that said CONSULTANT shall provide the services and documents, hereinbefore and hereinafter described, in relation to the following described project or projects:

Lynch Road Phase I, Project No.: M E 185(1)

From Oak Hill Road to Burkhardt Road in Vanderburgh County, Indiana, a distance of 2.0 miles.

Page | of 21 pages

# Section V General Provisions

## 1. Work Office

| The       | CONSULTANT | shall perform the work under this Agreement at t | the |
|-----------|------------|--|-----|
| following | office(s)  | Bernardin, Lochmueller & Associates, Inc.        |     |
|           |            | 20 NW Fourth Street, Suite 606 - Hulman Building |     |
|           |            | Evansville, Indiana 47708                        |     |

The CONSULTANT shall notify the LOCAL PUBLIC AGENCY and the Indiana Department of Transportation of any change in its mailing address and/or the location(s) of the office(s) where the work is performed.

## 2. Employment

During the period of this Agreement, the CONSULTANT shall not engage, on a on full or part time or other basis any LOCAL PUBLIC AGENCY Personnel who remain in the employ of the LOCAL PUBLIC AGENCY.

# 3. Covenant Against Contingent Fees

The CONSULTANT warrants that he has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that he has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty the LOCAL PUBLIC AGENCY shall have the right to annul this Agreement without liability, or, in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

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# 7. Compliance with State and Other Laws

The CONSULTANT specifically agrees that in performance of the services herein enumerated by him or by a subcontractor or anyone acting in behalf of either, that he or they will comply with any and all State, Federal, and Local Statutes, ordinances, and regulations and obtain all permits that are applicable to the entry into and the performance of this Agreement.

# 8. Responsibility for Claims and Liabilities

The CONSULTANT shall be responsible for all damage to life and property due to activities of the CONSULTANT, his subcontractor, agents, or employees in connection with such services, and shall be responsible for all parts of his work both temporary and permanent. It is expressly understood that the CONSULTANT shall indemnify and hold harmless the LOCAL PUBLIC AGENCY and the State of Indiana from claims, suits, actions, damages, and costs of every name and description arising out of or resulting from the services of the CONSULTANT under this Agreement, and such indemnity shall not be limited by reason of the enumeration of any insurance coverage, hereinafter provided.

# 9. Status of Claims

The CONSULTANT shall be responsible for keeping the LOCAL PUBLIC AGENCY currently advised as to the status of any claims made for damages against the CONSULTANT resulting from services performed under this Agreement. The CONSULTANT shall send notice of claims related to work under this Agreement to the Local Public Agency. Copies of the notices shall be sent to:

Chief, Division of Internal Affairs
Indiana Department of Transportation
100 North Senate Avenue, Room 1201
Indianapolis, Indiana 46204-2249

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- (B) Comprehensive Policies of Bodily Injury Liability and Property Damage Liability Insurance, including Owners or Contractors Protective Coverage and a Save and Hold Harmless Endorsement of the types herein specified each with Bodily Injury Limits of liability of not less than \$100,000.00 for each person, including death at any time resulting therefrom, and not less than \$300,000.00 in any one accident, and not less than \$100,000.00 for all damages arising out of injury to or destruction of property.
- (C) Automobile Policies of Bodily Injury and Property Damage Liability Insurance of the types herein specified with bodily injury limits of liability of not less than \$100,000.00 for each person, including death at any time resulting therefrom, and not less than \$300,000.00 in any one accident, and not less than \$100,000.00 for all damages arising out of injury to or destruction of property, including hired and non-owned vehicles.

#### 11. Progress Reports

The CONSULTANT shall submit a monthly Progress Report to the LOCAL PUBLIC AGENCY by the tenth of each month, showing progress to the first of the month. The report shall consist of a progress chart with the initial schedule on which shall be superimposed the current status of the work.

#### 12. Changes in Work

In the event the LOCAL PUBLIC AGENCY requires a major change in scope, character or complexity of the work after the work has progressed as directed by the LOCAL PUBLIC AGENCY, adjustments in compensation to the CONSULTANT and in time for performance of the work as modified, shall be determined by the LOCAL PUBLIC AGENCY in the exercise of its honest and reasonable judgment and the CONSULTANT shall not commence the additional work or the change of the scope of the work until a supplemental agreement is executed and the CONSULTANT is authorized in writing by the LOCAL PUBLIC AGENCY and the Indiana Department of Transportation, to proceed with the work.

Page 7 of 2! pages

to be paid for on a cost basis or a cost plus fixed fee basis. The audit shall be performed by the Indiana Department of Transportations' 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. The payment as made to the CONSULTANT shall be paid as the final payment in full settlement for his services hereunder.

(B) If, at any time, for any cause whatsoever, the CONSULTANT shall abandon or fail to timely perform any of its duties hereunder, including the preparation and completion of plans and specifications within the several times hereinbefore specified, or within such further extension or extensions of time as agreed upon, the LOCAL PUBLIC AGENCY may give written notice, that if the CONSULTANT shall not within twenty (20) calendar days from the date of such notice, have complied with the requirements of this Agreement, then the Agreement is deemed terminated. Upon the mailing or delivery of such notice or personal delivery thereof to the CONSULTANT, and the failure of the CONSULTANT within said described (20) day period to fully comply with each and all requirements of this Agreement, this Agreement shall terminate and the LOCAL PUBLIC AGENCY may by any method it deems to be necessary designate and employ other consultants by agreement or otherwise, to perform and complete the services herein described. When written notice is referred to herein, it shall be deemed given when deposited in the mail addressed to the CONSULTANT at its last known

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address.

- Nondiscrimination: The CONSULTANT, with regard to the work performed by it after award and prior to completion of the Agreement work, will not discriminate as defined by the regulations, in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The CONSULTANT will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Agreement covers a program set forth in Appendix "B" of the Regulations.
  - Solicitations for Subcontractors, Including Procurements of Materials and Equipment: In all solicitation either by competitive bidding or negotiation made by the CONSULTANT for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the CONSULTANT of the CONSULTANT'S obligations under this Agreement and the Regulations relative to non-discrimination.
- Information and Reports: The CONSULTANT will provide all information and reports required by the Regulations, or directives issued pursuant thereto, and will permit access to its books, records, accounts, and other sources of information, and its facilities as may be determined by the LOCAL PUBLIC AGENCY or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish this information, the CONSULTANT shall so certify to the LOCAL PUBLIC AGENCY, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of the CONSULTANT'S noncompliance with the nondiscrimination provisions of this Agreement, the LOCAL PUBLIC AGENCY shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to,

  (a) withholding of payments to the CONSULTANT under the Agreement until the CONSULTANT compiles, and/or (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: The CONSULTANT will include the provision of paragraphs (1) through (6) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The CONSULTANT will take such action with respect to any subcontract or procurement as the LOCAL PUBLIC AGENCY or the Federal Highway Administration may direct as a means of

Page 11 of 21 pages

- b. The CONSULTANT 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 CONSULTANT 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 CONSULTANT 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 CONSULTANT'S equal opportunity affirmative action program it is required that the CONSULTANT 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.

#### B. Definitions

The following definitions apply to this section.

- I. "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 women, Black Americans, Hispanic Americans, Native Americans, Asian-Pacific Americans, Asian-Indians Americans or women 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

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- 4. Cooperate with the LOCAL PUBLIC AGENCY in any studies and surveys of the CONSULTANT'S Disadvantaged Business Enterprise procedures and practices that the LOCAL PUBLIC AGENCY 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 LOCAL PUBLIC AGENCY may prescribe.

#### E. Leases and Rentals

- The CONSULTANT 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 transaction, and the type of purchase made or type of equipment rented.
- F. DBE Program
  Unless otherwise specified in this Agreement, the DBE Program
  developed by the LOCAL PUBLIC AGENCY and approved by the Federal
  Highway Administration applies to this agreement.
- 18. Certification for Federal-Aid Contracts
  The Consultant certifies, by signing and submitting this contract, to the best of his or her knowledge and belief, that he or she has complied with Section 1352, Title 31, U.S. Code, and specifically, that:
- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions. This form is available through the Indiana Department of Transportation.

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| State of Indiana County of Vanderburgh SS:   |
|--|
| Before me, the undersigned Notary Public in and for said County  |
| personally appeared Keith Lochmueller, President, and Thomas G. Bernardin,   |
| (name of signers, their official   |
| Secretary; Bernardin, Lochmueller & Associates, Inc.   |
| capacity and firm name)  |
| and each acknowledged the execution of the foregoing contract on   |
| this day of, 19 93 , and each acknowledged and stated  |
| that he/she 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  |
| September 22, 1995   |
| Notary Public  |
| Vanderburgh Cynthia L. Evans   |
| County of Residence Print or type name   |
| ACKNOWLEDGMENT   |
| State of Indiana, County of Vandarboys, SS:  |
| Before me, the undersigned Notary Public in and for said County,   |
| personally appeared Richard J. Borries, President, Patrick Tuley,  (Name of signers, their official capacity and agency name |
| Vice President and Don Hunter, Member; Vanderburgh County Board of Commissioner  |
| and acknowledged the execution of the foregoing agreement on this day  |
| of   |
| Witness my hand and seal this said last named date.  |
| My Commission Expires  |
| JOANNE A MATTHEWS NOTARY FUELIC STATE OF INDIANA   |
| WANDERSUNGH COUNTY MY COMMESSION EXP. JUNE 12,1995  NOTATE Public  A. MATThews   |
| County of Residence Print or type name   |

Page 17 of 21 pages

### CERTIFICATE OF LOCAL PUBLIC AGENCY

- (a) employ or retain, or agree to employ or retain, any firm or person, or
- (b) pay, or agree to pay, to any firm, person, or organization, any fee, contribution, donation, or consideration of any kind

except as here expressly stated (if any):

|      | (I)   | (We)    | furth | er ce | rtify  | that  | no e | emplo | oye <b>e</b> , | offic  | er (  | or a | gent | or   | part  | ner, |
|------|-------|---------|-------|-------|--------|-------|------|-------|----------------|--------|-------|------|------|------|-------|------|
| or   | any   | member  | of t  | heir  | immed: | iate  | fami | lies  | of th          | ne con | isuli | tant | is   | emp1 | loyed | or   |
| reta | ined  | eithe   | r fu  | 11 or | part-  | -time | , in | any   | manne          | er by  | the   | LPA  | exce | pt   | as    | here |
| exp  | essly | , state | d (if | any)  | :      |       |      |       |                |        |       |      |      |      |       |      |

I acknowledge that this certificate is to be furnished to the Indiana Department of Transportation and FHWA, in connection with this contract involving participation of Federal Aid Highway Funds, and is subject to applicable State and Federal laws, both criminal and civil.

(Date) 1993

President

Patrick Tuley, Vige President

Don Hunter, Member

### DEBARMENT CERTIFICATION Keith Lochmueller

### (PRINTED OR TYPED NAME OF OFFICIAL)

being duly sworn, certifies that except as noted below, the CONSULTANT or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor, or any position involving the administration of federal funds:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency;
- 2) has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past 3 years;
- 3) does not have a proposed debarment pending; and
- 4) has not been indicted, convicted, or had a civil judgment rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

Exceptions are as follows:

Exceptions will not necessarily result in denial of award, but will be considered in determining the CONSULTANT'S responsibility. For any exception noted, indicate to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

| BY   |                            | President                     |
|--|----------------------------|-------------------------------|
|  | (SIGNATURE)                | (TITLE)                       |
|  | Keith Lochmuell            | er                            |
| •  | PRINTED                    | OR TYPED                      |
|  | Bernardin, Lochmuell       | er & Assoc., Inc.             |
| •  | COMPANY                    |                               |
| Before me, a Notary Public in a appeared Keith Lochmueller statements in the foregoing cer | , who swore to and         | acknowledged the truth of the |
| day of, 19   | 93 .                       |                               |
| My Commission Expires September  | (SIGNATURE)<br>er 22, 1995 | (NOTARY PUBLIC)               |
| Vanderburgh  | C,                         | nthia L. Evans                |
| (COUNTY OF RESIDENCE)  | ( 25                       | INTED OR TYPED)               |

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2. <u>Conferences</u>: Attend pre-construction conferences as directed by the LOCAL PUBLIC AGENCY, arrange a schedule of progress meetings, and such other job conferences as required for the timely and acceptable conduct of the job, and submit such schedules prepared, to the LOCAL PUBLIC AGENCY for notification to those who are expected to attend. Record for the LOCAL PUBLIC AGENCY, as directed, minutes of such meetings.

The CONSULTANT shall be available for conferences as requested by the LOCAL PUBLIC AGENCY, State, and Federal Highway Administration to review working details of the project. The LOCAL PUBLIC AGENCY, State and Federal Highway Administration may review and inspect the activities whenever desired during the life of the Agreement.

- 3. <u>Liaison</u>: Serve as the LOCAL PUBLIC AGENCY's liaison with the contractor, working principally through the Contractor's field superintendent or such other person in authority as designated by the Contractor. Acting in liaison capacity, the full-time Resident Project Representative shall be thoroughly familiar with the plans and specifications applicable to the project to insure that all provisions therein are complied with. Any deviation observed shall be reported to the LOCAL PUBLIC AGENCY and Indiana Department of Transportation by the full-time Resident Project Representative.
- 4. <u>Cooperate</u> with the LOCAL PUBLIC AGENCY in dealing with the various Federal, State and Local Agencies having jurisdiction over the project.
- 5. Assist the LOCAL PUBLIC AGENCY and Indiana Department of Transportation in obtaining from the Contractor a list of his proposed suppliers and

### 10. Review of Work, Inspection and Tests:

- a. Conduct on-site inspections for the LOCAL PUBLIC AGENCY of the work in progress as a basis for determining that the project is proceeding in accordance with the Contract Documents.
- b. Provide on-site acceptance testing of materials in the manner and extent prescribed by the latest edition of the Indiana State Highway Commission Construction Manual and in accordance with current accepted practices.
- c. Accompany visiting inspectors, representing Local, State or Federal Agencies having jurisdiction over the project, and report details of such inspection to the LOCAL PUBLIC AGENCY and Indiana Department of Transportation.
- d. Verify that required testing has been accomplished.
- 11. Modification: Consider and evaluate the Contractor's suggestions for modifications in drawings and/or specifications and report them with recommendations to the LOCAL PUBLIC AGENCY and Indiana Department of Transportation.

### 12. Records:

- a. Prepare and maintain at the job site orderly files of correspondence, reports of job conferences, shop drawings and other submissions, reproductions of original Contract Documents, including all addenda, change orders and additional drawings subsequent to the award of the Contract, progress reports and other project related documents.
- b. Keep a diary or log book, recording hours on the job site, weather conditions, list of visiting officials, decisions, general observations, and specific observations with regard to test procedures. Upon request, furnish copies of such a diary or log book to the LOCAL PUBLIC AGENCY.

Page 4 of 7 Pages

92-032-2 APPENDIX "A" concerning contract compliance and administration are complete, the services of the CONSULTANT may also be suspended without cost to the project.

- 17. <u>Contract Administration</u>: The CONSULTANT will administer the contract in accordance with Indiana Department of Transportation procedures.
- 18. Conflict of Interest: The CONSULTANT acknowledges and agrees that the CONSULTANT, a firm associated with the CONSULTANT or an individual associated with the CONSULTANT cannot accept or perform any work (including but not limited to construction engineering, production staking, falsework drawings, shop drawings) for the contractor, material supplier of the contractor or for any of the contractor's subcontractors on this project. For purposes of this section a firm is associated with the CONSULTANT if the firm and CONSULTANT have a common director, common officer or a common owner. For purposes of this section an individual is associated with the CONSULTANT if the individual is an employee of the CONSULTANT or an employee of a firm associated with the CONSULTANT. For purposes of this section the following definitions shall be used:

Director - Any member of the board of directors of a corporation.

Officer - The president, secretary, treasurer, or such other officers as may be prescribed by the corporation by laws.

Owner - A sole proprietor, any partner in a partnership, or any shareholder of a corporation.

### 19. Construction Staking

Construction staking shall be provided by the CONSULTANT. The staking will be performed under general construction practices and in a timely manner so as to enable the contractor to proceed with the construction. Excessing restaking work required due to contractor's negligence may result in

Page 6 of 7 Pages

92-032-2 APPENDIX "A"

### APPENDIX "B"

### INFORMATION AND SERVICES TO BE FURNISHED BY LOCAL PUBLIC AGENCY

The LOCAL PUBLIC AGENCY shall furnish the CONSULTANT with the following:

- 1. LOCAL PUBLIC AGENCY shall designate an employee as Project Coordinator to coordinate activities between Consultant, INDOT and the LOCAL PUBLIC AGENCY.
- Assistance to the CONSULTANT by placing at his disposal all available information pertinent to the project.

Appendix "B"

92-032-1

### APPENDIX "D"

### **COMPENSATION**

### A. AMOUNT OF PAYMENT

The CONSULTANT will receive as payment for the work performed under this Agreement, as follows, unless a modification of the Agreement is approved in writing by the LOCAL PUBLIC AGENCY and the INDOT.

- 1. For those services performed by the CONSULTANT, the CONSULTANT will be paid on the basis of actual hours of work performed by essential personnel exclusively on this Agreement at the direct salary and wages of each employee, PLUS a provisional overhead rate thereof of 157.84 percent, PLUS direct non-salary costs (the actual costs of such out-of-pocket expenses directly attributable to this Agreement such as fares, subsistence, mileage, long distance calls, equipment rentals, reproductions, etc.) as approved by the LOCAL PUBLIC AGENCY, PLUS a fixed fee. The provisional overhead rate shall never exceed 160.00 percent. The CONSULTANT shall adjust the provisional overhead rate on the invoice subsequent to receipt of a new overhead rate from the INDOT's Division of Accounting and Control. The overhead rate shall be determined 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. However, the overhead rate for each of the CONSULTANT'S fiscal years is limited to 160.00 percent.
- 2. For those services performed by other than the CONSULTANT, the CONSULTANT will be reimbursed for the actual invoice for the services performed by other than the CONSULTANT, provided that each such invoice shall be subject to approval as reasonable by the LOCAL PUBLIC AGENCY prior to any

Page 1 of 3 Pages

92-032-2 Appendix "D" negotiated between the parties to this Agreement to reflect the changes in the scope, extent and character of the services to be furnished by the CONSULTANT from those contemplated for full completion of the Agreement, had the scope of work not been adjusted or the Agreement terminated.

- 3. If, prior to the satisfactory completion of the services under this Agreement, for any reason the total of the direct and indirect costs incurred by the CONSULTANT is within five percent (5%) of the maximum amount payable, the status will be evaluated. Adjustments to the maximum amount payable provided for by this Section will not affect the Fixed Fee shown in Section A(3) of this Appendix "D."
- 4. It is the policy of the Indiana Department of Transportation that Project Representatives and/or Inspectors be on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity. In order for the contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day, and more than a 5-day week. This in turn, may require the Resident Project Representative and Inspectors to work over 40 hours per week. Should this become necessary, then Overtime Premium shall be paid on this project at the rate of 1.5 times the actual hourly rate for all hours worked on this project by the Project Representative and Inspectors over 40 hours per week.

# MINUTES COUNTY COMMISSIONERS MEETING MAY 3, 1993

### INDEX

| <u>Subject</u> Pag  | ge No.    |
|---|-----------|
| Meeting Opened @ 5:30 p.m   | 1         |
| Introductions & Pledge of Allegiance  | 1         |
| Health Insurance/Helfrich Insurance Agency, Inc   | 1         |
| South West Indiana Regional Highway Commission/Funding (Agreement - \$20,000)   | 1         |
| Legal Aid Society/Expansion Needs   | 1         |
| Southwestern Mental Health Center. Inc./Substance Abuse Council   | 4         |
| (P. Tuley to represent the Commission at monthly Substance Abuse Council meetings)  | -         |
| <pre>KLF/Presentation re Telephones</pre>   | 6         |
| Request for Smoke-Free Facility/Lymnan Roll   | 8         |
| County Attorney/Alan M. Kissinger   | 11        |
| County Engineer/John Stoll  | 12<br>d.) |
| Approval of Plans for Renovation of Bridge #214 on Darmstadt Rd. (Authorization given to begin developing contract to ready for the bid process) Revisions to Lynch Rd. Construction Engineering Agreement Request for Upgrading of White Pine Drive for County Acceptance Mt. Ashley Subdivision/Road Plan Approval USI/Removal of Old Schoolhouse | ng        |
| County Highway - Bill Morphew   | 18        |

| Aquatic Center Rates approved as suggested by Haralson & Associates | 21 |
|---|----|
| Consent Agenda  | 21 |
| Old Business  | 21 |
| New Business  | 22 |
| Meeting Adjourned @ 7:35 p.m  | 23 |

**\** 

## MINUTES COUNTY COMMISSION MEETING MAY 3, 1993

The Vanderburgh County Board of Commissioners met in session at 5:30 p.m. on Monday, May 3, 1993 in the Commission Hearing room with President Rick Borries presiding.

#### RE: <u>INTRODUCTIONS & PLEDGE OF ALLEGIANCE</u>

President Borries called the meeting to order, welcomed the attendes, introduced members of the County Staff (Ferrell, Abell, Kissinger, Commissioner Tuley, himself, Commissioner Hunter, Humphrey and Matthews) and asked the group to stand for the Pledge of Allegiance. Mr. Borries asked if there are individuals/groups in the audience who wish to address the Commission but do not find their particular item of interest on the agenda.

### RE: <u>HEALTH INSURANCE/HELFRICH INSURANCE AGENCY, INC.</u>

Mr. Dennis Feldhaus, the County's Insurance Consultant, was recognized and said that since he was appointed as the Commission's Insurance Consultant-Liaison, he has met several times with the Insurance Committee of Vanderburgh County. At this time he is requesting permission to allow that committee and him, through payroll stuffers, to formulate and distribute an information flyer regarding their current health insurance benefits. Prior to distribution, the flyer is to be approved by the Commissioners.

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

### RE: SOUTH WEST INDIANA REGIONAL HIGHWAY COMMISSION/FUNDING

President Borries said this group wants a sum not to exceed \$20,000 for services and the services are under the scope of services to develop a program to enhance efforts to build an interstate highway from Indianapolis to Evansville and potentially on to Memphis, Shreveport and Houston. Last week the Board authorized preparation of an updated agreement, retroactive to January 1, 1993.

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

### RE: <u>LEGAL AID SOCIETY/EXPANSION NEEDS</u>

Attorneys Steve Weitzel and Jim Casey were recognized and Mr. Weitzel subsequently introduced Kim Johnson and Kelly Lonnberg, (all of the aforemention are Board Members of the Legal Aid Society) and Sue Hartig, the Executive Director. Attorney Weitzel said they wanted to appear before the Commission to outline where they stand with the expansion begun two or three years ago that culminated in increased budgetary funding from their three funding sources (United Way, County and the City). They were able to hire a third staff attorney, Mr. David Kent, and appropriations for a part time secretary. There also have been private monies dedicated to the installation of the new computers to increase the efficiency of their word processing for their increased case load, new dictating equipment, etc. Essentially, all those physical expansions and equipment installations are on hold until they are able to secure additional space to accommodate their personnel and their increased case load and increased traffic in their offices. He has given the Commissioners the current plat of their present office space which consists of approximately 810 sq. ft. For the five (5) full time persons that work in that office that breaks down to some 165 sq. ft. per person, which is really packed for the amount of traffic they have. Their statistics indicate they have

at least 25 individual clients in their office on a daily basis. That doesn't include children, family members, or other persons who may come with them. As can be seen from the layout, the three offices for the existing attorneys and one administrative secretary are 9' x 12', which are adequate for those purposes. Mr. Kent, the third staff attorney is, however, in a 8' x 8' office which also includes the office refrigerator, the County computer hook-up and copy machine. He only has room for one client chair. The public area has two sofas. There is no conference room area permitting any private confidential conversations with any of the clients. The clients who are there to review pleadings or other papers relating to their matters do not have the confidentiality of review or discussion. New clients who come in for intake with the intake secretary do not have the benefit of confidentiality in discussing their matters with anyone. Their attorneys make in excess of 2,000 court appearances per year. The Commission has been made very well aware of their increased case load, which is the reason for the budgetary increases for the staff attorney and budgetary increases permitting a part time secretary. The Legal Aid Society Board wanted to come before the Commission to dramatize to them the urgency of this situation and see what they can do and what kind of protocol they could operate in with the Commissioners to obtain some additional space from any agencies or departments that may be relocating -- either within this building or moving outside this building. They are very concerned about this and wanted to appear before the Commission to express their concerns. They can't incur with their budget the cost of installing the computers -- which are on hold -- and the dictating equipment until such time as they can acquire additional space. Therefore, their efficiency is hampered and their confidentiality is questioned and compromised. They wanted to see what kind of time table the Commissioners thought might be available for obtaining some additional space and how they, as a Board, can work with the Commissioners.

In response to query from the Commissioners, Attorney Jim Casey said he thinks Attorney Weitzel has covered most everything. He thinks their main objective today is to see what can be done to work with the Commission. He has been on the Legal Aid Board for four or five years and they've gone through some long term planning and been able to obtain through the generosity of the County, United Way and the City additional funds to come up with the additional attorney and raise the money for the computers. They are just not able to make full use of that or efficient use of that — even though they've had an opportunity to increase their guidelines by about 30% in some categories — and he thinks they really need additional space to be able to complete the process that the Commission, United Way and the City has allowed them to do.

Commissioner Tuley said he has met with Sue Hartig on numerous occasions and he realizes there is a need for some kind of relief - he doesn't believe there is any question about that on the part of either Legal Aid or the Commission. He then asked if the Board has a feel for exactly what they need or feel would he a workable area in terms of square footage.

Attorney Weitzel said to operate efficiently and to permit the client confidentiality, they're not talking about putting in large conference rooms or anything -- but cubicles or something that would just permit some segregated space. Their case load and paperwork has increased dramatically. To operate at not maximum efficiency -- but just at acceptable efficiency -- they would need double the space they now have.

Commissioner Hunter offered brief comments, but they were inaudible -- with the exception of the words "duct work" and "communications".

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Attorney Weitzel said he believes one of the solutions offered was taking over the EPA space, but that would only give them 70 sq. ft. additional. That does not provide the space they need.

President Borries said that is going to be a major problem. For example, the Commission office has a grand total of 857 sq. ft.; Legal Aid has 920 sq. ft.; EPA (which was City space) had 989 sq. ft.. EUTS, who had indicated some interest perhaps in moving to the Old Court House, had 1,356 sq. ft. But if Legal Aid is talking double (getting 1,600 sq. ft. or 1,800 sq. ft.) he doesn't see any way in this building. They're almost talking more than the Mayor's office. He knows this is an important function — as all of us feel all functions are in this office — but, as his Dad says, space has a way of filling up — and we're filled up. We're trying to get people to go. Even if the Commissioners gave up their space, Sue Hartig would end up with around 60 sq. ft. less than what she has now. So it is a problem. If EUTS is interested in moving to the Old Court House, again that is 1,356 sq. ft. But there's been no commitment yet to do that. If he can get a little more success through the County Council — they keep trying to tell him that these room air conditioners are going to work — if we can work some configuration for a good work environment over there, we have the potential of perhaps moving three offices to the Old Court House.

Attorney Weitzel said he didn't know how much square footage was in EUTS. He's gone over there and walked through it. Just guesstimating, he thinks the Legal Aid Board would be very tickled to be able to utilize that space if it became available. With some private monies they've been able to raise, he thinks they could take her anti-room and the secretarial area and configure that such with some temporary borders use those spaces and segregate them to the point where there would be confidentiality, which is so critical to their people.

Attorney Casey said he thinks that space would be fine.

Commissioner Tuley said if we could get the space he would be inclined to go to Council to see if we couldn't get them real, legitimate offices -- not just cubicles -- for confidentiality purposes. It would be nice to have a room to go to as opposed to just a cubicle. If we can find the space -- and he thinks as Mr. Borries has pointed out -- we've had some interest expressed by some of these other offices and a willingness, if we can work things out at the Old Court House to move some of them -- then he doesn't know why the Commissioners can't move Legal Aid into the EUTS offices. As to a time table....

Commissioner Borries said Ms. Hartig wouldn't be interested in going to the Old Court House?

Ms. Hartig responded, "Not with two thousand trips to the Courts a year -- that would waste the efficiency."

Mr. Borries said he needs to ask -- he's always trying to create some interest in that regard. But some interest was expressed early on and he will make some contact to see how much interest there is. The EUTS Board would have to make some recommendations.

Mr. Tuley asked how large the Veteran's Services area is. He heard through the grapevine that they, too, might be interested in going to the Old Court House.

Mr. Abell said that area is pretty small.

Ms. Hartig said Legal Aid has 810 sq. ft., not 920 sq. ft.

Attorney Weitzel said he thinks the difference is the offset that went into the Extension office. It was a closet area and it has

now been walled up.

Mr. Borries said the EPA office is 988.92 sq. ft. and Legal Aid is 920.04 sq. ft. (per Mr. Utley's figures).

Ms. Hartig said they went over there with Mr. Utley and that is just not large enough.

Mr. Weitzel said the way the EUTS office is configured presently, he thinks very little renovation would be required for Legal Aid's use of this office space.

Commissioner Borries said in good faith he will contact EUTS. If the County Engineer is able to move to the Old Court House, then that will free some space in the Auditorium.

Ms. Hartig said she thought that was smaller, too.

Mr. Abell checked with John Stoll and Mr. Stoll advises they have around 1,100 sq. ft., but the layout is strange.

Attorney Weitzel said if the Commissioners have further questions, they should feel free to contact any of the Board Members -- and thanked the Commission for the time spent this evening addressing their needs and concerns.

Mr. Borries assured them the Commission will continue to work with them to find a solution.

### RE: SOUTHWESTERN MENTAL HEALTH CENTER, INC./SUBSTANCE ABUSE COUNCIL

President Borries welcomed Lynn Kyle and said he has had dealings with her for several years as a member of the Southwestern Indiana Mental Health Center Board. She does an excellent job as Administrator at the Stepping Stone, which is part of the umbrella of services provided by the Southwestern Mental Health Center. She is also the person who is President of the Vanderburgh County Substance Abuse Council. The Commission felt it important for her to update them a bit as to how the Comprehensive Plan and Drug-Alcohol Program for our County is progressing and their efforts for this year.

Ms. Kyle said, "Thank you very much. I appreciate your inviting me to come. Before I give you a little information about the Council, we have a couple of other members here and she would ask them to stand and introduce themselves. Those doing so were:

Jeff Stratton - Governor's Commission for a Drug Free Indiana;

University of Evansville

Robert Brown - SWIMHC/Stepping Stone

Linda Schindler - Coordinator/Substance Abuse Council

Ms. Kyle continued, "As Commissioner Borries was saying, I did send him some information in the mail because we wanted to give a little update about the progress that we've made over the past year or two. The Vanderburgh County Substance Abuse Council was organized about four years ago when Statewide the Commission for a Drug Free Indiana was begun -- and in all the 91 counties in the State of Indiana they approached the individual counties and asked if there could be a group that would be made up of prevention treatment, criminal justice and law enforcement representatives to try to do in a comprehensive fashion what really we'd all really been doing in the drug and alcohol field for a long, long time. I've worked in the treatment field for a long time, but you don't often get the law enforcement personnel and the treatment people and the prevention programs all around the same table at the same time to do long range planning, to look at where the gaps are in services, to try to get everyone to work together and pool resources. Money

doesn't flow like it used to in the old days and we need to use our resources much more wisely and also just have a coordinated approach to try to reduce the drug and alcohol problems throughout In order to try to meet those goals, this group was the state. organized. The first year or two, to be honest, we did a lot of forming and then trying to get things going, and then things kind of fall apart a little and you then regroup. Over the past year, however, we have come together in a very strong way. Representation is really across the board. I think I sent a membership list to you and the list I sent to you is really the short list -- if I can call it that -- the people who are regular attenders at every full Council meeting. We have a full Substance Abuse Council Meeting and then there are three -- now four -subcommittee areas. I didn't give you copies of all the different subcommittees -- but there is a Prevention subcommittee, a Treatment subcommittee, and a subcommittee on Law Enforcement and Criminal Justice. If you included all the people who come to the table once a month in all of the three subcommittee areas, averages around 50 to 60 people from our community who are involved on a regular basis in trying to do community planning and to pull together our resources. Right now we are involved in doing an update on our comprehensive plan, which is a plan for Vanderbrugh County, and we've just been listing out all the programs that exist at this time in all the different areas. I did make one copy -this is a preliminary list (it's not the total one) just to give you an idea and you will be getting the finished product before too long. But our first agenda is to identify what is going on now in the County and there are so many tiny programs. Churches have programs, Kiwanis has a program, you know -- a lot of different areas have little programs that we don't even know about. We're trying to gather information from all of them so we can have one master list of what everyone is doing and be able to distribute that and cross reference so people can call each other for information. The next point is to identify what the subcommittees What do we need in our community to deal with this problem? Sometimes that may be money; sometimes that may be personnel; sometimes it may just be ideas in getting people to share resources. In our meeting earlier today we met to look at what the needs are in all of the program areas and try to identify then what we think are the biggest priorities. The money that we use, which is always people's next question (Where do the resources come from?) -- the money that pays Linda's salary (our Administrative Assistant) and that has funded some of the programs that we have felt were real important for this county come from the statewide drug free communities' fund and the local drug free community's money is what we have received in the past -- the authority from the County Commissioners -- to use us as kind of the recommending body for what projects need to be funded. We're in the process over the next couple of months of receiving requests for proposals to try to fill some gaps in the community and we'll be putting together our entire comprehensive plan, which says what we think the needs are and sets out some specific proposals for how to meet those needs. That plan we have to turn in to Jeff Stratton's office at the Commission for Drug Free Indiana by June 25th and we will also be forwarding a copy here so you will be able to see a final copy of our efforts and we'll also be giving you copies of what requests for proposals have come in and what proposals we think are appropriate for funding. That is a quick overview, but I would be glad to answer any questions that any of you have about what we are trying to do or anything you can think of. I also brought a copy of our by-laws."

President Borries entertained questions.

Commissioner Hunter said he noted they only have representatives from two of the eight high schools. Is there some reason for that?

Ms. Kyle said one reason is that they meet during the day. And even the two representatives they have listed are very often not

able to make the Council meetings. Commissioner Hunter hit a real problem and she thinks it probably is not exclusive to our county. They want to have youth representation, but if they want to have broad representation from the county — if you have evening meetings you lost about nine-tenths and if you have it during the school day all the high school participants or whoever have to make arrangements with the school and then they need transportation—and that's been a problem for us. We need to try to see how we can make better arrangements to get more high schools involved and get the participants there. The full Council meets on the first Monday of every month at 1:30 p.m. They arrived at that time because, over the years, they've tried almost every other time—and this time has worked the best for them up to this point. But that is something they need to work on, because having youth around the table is as important as having prevention people and business people. As they've gained steam over the past year, they are trying to fill all those gaps. Older adults is another gap; they don't have as many representatives in the older adult category and they need more business people. They are now trying to go out actively and recruit people in those areas to give them a better representation.

Mr. Borries said Ms. Kyle has a big job and he commends her in what she is going. It is a broad scope, because it is probably so pervasive in society that they have a lot of different people involved in this process. He believes the other Commissioners would concur that the Commissioners will be happy to always maintain their support for Ms. Kyle's efforts. If there are things she believes the Commissioners need to do as a Board to not only call attention to her cause, but also to help in this effort, they would be glad to do so.

Ms. Kyle said the one thing that would be very nice is that if, at some point — or every month — if they could have the involvement of one of the Commissioners to come to a meeting. The one thing good about their meetings is they are fairly informal and they get over with in an hour. There aren't many meetings that do that. They meet the first Monday of the month at 1:30 p.m. in the United Way Meeting Room in Old Post Office Place (on the second floor at the opposite end of the hallway from where the United Way offices are). If one of the Commissioners could come every so often it would be nice — because they'd like to have interaction with the Commissioners, as well. Any time the Commissioners can come, if they will give her a call and let her know, she will save a few minutes on the agenda.

Commissioner Borries asked if either of the other Commissioners would be interested in doing this.

Commissioner Tuley said he is generally in town on Mondays. In fact, he trys to reserve Mondays to be in town, with possibly the exception of September and October. He may have a conflict those two months; other than that, he is in town on Mondays and he'd be willing to go.

Following brief comments among the Commissioners, it was the consensus of the Board to have Commissioner Pat Tuley join the Substance Abuse Council at their Monday meetings.

### RE: <u>KLF - PHONE PRESENTATION</u>

The meeting continued with Mr. Dan Sauer of KLF being recognized. He said their intent is not to make an exhaustive study of telephone analysis in the time they have allotted. The Commissioners have in front of them some points they dropped off earlier and he will go through them quickly and then he will be glad to answer any questions the Commissioners might have.

Basically they are here tonight to state these objectives. They've been working recently with Mark Abell to go over some of the costs, as they know that is of primary concern. What they are saying here is that they believe that in the end after everything is looked at they will be less costly than the system the Commissioners are currently looking at to replace their system in house now. Secondly, there are some issues with the 911 System that are very critical that need to be explored. Thirdly, in looking at some of the options.....

Mr. Borries asked, "Are you saying that this E-911 System is completely incompatible? Are you saying, for example, like the public schools who converted to a different system could not use the E-911 System?"

Mr. Sauer responded, "What you have right now is an integrated single system in each solution with a system that is currently in place in this building and the safety center. Okay? You are attempting to accomplish the same thing at the Command Center out by the airport, which has not been able to take place yet. We were not awarded that contract and that vendor has not yet been able to get that done. However, we have an integrated solution there and the safety people need to communicate back and forth very quickly in a uniform fashion where the system works like one system. we can go into some of the detail tonight -- I'd probably bore you with all the telecommunications jargon. This may not be the time to do it. In my next page I'll talk about making a presentation to the President of the County Commissioners, such that in this case the other vendor (Indiana Bell and VanAusdall & Farrar) have already accomplished and we can go over a lot of that in detail. But, there will be a significant change and that is not taken into account in the costing structure whatsoever in the proposal you have in front of you for the Centrex solution. One of the options we did want to talk about is making a presentation similar to what has taken place before and we can do that at any time. I know you are on track with wanting to get this moving and we have no intention to delay this in any form or fashion and we want to work with you on it. Along with some of the other alternatives, I know one of your goals is to be able to allow more autonomy -- more of the kinds of work that typically we would send you a bill for. And we would want to encourage you to do that with our system -- it is very easy to do; we can train you on it to save a lot of those costs -- because I know costs are a big concern for you. What we can talk about tonight also is a bit about KLF and the background. It has been a while since we've spoken in front of everybody here and we're prepared to talk a little bit about that. My bottom line is this, the last time when it was all said and done (you know, we went through this some time ago) and there can be a lot of confusion and comparison to apples and oranges. But we prevailed and we are confident that we can prevail again. We've been a good vendor for you over the time and we would like the opportunity to preset this to you and use this as a foundation to move forward with knowing your questions -- to be able to work with Mark and others very carefully to make sure we have our best foot forward and that your best interests are taken into account.'

Commissioner Hunter asked if KLF sells an installed Centrex?

Mr. Sauer said KLF is not an authorized agent for Centrex. They do not get paid commissions such as other vendors for Centrex equipment or Centrex services. They, however, work very closely with Centrex installations. There are people who have Centrex installed and they sell peripheral equipment around it; they also can in our environment, for example the remote sites, we would want to continue the evolution into a Centrex environment — that makes economic sense for us — whether we keep their system here or not — they can act as a totally independent there for us. They have no vested interest and do not get paid any commissions. They have their own people to talk to at Indiana Bell Telephone and they can

make all those arrangements for us. They do have significant experience with Centrex - that is one of the reasons the customers on the second page -- not all of them being Rolm customers -- Rolm being the equipment we have here in place today. Some of them are, in fact, Centrex users. KLF has equipment and they understand the technology very well; they understand the proposed technology of the Centrex system which isn't even installed here yet -- but guesses it will be in December -- but they work with that throughout the state and they work with the other Centrex solutions that are available here in the city. There are more than just the DSM-100 solution and they can do a very good job. With that also comes an advantage; they also understand what will work and what won't work and they think they understand our environment well enough to state they need to sit down and work with us on this very carefully before a decision is made. This 911 situation could be very critical. Again, the Command Center is not up to the specifications that it has asked for to date. It may be at some point in time. But KLF does have that kind of linkage and that kind of integration between the 911 safety center and here already and there would be significant changes there. Tonight is probably not the night to go into all the boring detail, but he can if the Commissioners want to do so.

President Borries said he does commend Mr. Sauer for his service to the County. We live in a very competitive environment with very rapidly changing technology and he thinks the bottom line for this Board and one of the reasons he'd asked Mr. Abell to work with the City of Evansville and the Building Authority -- as we've always had a commitment in this building as the major tenant that we would do this together and we're still contingent on that. He thinks speaking in behalf of this Board as well as the City, we're definitely wanting to save dollars, to get the best technology we can get, to be as competitive as we can get to do services, ways in which we think we can avoid a continual addition of charges on site, as well as perhaps stabilize and avoid for future catastrophe, such as earthquakes and others -- and we think that we have to have some concerns about maintaining government services in the case of natural disaster. He did not meet alone -- nor could he every make a decision that this Board did not -- but he did meet with representatives of another group, as did the City and Mr. Abell. They'd be happy to work with him to set up that time. Again, he would say that KLF had better sharpen their pencils.

Mr. Sauer said they were reviewing some of the numbers today, as a matter of fact.

Mr. Borries said the Board would certainly be committed to a bidding process and will give this matter careful thought in terms of how that bid will go out. If Mr. Sauer will work with Mark to set up a meeting, he will make every effort to be there.

### RE: REQUEST FOR SMOKE-FREE FACILITY - LYMAN ROLL

Mr. Lyman Roll was recognized and said, "Good evening. As you know, I addressed the Commissioners last week with a formal request for their support for a policy change at the Civic Center Complex to go to a totally smoke-free facility. I did submit a formal request to each of the Commissioners at that time. President Borries, you did say that you would take it under advisement and I was curious to know this evening if you had a chance to delve into it a little deeper and whether you are ready to make a commitment one way or the other."

Mr. Borries replied, "I am not ready to make a commitment one way or the other. Lyman, I appreciate your message. I'm not a smoker. I guess probably as a teacher most of my life and a politician in the other half or whatever of life, I'm very conscious about the rights of others and I appreciate what you say in your message but I'm not ready to make that commitment tonight on behalf of everyone

else here. But the other two gentlemen may."

Mr. Roll, "I did address the Building Authority the following day and submitted a similar request to each of them. Their full panel wasn't in attendance, but there was some good response. Primarily they are looking for direction from some of their tenants and the Commissioners are one of the main tenants and a positive response from the Commissioners would go a long way in encouraging them to stick their neck out, so to speak. They are kind of reluctant. There is a little bit of ambiguity from their attorney, Wesley Bowers, just who actually has the authority to make this facility become a smoke-free complex. So it has something to do with how it is all drawn up between the Building Authority and the County Commissioners."

Mr. Borries responded, "I don't know how he'd have any ambiguity, it is their building."

Mr. Roll. "Well, apparently they are wanting to try to pass the buck somewhat, because they have suggested that they don't really have the total authority to do it strictly on their own."

Mr. Borries said, "The County and the City of Evansville are their two major tenants and then you have various townships, which are a separate unit of government -- but I think they'd all fit under the County umbrella."

Mr. Roll commented, "Well, they mentioned the fact they had some lessees here in the building and they are not real sure about what the contract spelled out about rights and one thing and another. I told them I would be very surprised if smoking rights are spelled out in any contract or any lease within this facility."

President Borries asked, "What do you envision smoking rights are?"

Mr. Roll replied, "Smoking rights, to me, do not impose a right to force a non-smoking individual within any facility to have to breathe that smoke -- because that's..."

Mr. Borries asked, "Do smokers have rights, in your opinion?"

Mr. Roll replied, "Uh, they have a right to smoke as long as it doesn't impact another person against that person's will. And when you have a facility where smoking is allowed in one section of the building and it is drawn into common duct work and broadcast throughout the whole building, those non-smokers in this facility are having something imposed on them that they maybe wish wouldn't happen. And I don't think anyone has the right to pollute the air and to harm or threaten someone else's health. I think that is taking rights a little far to make that claim. I think that is an absurd claim on the face of it and I would be very disappointed to see anyone try to support someone having a right to pollute the air with something that has been equated with asbestos dust and benzine. In my mind that is just a little bit shocking."

Mr. Borries, "Well, I just wanted on the record what you thought were smokers' rights -- if they have any."

Mr. Roll said, "To be official, smokers have the same constitutional rights that other individuals do. They have the same civil liberties. They have voting rights. They have property rights. But they don't have a right to impose a health threat on another individual. That would never stand constitutional muster. Do you think it would, sir?"

Mr. Borries responded, "No. But I think that is the area that is so controversial about this whole thing."

Mr. Roll said, "Well, the Indiana Indoor Clean Air Act is very specific about it. It says if there is a conflict between a smoker and a non-smoker, that the non-smoker's right to smoke-free air should always take precedence over smoking privileges in every incident. And I can't imagine it being any other way. So it is very specific. The law is already on the books covering that. And if you have a smoke-free facility you have no conflicts -- that is the beauty of a smoke-free facility. That is why the hospitals are smoke free. They realized that if they had a total ban on smoking they wouldn't have these conflicts coming up and they wouldn't be having to tie their personnel down in weighing out these feuds between smokers and non-smokers. And you would have the same privilege here at this facility. But I would like to see an opportunity for this request to come to a vote here this evening."

President Borries asked, "What is the opinion of this Board?"

Commissioner Hunter said, "Well, I have no problem with it."

Commissioner Tuley said, "Number one, I'm going to speak into the mike this week, because I don't think last week the mike picked up exactly what I said. What I said was, on the surface or in theory, I agree with your proposal. Okay? I was quoted in the paper and in the minutes (which I guess is where they came from) as saying I was for it. I'm not ready to take action because, number one, I want to talk to the employees of this building — that at least the County has 'jurisdiction' over — to find out what their feelings are. They are the ones who are in here eight hours or more a day. And I'd like to see how those who don't smoke — what their real feelings are. I know there are some very strong minded people who would like to see this enacted. I know there are some smokers who would not like to see it enacted. And I really would like to get a feel for the people that are subject to that smoke that you're making reference to. I'm not speaking out against your proposal. But I would like a little more in depth time to talk to the people who are most affected by it."

Mr. Roll said, "Well, I'd like to see you have that opportunity. Miss Jayne Berry-Bland here within this facility had passed a petition around some weeks back -- so she may very well have that information that you would like to see."

Mr. Tuley said, "I know where to get it."

Mr. Roll continued, "Once again, anything that involves public health -- a public safety issue -- cannot really come down to a popularity contest. I mean you'd like to have the numbers on your side when you're trying to promote anything -- but anything involving public health cannot really come down to a popularity contest. I know there are tough decisions that have to be made and this public policy is passing all around the country. New York -- just this evening Mayor Cuomo is promoting one of the most radical (considered radical) smoke free agendas in the nation. And the American Civil Liberties Union is taking issue with him on some of his items of his initiative. But it is a very progressive, pro-health initiative."

Commissioner Tuley responded, "I don't have any question with that and I'm not making this a popularity contest. But I would like for those people who are most adversely affected one way or the other who reside in this building for at least eight hours every day of their life to have some input into what we do. I think that is why they put us up here."

Mr. Roll said, "I'd be delighted if they could make their feelings known to you and I'll give you ample time for that to be made."

Commissioner Tuley asked, "Have you approached -- I know you approached the School Board tonight, have you approached the City

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at all -- since they are another major tenant in this building?"

Mr. Roll replied, "Not on this particular agenda."

Mr. Borries said, "You should."

Mr. Tuley continued, "I'd recommend that you do -- the City Council or the Mayor's office or somebody -- because they are a major tenant, as well."

Mr. Roll said, "Well, when I first started this the Building Authority and the County Commissioners were the two primary groups that I was mentioned to approach. The City Council wasn't mentioned -- that they were actually the authorities that could make the decision one way or the other -- that they had the ruling authority over the complex."

Commissioner Borries said, "County government is a little different animal, but your two major tenants are the City of Evansville and the County of Vanderburgh. You have a little bit different situation with this Board because there are three of us and we kind of have executive and legislative powers, except for fiscal powers and that County Council has. City Council, because they only have one executive and mayor, has a more kind of familiar form of government -- and the City Council has -- in relation to legislative powers -- which the County Council doesn't. But you should contact the City Council and you should contact the Mayor, as tenants. They represent the City of Evansville."

Mr. Roll said, "Well, I can see where it would be the courteous thing, but my primary approach was the bodies of power that actually can make a decision."

Mr. Borries countered, "They can make the decision for the City of Evansville."

Mr. Roll said, "They can make the decision as the tenant, but not as a manager or as a building authority who has ..."

Mr. Borries said, "That, to me, is real clear. What I would ask from this group, again, I mean, should we ever get to that point - if we get to a vote -- will be a recommendation. And that recommendation then would be forwarded to the Evansville Building Authority in Mr. Steve Utley's office. They would have to make that call. They are the administrators of this building. We pay rent to them. This County cuts a big check every year to the Evansville-Vanderburgh Building Authority."

Mr. Roll said, "Well, a recommendation from the Commission would go a long way, I'm sure, in helping them make their decision. The County Commissioners were the primary group that they did mention because they had a lot of tenants, but..."

Commissioner Tuley interjected, "I think what Mr. Borries is telling you in a round-about way is if you got a recommendation from this Board, along with a recommendation from the City, you might be more inclined to get the Building Authority to go along with your request -- because they are the two major tenants."

Mr. Roll said, "I see. I'll take that under advisement myself. Thank you very much."

### RE: <u>COUNTY ATTORNEY - ALAN M. KISSINGER</u>

Travel Request: Attorney Kissinger reported there is a travel request in for a County Attorney. He'd like to advise the Commissioners that is for Carl Heldt, who will be going to Indianapolis on Thursday, where there will be a hearing before the Supreme Court in reference to these decisions that, shall

I say, have been batted back and forth between here and Madison County.

Mr. Borries asked if that request is on the Consent Agenda.

Mr. Kissinger said it is, under Consent Items (a).

Vanderburgh County Commissioners vs. Interprop: Mr. Kissinger said this is a Green River Rd. condemnation case. Settlement conferences have been had and he is requesting authority from the County Commissioners to increase our offer of settlement by \$8,000 from \$22,000 to \$30,000.

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

Payment of Out-of-State Tuition, etc. for Transfer Students: Attorney Kissinger said a question concerning this came up a week or so ago. He talked with one of his in depth sources (Sam Humphrey) and then he did a bit of background and research himself. If these transfers — even though they are transfers outside the state — are Court ordered, as opposed to agency ordered, then the County is required to pay these expenses. This is the one from the Lincolnview Local School. He will pass the invoice back to Joanne Matthews for the Auditor's office.

Bernardin-Lochmueller Consulting Agreement: Mr. Kissinger said John Stoll will be presenting this agreement tonight. He has reviewed same and recommended some changes. Those changes have been made and he finds the agreement to be in order and ready for the Commissioners' consideration.

Raibley vs. County Commissioners: This is a Court case in which the County Commissioners were sued for a dental bill for an inmate at the Safe House. His information is that apparently some authorization was given to Dr. Raibley to proceed with this treatment. Dr. Raibley apparently did some treatment and then proceeded to develop a treatment plan. Upon discovering the County wouldn't pay him, he has requested payment of \$600 for the work that he has done. Mr. Kissinger said it is his impression that someone in authority did authorize this work and he requests authority from the Commissioners to settle this matter for the \$600 amount.

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

Payment of Clothing Allowance to Teamster Member: Attorney Kissinger said a question arose about the payment of clothing allowance to Teamster member Tom Waterman. He believes that under the circumstances in consideration of the Union contract that the Commissioners would be obligated to pay that allowance and he recommends they authorize the Auditor to make that payment.

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

### RE: COUNTY ENGINEER - JOHN STOLL

The meeting continued with Commissioner Borries recognizing County Engineer John Stoll. He then wished Mr. Stoll a belated Happy Birthday!

Commissioner Hunter said perhaps by this time next year Mr. Stoll will have some gray hair! Citing his own, Commissioner Hunter said just see what 29 months does to you.

Agreement for Extension of Vogel Rd.: Mr. Stoll submitted an agreement re this project, saying it has been reviewed by Attorney

Kissinger. This is an agreement that the County would construct the bridge over Stockfleth Ditch and Decam Investments would construct the rest of the road. Joe Ream of Decam is here if the Commissioners have any questions. But, basically, the County would be responsible for constructing the bridge and the 75 ft. approaches on either side of the bridge and Decam has acquired right-of-way and easements for the remainder of the property to extend the road from its current dead end to Burkhardt Rd. with no gaps anywhere of 600 ft.

Mr. Borries said Mr. Stoll took his line. He was going to ask if there were any missing links in this.

Mr. Ream confirmed that there are no missing links.

Attorney Kissinger commented that he has reviewed the agreement and all of the property owners will be co-signatures and he thinks Jack Schroeder prepared this agreement. He'd love to take credit for it -- it's a masterpiece of work; not only the document -- but getting it to this point. It is ready for the Commissioners' consideration.

Mr. Stoll said he also has the road plans here this evening, which have been prepared by Bernardin-Lochmueller. They've also been reviewed and everything appears to be in order. Valerie Harry is working on the bridge design plans to cross the ditch and preliminary plans should be available by the middle of the month and they will have those for the Drainage Board at the end of the month.

Mr. Hunter said it was suggested to him over the weekend by a detractor of his that in the future he ask one question. He should place in front of Mr. Ream a model automobile, a model 4-wheel drive vehicle and a model boat -- and ask Mr. Ream which of these three vehicles he would need to use in order to get from Green River Rd. to Burkhardt Rd. over his road. Mr. Ream is telling him he could pick the model automobile, right?

Mr. Ream responded affirmatively.

Mr. Borries entertained a motion.

Upo $\underline{\mathbf{n}}$  motion made by Commissioner Tuley and seconded by Commissioner Hunter the agreement was approved. So ordered.

With regard to filling in the dates, Attorney Kissinger said he thinks John can talk with Joe and come to some agreement on that -- that is within reason. He doesn't think the Commissioners are prepared to say how long it might take.

Approval of Design Road Plans: Mr. Stoll stated that as he said before, everything seems to be in order. Everything looks okay.

Upon motion made by Commissioner Tuley and seconded by Commissioner Hunter, at the recommendation of the County Engineer the design road plans were approved. So ordered.

Change Order/Wimberg Rd.: Mr. Stoll said this was what he discussed a couple of weeks ago. We had \$14,000 left from last year's paving contract and in order for us to be able to do all of the Wimberg Rd. project and use up that \$14,000 they had to have a Change Order of \$13,750.00. This is to repair the intersection of Happel Drive and Wimberg Rd. We would replace an arch structure underneath the road, rebuild the intersection, and install curbs. It is a plan that was prepared by Dave Savage last fall. If the Commissioners don't want to approve this, then what we would end up having to do would be to just pave a portion of the road and then issue a separate contract for the reconstruction of the intersection. The reason he did it this way is because we get the

asphalt work done at last year's bid price instead of this year's bid price and this is just so we don't have to go in with a second contract. They thought this would be the best way to go about doing it, if the Commissioners have no problem with it.

Mr. Hunter asked if Mr. Stoll has any problems with Mr. Savage's plan.

Mr. Stoll said it is a bit of a widening project right at the intersection where there has been a problem with it washing out. It will relocate a culvert underneath the road and then replace an arch structure and everything seems to be in order. We would pave from the railroad overpass over to Kratzville Rd. and the County Highway Department would pave from there to St. Joe Avenue. In response to query from the Commissioners, Mr. Stoll said this \$13,750 is in addition to the \$14,000 left from last year. There is money available. They would take it out of contractual services. We have \$380,000 in the contractual services/paving for this year, so they would just take the \$13,750 out of that and pay it out of this year's money. The remainder -- the \$14,000 -- would come out of last year's money.

Upon motion made by Commissioner Hunter and seconded by Commissioner Tuley the Change Order was approved, as submitted. So ordered.

<u>Utility Agreement w/SIGECO/USI Interchange:</u> Mr. Stoll said this is the agreement for the relocation of utility poles. It is a standard utility reimbursable agreement. They are having to move the poles because they are not currently within County right-of-way.

Attorney Kissinger said under the circumstances, it being a standard agreement, those things are so routine he has no problem with approving the contract.

Upon motion made by Commissioner Tuley and seconded by Commissioner Hunter, at the recommendation of the County Engineer the agreement was approved. So ordered.

<u>USI Project/Construction Engineering Agreement/Bernardin-Lochmueller:</u> Mr. Stoll said this is the agreement Attorney Kissinger wanted some insurance limits revised on it. They have been revised upward. The agreement is in the amount of \$540,999. Everything seems to be in order.

Attorney Kissinger said, "Once again, we increased some basic insurance limits and we also increased the liability limit. Other than that, the Consulting Agreement seems to be in order and ready for the Commissioners' consideration.

Commissioner Hunter said he does have one question -- are we going to do this on May 11th?

Mr. Stoll said he has never received any official notification from the State, but he talked with Tom Bernardin and he said he was going to be contacting someone up there today or tomorrow to find out if everything is still a go. That's the time table we're still looking at.

Commissioner Borries said he might bring this up for a motion for that money, but in their report they said bid letting on May 11th.

Attorney Kissinger said it appears now that all the Court documents will be prepared, all the appropriations will be had, the Appraiser's report -- he thinks we received an Appraiser's Report back today on the last parcel.

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Commissioner Hunter said he is prepared to move that the Consulting Engineering Agreement with Bernardin-Lochmueller & Associates on the USI Interchange in the amount of \$540,999, based on the changes recommended by Legal Counsel, be approved. Motion seconded by Commissioner Tuley. So ordered.

Supplemental Agreement/Design of Portion of Eickhoff-Koressel Rd.: Mr. Stoll said this is one that has been held onto since January, that he did not realize had not been executed as of yet. He asked if Attorney Kissinger needs to review the document prior to approval.

Attorney Kissinger responded affirmatively.

Mr. Stoll said this is so we don't run into an historic building out there, so we don't run into the same problems we did at the USI Interchange where the schoolhouse sits. It just involves shifting the line of the road. He believes it was something like 300 ft. -- not very much. The Supplemental Agreement was for an additional \$6,512. Once they found the old historic structure, they had to do additional work. Once Alan reviews that, he would assume that next week the Commissioners could execute the agreement.

Attorney Kissinger said as far as the modification is concerned, he has reviewed same and thinks it is ready for the Commissioners' consideration.

Upon motion made by Commissioner Tuley and seconded by Commissioner Hunter, the agreement was approved and executed. So ordered.

Request for Waiver of Sidewalks in Hood Subdivision: Mr. Stoll said Mr. Don Adler of Three "I" Engineering has lots in the subdivision ranging from 5 acres to 9-1/2 acres. The road itself serving this subdivision is a gravel road, 16 ft. wide, and is a private road. Based on the size of the lots and the fact that it is a private road, it is his recommendation that the request for waiver of sidewalks in that subdivision be granted.

President Borries entertained questions.

Commissioner Hunter asked, "So we're saying that at no time will there ever be more than five (5) lots in this subdivision?"

Mr. Stoll said that is the way he understands it.

Mr. Hunter said he will take Mr. Stoll's word for it. He said he is wondering if it can be altered later to add additional lots.

Following brief discussion between the Commissioners and Mr. Stoll, a motion was entertained.

Upon motion made by Commissioner Hunter and seconded by Commissioner Tuley, at the recommendation of the County Engineer, the request for waiver in Hood Subdivision was approved due to the fact it appears that there are only five (5) buildable lots and a gravel road. So ordered.

Approval of Plans for Renovation of Bridge #214 on Darmstadt Rd.: Mr. Stoll said this is the bridge over a railroad. With the Commissioners' approval they will go ahead and start the process of preparing the contract and try to get this out for bid within the next couple of months.

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

Mr. Stoll said we just received word back from the railroad today that they will issue the permits soon -- and this will just start the process of our being able to get the contract ready to go and

get it ready for bid sometime later this summer.

Revisions to Lynch Rd. Construction Engineering Agreement: Mr. Stoll said that when this was reviewed by the State they wanted some different breakdowns of the cost. When it was initially prepared they had all the costs lumped together; they didn't have it split up into different bridges, road grading and things like that. The State wanted to see it broken down as to how it was going to be billed. It doesn't change the cost; it is still \$603,157. He asked if Attorney Kissinger needs to review this.

Mr. Stoll said the agreement needs to be signed by the Commissioners so the State will know that the agreement still meets the approval of the Commissioners.

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

Request for Upgrading of White Pine Drive for County Acceptance: Mr. Stoll said the final item on his agenda today concerns a request he had last week for information as to what it would take to upgrade a road so it could be accepted by the County. Gary Kercher went out and reviewed the situation and conditions of the road and made several recommendations insofar as the width, replacement of culverts, etc. The one question that we do not know what the Commissioners would like to see on this is whether or not they would like to see curbs installed whenever people request a private road being upgraded so it can be brought up to County standards and be accepted by the County for maintenance.

Commissioner Borries said Mr. Stoll brings up a good point. We've had a lot of developers -- it's almost been routine that they install curb and gutter, but he is not sure it is in our ordinance. Do we need to change thaet? I'd like to see it in there.

Mr. Tuley agreed, saying if it is not in there - he wonders if we can do that.

Mr. Borries said maybe the Board needs to address that if it is not in the ordinance -- they've talked about it.

Mr. Stoll asked, "You mean developing new road standards?"

Mr. Borries responded affirmatively, saying he has no objections to it at all.

Mr. Stoll said he knew that in the past they just said it was a matter of bringing it up to an acceptable width, but he guesses the curb and gutter had not been addressed in the past. Therefore, in regard to this one individual's request he didn't know how to answer him on that. Whether or not we could require it, or whether it would just be a request.

Mr. Borries said he doesn't think you can require it if it is not in the ordinance. He asks that they do it.

Mr. Tuley said the Board probably needs to move on getting that ordinance changed.

Mr. Borries said he'd like to have it in there.

Mr. Stoll asked if it is the Board's recommendation that the individual install curbs, even though it it not required?

The Commissioners responded affirmatively.

Mr. Hunter asked if all these recommendations would be at the expense of the property owners?

Mr. Stoll said that is correct; they would be responsible for spending all the money necessary to bring it up to standards and then we would accept it from then on out -- if they meet these specifications.

Commissioner Borries commended Mr. Stoll on the report. He said this started out as a paving request. Then, once they found out it was not an accepted road everybody just dropped the ball on it --whether it be the individual who made the request or the County. But this gentleman requested he be given a summary of what it would take.

Mr. Hunter said just so the gentleman out there understands it is not a County road and what has to transpire for it ever to be a County road.

Mt. Ashley Subdivision/: Mr. Stoll said the revisions that they made after last week's meeting was to extend the full width of the passing blister another 75 ft. so that way at the crest of the hill it will be a lot wider than it would have been. (Inaudible comments by Mr. Stoll.)

Mr. Tuley said he thought the Board also requested curbs and gutters.

Mr. Stoll said that was the other thing -- to put in rolled curbs with an asphalt surface. Concrete was never brought before him. That is something that was drawn up last Friday and it was changed again today back to an asphalt surface.

Mr. Borries asked if Mr. Stoll knows what the grade is out there.

Mr. Stoll said it is 4%.

Mr. Hunter asked if all of this is in writing and has he agreed to it?

Mr. Stoll said the Commissioners should all have a copy of his memo. He sent it over last week saying we wanted another 75 ft. the full width of the passing blister. It would require modification to a driveway approach and then there is a small ditch that runs along the west side of Old State Rd. that either would have to be piped or relocated. Without knowing the right-of-way out there, that is why he didn't know whether he will have to pipe it or relocate it.

Mr. Hunter asked if Mr. Stoll is pretty satisfied.

Mr. Stoll said with the conditions out there that is about the best we can get without relocation of the entrance. We gain another 150 ft. if we relocate it down to the south property line.

Mr. Hunter asked what kind of costs would be involved in the relocation of the ditch.

Mr. Stoll said you would have to totally redesign the subdivision and then start the process over again. He already has some base down on the road out there and has done some grading work -- so it would be substantial. We all know this has too much work done on it without any approvals.

Mr. Borries asked that the Board vote one way or the other and entertained a motion, based on Mr. Stoll's recommendation. We will make sure that the work is done as built on this sheet.

Mr. Stoll briefly mentioned signs -- but the comments were inaudible.

Mr. Hunter asked if it isn't as built, what happens.

Mr. Borries said if it isn't as built, then we don't accept it.

Attorney Kissinger said if it isn't built as designed, and as approved, as Commissioner Borries said -- we don't accept it and if then there is liability, although he understands we are not looking to avoid liability, we're looking to void insurance -- but if it is liability it would be coming out of the contractor -- I mean the developer, beg your pardon.

Mr. Borries again entertained a motion.

Commissioner Tuley said that based on the conversation that this is probably as good as it is going to get, it is well within the requirements and if it is not built as provided for and approved tonight, the liability factor will be transferred back to the developer. With that in mind, he moves for approval.

Motion seconded by Commissioner Hunter. So ordered.

Attorney Kissinger said he has one questions for Mr. Stoll. He received a call last week in reference to the historic building at Eickhoff and Middle Mt. Vernon roads. He has determined that the County has now acquired that property. The County, in fact, owns it and has a deed to it. West Side Garden Club is asking what kind of time table they are on in reference to actual groundbreaking out there. What they want to know, in short terms, is when do they have to have the building moved.

Mr. Stoll said he is not exactly sure yet. The building has to be documented to meet the historic standards. The photographer has not come down here yet; they said they needed a few days of clear sunny weather in order to take the photos. Once they take the pictures they have to be reviewed by the State and the Feds, in order to make sure they meet the archives specifications. He is not that familiar with those, but that process could take a while. He doesn't think the building should be moved until then. However, some of these things may be able to run concurrently, where we can get some preliminary approval to move the building before all the approvals have been granted. So this is something that is still up in the air. He knows they would like to get moving on this as soon as possible, but as far as a definite time frame -- be couldn't say at this point.

Attorney Kissinger said, "Fair enough."

### RE: <u>COUNTY HIGHWAY - BILL MORPHEW</u>

Weekly Work Report: Mr. Morphew submitted his written Weekly Work Report for period April 23 thru April 29, 1993 .....report received and filed.

It was noted by Commissioner Borries that Mr. Morphew also appeared before the County Council and will do so again this week, insofar as equipment needs for the County Highway -- which we hope we can make some progress. He asked if Mr. Morphew had a meeting with Curt Wortman.

Mr. Morphew said he has invited everyone on the County Council to come to the County Garage to see the equipment they have. He will also open their maintenance books to them. So far, no one has come. Mr. Royce Sutton made an appointment for tomorrow morning at 10:00 and then today he canceled that. He doesn't think he is going to see anyone from the County Council before Wednesday.

President Borries said, "Maybe they'll surprise you -- I hope."

Mr. Morphew said they do have a few pieces of equipment at the Count Highway which have been outlawed and this equipment has to be taken off the road. One truck is illegal to drive.

The Commissioners instructed Mr. Morphew to take it off the road.

Mr. Morphew said it has been retired and is sitting back by the fence. He has taken the most hazardous equipment and set it aside. Hopefully, we can get something done with it.

1993 Road Paving List: Mr. Morphew said he has submitted a road paving list for 1993, which he just finished the list (by hand) this afternoon around 4:30 p.m.

Mr. Borries commented, "We're working on that, too."

Mr. Morphew continued, "This list does not include Cypress-Dale Rd., which he is going to do an estimate on. He was there last week looking at the road and there are several good-sized bad spots and I will do an estimate on the road. I'll also ask John Stoll's office to help me on this."

Mr. Borries said, "While you're down in Union Township, I think maybe Roth Rd. should be checked; I don't know how long or extensive that one is."

Mr. Morphew said that was a road he was going to look at as far as widening and doing some drainage work.

Mr. Borries said he doesn't know whether Roth Rd. is paved or not.

Mr. Morphew said it is not paved; it is rock. Or, a portion of Roth Rd. is rock. Seventy-five percent (75%) of that road has been paved. There is a short section that runs from the intersection of Roth Rd. and Shore Drive to Cypress-Dale that is approximately 800 ft. long that is still rock and he wants to improve that road. So these are the two roads that are not on the list -- he wants to wait and see what kind of money he has left and do a survey and estimate on these roads to see what it would cost to repair them.

Commissioner Borries asked how many miles he's estimated so far on the road paving list.

Mr. Morphew said he totaled the dollar figure; he has not yet totaled the mileage. He has \$640,000 for bituminous materials.

Commissioner Tuley asked how Mr. Morphew determines which roads should be the first roads to be paved. Not so much in order, but which ones -- for instance, Cypress-Dale was not on here but you want to go down and make an estimate and see if there is enough money.

Mr. Morphew responded, "The amount and type of traffic that is on that road -- the number of people who live on the road; the condition of the road and the width; whether it has ditches or not; whether or not it is hazardous to drive the road; the terrain -- whether it is a hill, curves, etc." Mr. Morphew said to test the equipment they will be paving the road by the new chalet at Burdette Park. From there they will move to Wimberg Rd. They've pulled shoulders on Wimberg and two culverts on Wimberg have been replaced. He will also be doing ditching on Wimberg during the next week and that road will be ready to pave on May 11th. He believes that will make those residents out there happy.

Mr. Borries entertained questions of Mr. Morphew. There were none.

Trash Dumpster: Mr. Morphew said he asked for a trash dumpster last week and told the Commissioners he'd get some prices. He can get a dumpster for garage use only from BFI for \$48.00 per month, including pick-up service. They will service this dumpster once a month for that amount. It is 6 ft. x 5 ft. x 80". He also called Waste Management and it was \$52.50 per month for the same size dumpster.

Mr. Tuley asked if this size dumpster will fit the needs at the garage?

Mr. Morphew responded affirmatively.

Mr. Borries asked if Mr. Morphew has funding, or will he need to go to Council.

Mr. Morphew said he is going to go over their budget and possibly do a transfer.

Ms. Ferrell said she has a solid waste line item in the Commissioners' budget that she pays BFI out of monthly, would that not fall into that category?

Mr. Borries said that it would.

Ms. Ferrell said we do have the money in that account.

Coliseum Parking Lot: Mr. Morphew said he had scheduled repairs to the Coliseum Parking Lot today, but there's no sunshine. Tentatively, he is looking at Wednesday to do the repairs. He'd like to close the parking lot Wednesday. The repairs will take about four hours -- on a dry day.

By way of advance notification to the public, Mr. Borries said the media might note the repairs will be accomplished the first day the sun shines.

In response to query from Commissioner Hunter concerning their work hours, Mr. Morphew said that the County Highway starts work at 7:00 a.m. and the work crew would be on the job site by 8:00 a.m. and the project would be finished around noon.

Mr. Hunter said the reason he is asking is that the Signature people got kicked out of the parking garage because it is up for major renovation and repair. He talked to Rick and the meter police and suggested that tentatively the teachers at the Signature School park at the Coliseum and then this came along. They all jumped him and said he told them to go down there and now they shut the lot up - how are they supposed to get in? He called Bill and Bill was kind enough to see his plight -- and he's going to try to have something set aside so those people can get in the lot on that day.

Mr. Morphew said the amount of work is actually minimal and they've already laid out the procedure as to what they are going to do and how they are going to go about doing it. It's just a matter of some equipment being loaded onto a pick-up truck and three men to do the job in four hours. It will be less than \$100 for the material to do the job.

Attorney Kissinger asked if Mr. Morphew knows who posted the "No Parking" notices the last time?

It was the consensus of opinion that the Veteran's Council probably posted those. Mr. Morphew said they gave Mark Acker four barricades to put up. He didn't put them up -- there was a chain across the parking lot and someone ripped that down.

Attorney Kissinger said this time he told Mark that if we put up notice that it is temporarily closed and vehicles will be towed at the owner's expense. If you can't get in there, you should let Mark know and he'll see that they get towed.

Mr. Morphew said he asked him about that this morning. Also, on the notice -- just to put it is temporarily closed for repairs and will be open the same day.

Attorney Kissinger asked that if Mr. Morphew is going to talk to Mark Acker, to tell him to put on the notice that vehicles that violate the order will be towed -- and then tow them if he has to. It is trespassing at that point.

In response to query from Mark Abell, Mr. Morphew said when he talked with Mark Acker this morning he advised they were having signs made up. Mr. Acker evidently has the Veterans or somebody making the signs. As far as the wording on the signs, he does not know.

#### RE: BURDETTE PARK - MARK TULEY

Aquatic Center Rates: Mark Tuley, Manager/Burdette Park, said that last week the Haralson report regarding setting of rates for 1993 for the Aquatic Center was taken under advisement. He hasn't had any complaints since the rates were published in the media. Has anyone else had any complaints?

President Borries said he had one letter of support.

Commissioner Hunter confirmed the Commission office received no negative comments concerning this matter.

Mr. Borries entertained a motion.

Upon motion made by Commissioner Tuley and seconded by Commissioner Hunter, the rate schedule for 1993 was approved, as submitted. So ordered.

### RE: CONSENT AGENDA

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

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

### RE: OLD BUSINESS

Collis Corporation Loan: Mr. Borries said you always know something has gone wrong when people start asking about things. According to the minutes of April 3rd, upon motion made by Commissioner Tuley and seconded by Commissioner Hunter, the Board of Commissioners authorized the Loan Agreement and Security Agreement totaling \$150,000; however, we apparently did not get to the County Council with this. He guesses what we need to do is approve going on Council Call immediately so we can make the June Council meeting.

Commissioner Tuley asked if there was a final agreement for approval. He thought the sample provided was the City version.

Attorney Kissinger said that is also his understanding. He just answered some questions about that with Sam; supposedly that got back to him (Kissinger) -- but he is under the impression it did not. He will check tomorrow to see if he can locate it at the office. If not, he will tell everyone else to start searching.

Commissioner Borries said in either case, the Commissioners could probably execute the agreement subject to review of same by the County Attorney. The Board has already approved this in concept, but funding is not in place. He would entertain a motion to go on June Council Call.

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

President Borries entertained further matters of Old Business to come before the Board.

Ms. Matthews said the canceled Executive Session had not been covered.

Cancellation of Executive Session: President Borries announced that the Executive Session scheduled at 4:30 p.m. on Monday, May 10th, for purposes of discussing Pending Litigation and Personnel Matters has been canceled, due to the Solid Waste Meeting being scheduled simultaneously.

### RE: NEW BUSINESS

Request for Executive Session: President Borries asked the Commissioners to consider an Executive Session at 4:30 p.m. on Monday, May 17th, in Room 307 for purposes of discussing Pending Litigation and Personnel Matters.

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

<u>Green Belt Advisory Committee:</u> Commissioner Hunter said that in their haste to make appointments to the Green Belt Advisory Committee they made one slight error. They did not appoint anyone from the County Council and they might want to ask for some monies.

Mr. Borries said a request can go to County Council for them to send a representative to the next meeting.

Mr. Hunter said he thinks it was an oversight on the part of the Commissioners and there were some hurt feelings. But he thinks certainly we need someone from the County Council to serve.

President Borries asked if Ms. Farrell will call to see if Council will send a representative.

Requests for Support/Association of Indiana Counties: It was noted by Commissioner Tuley that the local Commission receives a lot of requests for support from the A.I.C., asking the Commissioners to contact our legislators and say they "don't" support certain bills, etc. Could a letter be drafted and kept on file and all the Commissioners sign same -- so that everything that comes in is responded to by all three Commissioners?

Commissioner Hunter said he thinks that is an excellent idea -- either in support of or in opposition to. We get these things and read them and say this is right, we need to get this done -- but it gets lost in the shuffle.

Mr. Tuley said that is what he is afraid of.

Commissioner Borries said he has responded individually to numerous ones as he goes through the mail -- then B.J. will type them and mail them. And it's not because he's not wanting to bring them to the attention of the full Board; but sometimes the time crunch gets so bad it is just easier to go ahead and say aye or nay.

Mr. Tuley said he thinks during the legislative session the Commissioners get bombarded with so much, that unless it is given attention immediately, it is something that can easily become lost — and the only way they can ever effect any changes is working with the legislator.

Mr. Hunter said he gets a double whammy -- because he gets almost the same thing from the educators -- and he gets these almost on a daily basis -- write or call. So he thinks this would be a good idea. The Commissioners can read the letter and sign it or not sign it.

Commissioner Borries said he did a terrible thing -- he wrote letters to Senator Server and Senator Borst. He actually received a letter back from Senator Borst. He said he liked this community. (He didn't say he liked him after his letter -- but he really didn't care. He doesn't vote for him and he doesn't vote for Senator Borst. But he did encourage Senator Server to ask him to run for statewide office -- so maybe we'll get that chance some day -- to let him know how we feel about him.

Mr. Tuley said if he does like our community, he ought to change his ways.

Mr. Borries said Senator Borst said he felt everything was just real nice.

President Borries entertained further matters of new business to come before the Board.

<u>Public Service Recognition:</u> President Borries said he will end today's meeting with the following quote which, he thought, was rather eloquent:

"You may have been told that government workers are clock-watchers; you will soon find that the vast majority of them are dedicated not to their paychecks but to the job to be done. You may have heard that government positions involved nothing but plodding routine tasks; you will see some of the most exciting, interesting work in the world being done here. You may have read that public servants are unimaginative, security-seeking, uncreative, skilled only at the techniques of empire building; you will quickly discover that we have far more than our share of lively minds, endowed with vigor and courage.

### John F. Kennedy"

Commissioner Borries said that was spoken in behalf of Public Service Recognition Week -- May 3 - 9, 1993. Therefore, let us recognize all of those in the service of the public and enter that into the official record here at this time.

There being no further business to come before the Board, President Borries declared the meeting adjourned at 7:35 p.m.

### PRESENT:

Richard J. Borries, President Pat Tuley, Vice President Don Hunter, Member Sam Humphrey, County Auditor Alan M. Kissinger, County Attorney John Stoll/County Engineer Dennis Feldhaus/Helfrick Insurance Bill Morphew/County Highway Supt. David Herrenbruck/VanAusdall & Farrar Kelly Culiver/VanAusdall & Farrar John Johnson/VanAusdall & Farrar Norm Davenport/Indiana Bell Lyman Roll Sue Hartig/Exec. Director/Legal Aid Society Kim Johnson/Legal Aid Society Jim Casey/Legal Aid Society Steve Weitzel/Legal Aid Society Kelly Lonnberg/Legal Aid Society Linda Schindler/Coordinator, Substance Abuse Council Robert Brown/SWIMHC

Lynn Kyle/SWIMHC
Jeffrey O. Stratton/Governor's Commissin/Drug Free Indiana
Tim Lockridge/KLF
Doug Sauer/KLF
Joe Ream/Decem Investments, Inc.
Others (Unidentified)
News Media

**SECRETARY:** 

Joanne A. Matthews

ichard J. Borries, President

Pat Tuley, Vice President

Don Hunter, Member

DON L. HUNTER

**PATRICK TULEY** 

### **AGENDA**

### VANDERBURGH COUNTY COMMISSIONERS

MAY 3, 1993

5:30 P.M.

- 1. CALL TO ORDER
- 2. INTRODUCTIONS

FINAL

- 3. PLEDGE OF ALLEGIANCE
- 4. ACTION ITEMS
- A. Any group/individual wishing to address the commission
- B. SWIRHC (Southwestern Indiana Regional Highway Coalition) re: extension of service/ready for signatures
- C. Stephan Weitzel, Attorney/Ziemer Stayman Weitzel and Shoulders James Casey, Attorney/Bowers, Harrison Kent and Miller re: Legal Aid/expansion needs, discuss resolution and time table of needs
- D. Lynn Kyle/Southwestern Mental Health Center, Inc. re: Substance Abuse Council
- E. KLF
  - re: Phone presentation
- F. Lymon Roll/Citizen
  - re: Smoke Free Facility

### 5. DEPARTMENT HEADS

| Alan | Kissinger               | County  | Attorney |
|------|-------------------------|---------|----------|
| John | Stoll                   | County  | Engineer |
| *See | attached engineer reque | ests    |          |
| Bill | Morphew                 | County  | Highway  |
| Mark | Tuley                   | Burdett | e Park   |

#### 6. CONSENT ITEMS

A. Travel/Education Requests

Health (22) Knight Township Assessor (2) County Auditor (2) County Attorney (1)

- B. Claims for payment
  - 1) Vision 2000......27,500.00
    \* Second Quarter Payment
- C. Quietuses for acceptance

  - 2) Koester Contracting......200.00
    Check # 038205/ 7808
- D. Minutes from 4/26/93 Commissioner Meeting re: Approval/Acceptance
- E. EVSC Letter/Mike Madriaga re: waive of fee for Bishea Building/Sports Appreciation Picnic
- F. Employment Changes \* see attached
- 8. OLD BUSINESS
- 9. NEW BUSINESS
- 10. MEETING ADJOURNED

### Scheduled Meetings

| M | on   | May | 3  | County Commissioners Executive Session | 4:30 | D <b>M</b> | <b>PM</b> | 301 |
|---|------|-----|----|--|------|------------|-----------|-----|
|   |      |     |    | Commissioner Meeting                   | 5:30 |            |           | 307 |
| W | ed   | May | 5  | County Council                         | 3:30 | PM         | RM        | 301 |
| M | on   | May | 10 | Solid Waste                            | 4:30 | PM         | RM        | 307 |
|   |      | -   |    | County Commissioners                   | 5:30 | Pm         | RM        | 307 |
| M | on   | May | 17 | County Commissioners                   | 5:30 | PM         | RM        | 307 |
| T | hurs | May | 20 | Pigeon Creek                           | 5:00 | PM         | RM        | 307 |
| M | on   | May | 24 | County Commissioners                   | 5:30 | Pm         | RM        | 307 |
| M | on   | May | 31 | Holiday Building Cl                    | osed |            |           |     |

# CONSENT AGENDA REQUEST

NAME OF REQUESTER:

John Stoll

DEPARTMENT:

County Engineering

LYNCH ROAD EXTENSION

Right of Way Certification - Approval

USI INTERCHANGE R/W ACQUISITION (430 BOND) CLAIMS:

Parcel #22 & 22A

Gilbert H. Hartig, Jr. \$88,654.82
Debby Jean Hartig \$8,522.59
Connie Dianne Hartig \$8,522.59

USI - WARRANTY DEED ACCEPTANCES:

Parcel #22 & 22A - Gilbert Hartig, Jr., Et Al

CLAIMS:

CONTRACTUAL SERVICES - 203-3930
Charles W. Ruston (Inv. #32) \$ 360.00
Charles W. Ruston (Inv. #33) \$ 336.00

OHIO STREET BRIDGE #3C 203-4345

Bernardin Lochmueller (Inv. #91-68-1(11) \$ 3,695.47

EICKHOFF-KORESSEL 216-4741

Bernardin Lochmueller (Inv. #90-040-1(23) \$32,144.30 Bernardin Lochmueller (Inv. #90-42-1(21) \$ 1,435.88

LYNCH ROAD 216-4827

Bernardin Lochmueller (Inv. #86-28-1(45) \$ 282.00 Bernardin Lochmueller (Inv. #90-038-1(16) \$14,499.20

DATE TO BE PLACED ON AGENDA:

05/03/93

ACTION

COMBENT XXXXXX

OTHER

## **VANDERBURGH COUNTY EMPLOYMENT CHANGES**

|             |               | APPOINTMENT       | S MADE             |                   |            |                |
|-------------|---------------|-------------------|--------------------|-------------------|------------|----------------|
|             | NAME          | ADDRESS           | POSITION           | SALAI             | W          | EFFECTIVE      |
| 5011300098  | Shannon Henry |                   | Patrolman          | 12<br>26985       | 923)<br>00 | 14e<br>4-27-93 |
|             |               |                   |                    |                   |            |                |
|             | ATTACH WITI   | HOLDING EXEMPTION |                    | FORM              |            |                |
|             |               | RELEASE           | 0                  | WE BY LOUIS LANGE | A section  |                |
|             | NAME          | ADDRESS           | POSITION           | SALA              |            | EFFECTIVE      |
| 05011300098 | Shannon Henry |                   | Prob.<br>Patrolman | 25985             | 00         | 4-26-93        |
|             |               |                   |                    |                   |            |                |
|             |               | 1 - 1             |                    | <u> </u>          | ٠,         | 26/93          |

#### **COUNTY COMMISSIONERS MEETING**

#### **MAY 3, 1993**

#### TELECOMMUNICATIONS ISSUE AND OPTIONS

- KLF's total cost to Civic Center is less than Centrex
  - Service and trunk charges
  - Remote sites
  - Station equipment and maintenance
  - Disaster recovery
- Current E-911 system completely incompatible with proposed Centrex solution
  - Single system image today
  - Current E-911 will need to be replaced
    - · New hardware required
    - · Lost investment of existing equipment
    - New hardware cost and abandoned equipment costs could be close to \$750K

#### Options

- KLF request a presentation with the President of the County Commissioners
- Explore station equipment alternatives
- Explore bidding process
- Eliminating errors in any vendors replacement proposal
- Helping Civic Center to become more autonomous (i.e., software, hardware moves add and changes and training)
- KLF background and related successful partnerships
  - Citizens National Bank
  - State of Indiana
  - University of Southern Indiana
  - Warrick County School Corporation
  - Bristol-Myers Squibb

#### AGREEMENT

THIS AGREEMENT entered into by and between the County Commissioners of Vanderburgh County, Indiana, hereinafter called COUNTY, and Decem Investments Inc., an Indiana corporation, hereinafter called DECEM, and East Park Development, an Indiana general partnership, hereinafter called EAST PARK, and Alma M. Corressell, hereinafter called CORRESSELL, and Marcellus Hirsch, hereinafter called HIRSCH, and Stanley D. Unfried and Sarah P. Unfried, husband and wife, and Bonnie U. Murphy, hereinafter jointly and severally called UNFRIED/MURPHY, and Gene Stuard, who is a partner of EAST PARK, hereinafter called STUARD.

CORRESSELL is the owner of certain real estate located in the West half of the Northeast quarter of Section Twenty-four (24), Township Six (6) South, Range Ten (10) West, as described in deed recorded in Deed Record 282, page 557, in the office of the Recorder of Vanderburgh County, Indiana.

HIRSCH is the owner of certain real estate located in the West half of the Northeast quarter of Section Twenty-four (24), Township Six (6) South, Range Ten (10) West, as described in deed recorded in Deed Record 282, page 556, in the office of the Recorder of Vanderburgh County, Indiana.

DECEM is the owner of certain real estate more particularly described on the exhibit attached hereto and labeled "DECEM REAL ESTATE."

EAST PARK and UNFRIED/MURPHY each own fractional interests in certain real estate more particularly described on the exhibit attached hereto and labeled "EAST PARK-UNFRIED/MURPHY REAL ESTATE," said fractional interests when combined representing a complete one hundred per cent (100%) ownership of said real estate.

The parties hereto are interested in extending Vogel Road from its current termination point (located on the west line of CORRESSELL'S real estate) to Burkhardt Road (representing the eastern boundary of EAST PARK and UNFRIED/MURPHY'S real estate) and, in conjunction therewith, the parties hereto are also interested in having a bridge and approaches thereto constructed across Stockfleth Ditch in connection with the extension of Vogel Road and the further dedication of certain public utility, drainage and sewer easements.

Easements to be executed by the parties hereinafter designated and over and across certain real estate described on the exhibits hereinafter indicated are as follows:

HIRSCH - Description set forth on Description of Parcel No. 1, together with supplemental drawing, for public utility and drainage easement (North of Vogel Road right-of-way).

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HIRSCH - Description set forth on Description of Parcel No. 2, together with supplemental drawing, for public utility and drainage easement (South of Vogel Road right-of-way).

EAST PARK and UNFRIED/MURPHY - Description set forth on Description of Parcel No. 3, together with supplemental drawing, for roadway easement.

EAST PARK and UNFRIED/MURPHY - Description set forth on Description of Parcel No. 4, together with supplemental drawing, for public utility and drainage easement (North of Vogel Road right-of-way).

EAST PARK and UNFRIED/MURPHY - Description set forth on Description of Parcel No. 5, together with supplemental drawing, for public utility and drainage easement (South of Vogel Road right-of-way).

DECEM - Description set forth on Description of Parcel No. 6, together with supplemental drawing, for sanitary sewer.

EAST PARK and UNFRIED/MURPHY - Description set forth on Description of Parcel No. 7, together with supplemental drawing, for sanitary sewer.

CORRESSELL - Description for roadway easement labeled as "CORRESSELL EXHIBIT."

HIRSCH - Description for roadway easement labeled as "HIRSCH EXHIBIT."

HIRSCH further agrees to grant to CORRESSELL an easement across an area designated by HIRSCH in order for CORRESSELL to be able to connect to the sewer system as described on Parcel No. 6 and Parcel No. 7, which easement shall be of sufficient width for a pipe line of sufficient size as required and needed by CORRESSELL in the development of the CORRESSELL'S real estate as determined by CORRESSELL.

Vogel Road as it is described in said easements shall hereinafter be referred to as PARTIAL VOGEL ROAD. There is to be located over a portion of PARTIAL VOGEL ROAD a bridge, hereinafter referred to as VOGEL BRIDGE. There is to be constructed approaches on each side of VOGEL BRIDGE. To the extent said approaches extend seventy-five (75) feet from the upper bank of the Stockfleth Ditch, such shall be known as PRIMARY APPROACHES. Any additional approaches necessary beyond PRIMARY APPROACHES shall be referred to as REMAINING APPROACHES.

The parties hereto are satisfied that COUNTY has prepared and completed the necessary design, plans and specifications in compliance with applicable building requirements and in

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satisfaction of applicable laws for the construction of VOGEL BRIDGE and PRIMARY APPROACHES.

The parties hereto are satisfied that EAST PARK and UNFRIED/MURPHY have prepared and completed the necessary design, plans and specifications in compliance with applicable building requirements and in satisfaction of applicable laws for the construction of PARTIAL VOGEL ROAD and REMAINING APPROACHES.

The parties hereto are satisfied that the parties obligated to construct PARTIAL VOGEL ROAD, VOGEL BRIDGE, PRIMARY APPROACHES AND REMAINING APPROACHES have sufficient funds available for the construction and completion of such.

It is in the best interest of the parties hereto that PARTIAL VOGEL ROAD, VOGEL BRIDGE, PRIMARY APPROACHES and REMAINING APPROACHES be constructed and the parties hereto have entered into this Agreement to set forth the terms and conditions relative to the acts to be performed in the construction and completion of this project.

#### EXECUTION AND RECORDING OF EASEMENTS

- 1. The parties hereto shall prepare, execute and record their respective easements as more particularly contemplated and described on the exhibits attached hereto.
- 2. In connection with the execution and recording of the CORRESSELL EXHIBIT, it is recognized that CORRESSELL shall have not less than two (2) curb cuts along the Northerly boundary of CORRESSELL'S real estate as it adjoins Vogel Road and not less than two (2) curb cuts along the Southerly boundary of CORRESSELL'S real estate as it adjoins PARTIAL VOGEL ROAD, said curb cuts being for access to PARTIAL VOGEL ROAD.
- 3. In connection with the execution and recording of EAST PARK and UNFRIED/MURPHY'S easements, EAST PARK and UNFRIED/MURPHY shall have access Northerly side of PARTIAL VOGEL ROAD and for access to the Southerly side of PARTIAL VOGEL ROAD as many curb cuts as permitted by the following formula:

Each curb cut shall be located at least fifty (50) feet from the Easterly and Westerly boundaries of EAST PARK and UNFRIED/MURPHY'S real estate. The center line of each curb cut shall be at least one hundred ten (110) feet from the center line of any other curb cut that is located on the same side of PARTIAL VOGEL ROAD.

4. In connection with the execution and recording of HIRSCH easements, HIRSCH shall have not less than two (2) curb cuts along the Northerly boundary of HIRSCH'S real estate as it adjoins Vogel Road and not less than two (2) curb cuts along the Southerly boundary of HIRSCH'S real estate as it adjoins PARTIAL

VOGEL ROAD, said curb cuts being for access to PARTIAL VOGEL ROAD.

- 5. It is specifically recognized that to the extent that pipe lines currently exist within any of the sewer easements that are to be dedicated that all parties to this Agreement shall have a right in the use of said easements to also use any pipe lines that are located within said easements. It shall be the duty and obligation of the owner of the real estate over which said easement exists to maintain any such pipe line or pipe lines.
- 6. To the extent that any party to this Agreement has an interest in real estate over which an easement is to be granted as hereinabove contemplated but is not designated as an owner of an interest in the real estate over which the easement is to be granted but in truth and fact does have an interest in said real estate, such party shall join in on any such easement as may be necessary in order to perfect the granting of such easement.

#### CONSTRUCTION

- 7. Within \_\_\_\_\_ days from the date of this Agreement COUNTY will commence and diligently prosecute to completion the construction of VOGEL BRIDGE and PRIMARY APPROACHES pursuant to the heretofore referred to design, plans and specifications.
- 8. Within \_\_\_\_\_ days from the date of this Agreement EAST PARK will commence and diligently prosecute to completion the construction of PARTIAL VOGEL ROAD and REMAINING APPROACHES pursuant to the heretofore referred to design, plans and specifications.
- 9. All construction shall be in compliance with all present and future laws, ordinances, rules, regulations and requirements of all federal, state, county and municipal governments, departments, commissions, boards and officers which may be applicable to said construction.

#### **MISCELLANEOUS**

- 10. DECEM does hereby pay to CORRESSELL the sum of Seven Hundred Fifty Dollars (\$750.00).
- 11. In the event there is any damage to any crops growing on CORRESSELL'S real estate beyond the location of the sixty (60) foot dedicated area, then DECEM and EAST PARK will obtain for CORRESSELL reimbursement from the contractor or other party who causes any such damage in connection with said construction. There will be no charge for any damage or removal of crops within the sixty (60) foot dedicated area, however.
- 12. COUNTY agrees that in the event said construction as contemplated herein is completed according to the terms of this Agreement, then COUNTY will assume the responsibility for the

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maintenance and repair of PARTIAL VOGEL ROAD, VOGEL BRIDGE, PRIMARY APPROACHES and REMAINING APPROACHES.

- 13. If for whatever reason there is a breach by any party to this Agreement, then any party to this Agreement who has dedicated an easement shall have the right to rescind said dedication within sixty (60) days after any such breach. Said right or rescission of said dedication shall be in addition to and not exclusive of such other rights and remedies under law that the parties hereto may have.
- 14. STUARD as a partner of EAST PARK does hereby approve and ratify this Agreement.

The undersigned county commissioners executing this Agreement represent and certify that the execution of this Agreement by said county commissioners is pursuant to and in compliance with all applicable laws, rules, ordinances and procedures imposed upon said county commissioners as such apply to this transaction.

The undersigned person executing this Agreement on behalf of DECEM represents and certifies that he is a duly elected officer of DECEM and has been fully empowered by proper resolution of the Board of Directors of DECEM to execute and deliver this Agreement; that DECEM has full corporate capacity to execute this Agreement; and that all necessary action for the execution of this Agreement has been taken and done.

The undersigned person executing this Agreement on behalf of EAST PARK represents and certifies that he is a duly elected officer of EAST PARK and has been fully empowered by proper resolution of the Board of Directors of EAST PARK to execute and deliver this Agreement; and that all necessary action for the execution of this Agreement has been taken and done.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this 32 day of \_\_\_\_\_\_\_, 1993.

COUNTY COMMISSIONERS OF VANDERBURGH COUNTY, INDIANA

Pat Tuley

Pac Ture

bonard Hunter

COUNTY

Board of Commissioners

OF THE

COUNTY OF VANDERBURGH 305 ADMINISTRATION BUILDING CIVIC CENTER COMPLEX EVANSVILLE, INDIANA 47708 PHONE (812) 426-5241

May 3, 1993

Ms. Marka Wildman
Local Transportation Section, Room N601
Division of Program Development
Indiana Department of Transportation
100 N. Senate Avenue
Indianapolis, Indiana 46204

Re: Construction Engineering Services

Lynch Road Phase I, Bridge over Pigeon Creek, and Bridge over Crawford-Brandels Ditch,

Vanderburgh County

Project Nos.: STP-MASTP-DSB-M-E 185 (1), Des. No.: 7920560; STP-E185(4), Des. No.: 7985835;

STP-E185(5), Des. No.: 7908365 BLA Project No.: 92-032-2

Dear Ms. Wildman,

Please find enclosed two copies of a revised page 1 of the 21 page boilerplate and pages 2-4 of the Appendix "D" for the Construction Engineering Services agreement for the above referenced project. We have changed the project description on Page 1 of the boilerplate to include the bridge project numbers and des. nos., per your instructions. We have also amended the Appendix "D" to include the percentage ratios.

Please replace the corresponding pages in the original agreements with the enclosed revised pages.

Feel free to call me should you have any questions.

Sincerely,

**BOARD OF COUNTY COMMISSIONERS** 

VANDERBURGH COUNTY

Richard J. Borries

President

Enclosures: 2 - Page 1 of the Bollerplate

2 - Amended Appendix "D"

#### AGREEMENT

| THIS AGRE                | EMENT is made and ento | ered into       | April    | 26.                                   |
|--------------------------|------------------------|-----------------|----------|---------------------------------------|
| 19 <u>93</u> , by and be | tween the County of    | Vanderburghting | by and   | through the                           |
| Board of Commi           | ssioners,              | hereinafter ref | erred to | as the "LOCAL                         |
| PUBLIC AGENCY", and      |                        |                 |          |                                       |
|                          | Bernardin, Lochmuelle  | er & Associats. | Inc.     |                                       |
|                          | 20 NW Fourth Street.   | Suite 606-Hulma | n Buildi | ng                                    |
|                          | Evansville, Indiana    | 47708           |          |                                       |
| hereinafter referred     | i to as the "CONSULTAN | T".             |          | · · · · · · · · · · · · · · · · · · · |

WITNESSETH

WHEREAS, the LOCAL PUBLIC AGENCY desires to contract for:

Construction Engineering Services

WHEREAS, the CONSULTANT has expressed a willingness to perform:

Construction Engineering Services

NOW, THEREFORE, the parties hereto agree that said CONSULTANT shall provide the services and documents, hereinbefore and hereinafter described, in relation to the following described project or projects:

Lynch Road Phase I. Project No.: STP-MASTP - DSB-M-E 185(1). Des. No. 7920560

From Oak Hill Road to Burkhardt Road in Vanderburgh County, Indiana, a distance of 2.0 miles. The project includes grading of the roadway.

Structure No. Vanderburgh 10244, Project No. STP-E185(4), Des. No.: 7985835

Bridge over Pigeon Creek

Structure No. Vanderburgh 10707, Project No. STP-E185(5), Des. No.: 7908365

Bridge over Crawford-Brandeis Ditch

Page 1 of 21 pages

92-032-2

#### AGREEMENT

| 993, by and be     | tween the County o | f Vanderburghtin | ng by   | and th  | hrough | the  |
|--------------------|--------------------|------------------|---------|---------|--------|------|
| Board of Commi     | ssioners           | _, hereinafter : | eferred | l to as | the "L | OCAL |
| UBLIC AGENCY", and |                    |                  |         |         |        |      |
|                    |                    |                  |         |         |        |      |
|                    | Bernardin, Lochmue | ller & Associate | . Inc.  |         |        |      |
|                    | Bernardin, Lochmue |                  | ·       | ilding  |        |      |

WITNESSETH

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Construction Engineering Services

WHEREAS, the CONSULTANT has expressed a willingness to perform:

Construction Engineering Services

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Lynch Road Phase I, Project No.: STP-MASTP - DSB-M-E 185(1), Des. No. 7920560

From Oak Hill Road to Burkhardt Road in Vanderburgh County, Indiana, a distance of 2.0 miles. The project includes grading of the roadway.

Structure No. Vanderburgh 10244, Project No. STP-E185(4), Des. No.: 7985835

Bridge over Pigeon Creek

Structure No. Vanderburgh 10707, Project No. STP-E185(5), Des. No.: 7908365

Bridge over Crawford-Brandeis Ditch

Page | of 21 pages

reimbursement thereof.

- 3. The total amount of the fixed fee is \$\_72,004.00
- 4. The total compensation for Section A(1), (2) and (3) of this Appendix "D" shall not exceed \$\frac{603.157.00}{}\$ unless approved in writing by the LOCAL PUBLIC AGENCY, Indiana Department of Transportation and Federal Highway Administration.
- 5. A breakdown of the estimated costs for the project is as follows:

| Base Payroll Cost                      | \$ 186,173.00        |
|--|----------------------|
| Payroll Burden and General Overhead    |                      |
| @ <u>157.84%</u>                       | \$ <u>293.855.00</u> |
| Estimated Total Labor & Overhead Costs | \$_480,028.00        |
| Fixed Fee                              | \$ 72,004.00         |
| Direct Non-Salary Costs                | \$ 33,946.00         |
| Overtime Premium                       | \$ <u>17,179.00</u>  |
| TOTAL                                  | \$ 603,157.00        |

6. All costs including Fixed Fee attributed to this contract shall be allocated to the respective project according to the following percentage ratio:

| Project No.                      | Project<br><u>No.</u>        | Des. No.                   | <u>Percent</u>   | Estimated Construction Cost    |
|----------------------------------|------------------------------|----------------------------|------------------|--------------------------------|
| Road Grading<br>Pigeon Creek Br. | STP-M-E185(1)<br>STP-E185(4) | 7920560<br>798583 <b>5</b> | 56.52%<br>33.06% | \$3,289,882.00<br>1,924,462.64 |
| Crawford-<br>Brandeis Ditch      | STP-E185(5)                  | 7908365                    | 10.42%           | 606.710.88                     |
|                                  |                              |                            | 100.00%          | \$5,821,055.52                 |

#### B. Method of Payment

 Payment shall be made monthly to the CONSULTANT upon submission to the LOCAL PUBLIC AGENCY of an invoice, including an amount of the Fixed Fee

Page 2 of 4 Pages

arrived at by taking a ratio of the accumulative monthly labor cost to the total labor cost as estimated above and multiplying this ratio by the total Fixed Fee. From the partial payment computed each month, there shall be deducted all previous partial fee payments made to the CONSULTANT.

- 2. Should the scope of the work be modified or this Agreement terminated for any reason, the direct costs incurred by the CONSULTANT will be reimbursed and a revised amount of the Fixed Fee to be paid shall be negotiated between the parties to this Agreement to reflect the changes in the scope, extent and character of the services to be furnished by the CONSULTANT from those contemplated for full completion of the Agreement, had the scope of work not been adjusted or the Agreement terminated.
- 3. If, prior to the satisfactory completion of the services under this Agreement, for any reason the total of the direct and indirect costs incurred by the CONSULTANT is within five percent (5%) of the maximum amount payable, the status will be evaluated. Adjustments to the maximum amount payable provided for by this Section will not affect the Fixed Fee shown in Section A(3) of this Appendix "D."
- 4. It is the policy of the Indiana Department of Transportation that Project Representatives and/or Inspectors be on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity. In order for the contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day, and more than a 5-day week. This in turn, may require the Resident Project Representative and Inspectors to work over 40 hours per week. Should this become necessary, then Overtime

Page 3 of 4 Pages

Premium shall be paid on this project at the rate of 1.5 times the actualhourly rate for all hours worked on this project by the Project Representative and Inspectors over 40 hours per week.

reimbursement thereof.

- 3. The total amount of the fixed fee is \$ 72,004.00
- 4. The total compensation for Section A(1), (2) and (3) of this Appendix "D" shall not exceed \$\frac{603.157.00}{}\$ unless approved in writing by the LOCAL PUBLIC AGENCY, Indiana Department of Transportation and Federal Highway Administration.
- 5. A breakdown of the estimated costs for the project is as follows:

| Base Payroll Cost                      | \$ <u>186,173.00</u> |
|--|----------------------|
| Payroll Burden and General Overhead    |                      |
| @ <u>157.84%</u>                       | \$ <u>293.855.00</u> |
| Estimated Total Labor & Overhead Costs | \$ <u>480,028.00</u> |
| Fixed Fee                              | \$_72,004.00         |
| Direct Non-Salary Costs                | \$ 33,946.00         |
| Overtime Premium                       | \$ <u>17.179.00</u>  |
| TOTAL                                  | \$ 603,157.00        |

6. All costs including Fixed Fee attributed to this contract shall be allocated to the respective project according to the following percentage ratio:

| Project No.                                   | Project<br><u>No.</u>        | Des. No.                   | <u>Percent</u>   | Estimated<br>Construction Cost |
|---|------------------------------|----------------------------|------------------|--------------------------------|
| Road Grading<br>Pigeon Creek Br.<br>Crawford- | STP-M-E185(1)<br>STP-E185(4) | 7920560<br>798583 <b>5</b> | 56.52%<br>33.06% | \$3,289,882.00<br>1,924,462.64 |
| Brandeis Ditch                                | STP-E185(5)                  | 7908365                    | 10.42%           | 606,710.88                     |
|   |                              |                            | 100.00%          | \$5,821,055.52                 |

#### B. Method of Payment

 Payment shall be made monthly to the CONSULTANT upon submission to the LOCAL PUBLIC AGENCY of an invoice, including an amount of the Fixed Fee

Page 2 of 4 Pages

arrived at by taking a ratio of the accumulative monthly labor cost to the total labor cost as estimated above and multiplying this ratio by the total Fixed Fee. From the partial payment computed each month, there shall be deducted all previous partial fee payments made to the CONSULTANT.

- 2. Should the scope of the work be modified or this Agreement terminated for any reason, the direct costs incurred by the CONSULTANT will be reimbursed and a revised amount of the Fixed Fee to be paid shall be negotiated between the parties to this Agreement to reflect the changes in the scope, extent and character of the services to be furnished by the CONSULTANT from those contemplated for full completion of the Agreement, had the scope of work not been adjusted or the Agreement terminated.
- 3. If, prior to the satisfactory completion of the services under this Agreement, for any reason the total of the direct and indirect costs incurred by the CONSULTANT is within five percent (5%) of the maximum amount payable, the status will be evaluated. Adjustments to the maximum amount payable provided for by this Section will not affect the Fixed Fee shown in Section A(3) of this Appendix "D."
- 4. It is the policy of the Indiana Department of Transportation that Project Representatives and/or Inspectors be on the construction site whenever the Contractor is engaged in any activity requiring inspection or testing concurrent with the construction or activity. In order for the contractor to comply with the Contract Plans and Specifications and complete the work within the time required, it is often necessary for the Contractor to work more than an 8-hour day, and more than a 5-day week. This in turn, may require the Resident Project Representative and Inspectors to work over 40 hours per week. Should this become necessary, then Overtime

Page 3 of 4 Pages

Premium shall be paid on this project at the rate of 1.5 times the actualhourly rate for all hours worked on this project by the Project Representative and Inspectors over 40 hours per week.

Page 4 of 4 Pages

#### KOESTER CONTRACTING CORPORATION — PAVING DIVISION 14649 Highway 41 North, Evansville, IN 47711

Phone: 812-867-6635 Fax: 812-867-2302 PROPOSAL

Date: April 30, 1993

Proposal Submitted to:

Mr. Gary Kercher

Vanderburgh Co. Engineer's Office

Job #1074

Sheet No: 1

Work to be performed at Wimberg Road & Happel Drive Change Order to VC 92-10-02 Structure Replacement & Widening

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Reconstruction of the intersection of Wimberg Road & Happel Drive including approx. 250' of widening along the south edge of the existing pavement and placement of 2 pipe structures across Wimberg Road. The work is further described as and includes Mobilization, Clearing Right of Way, Construction Engineering, Grubbing, Furnish and Install Borrow, Fine Grading, 24" Pipe Removal and Installation, Pipe Removal and installation of 6'-1" x 4'-7" Pipe, B-Borrow Backfill, 5" HAC #5D Base for widening and Pipe Trench Patching and 170' of Bit Curb.

Note: The proposed price is based on the above scope of work and the following conditions.

- 1) County to furnish Haul off Trucks and Disposal Site
- 2) County to furnish 24" & Arch Pipe delivered to job site
- 3) Pipe to be backfilled w/B-Borrow under Roadway only
- 4) Waterline relocation by County if required
- 5) County to furnish all signs and barricades
- 6) Price based on work being done in conjunction with resurfacing of Wimberg Road by Koester Farms
- 7) Seeding or Sodding is not included.

Proposed Price - \$13,750.00

All material is guaranteed to be as specified, and the above work to be performed in accordance with the Indiana Department of Transportation Specifications and completed in a substantial workmanlike manner with payment upon completion.

Respectfully Submitted by Koester Contracting Corp.

Per: Greg Head

Max

Note — This proposal may be withdrawn by us if not excepted within 30 days. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above estimate. All agreements contingent upon strikes, accidents or delays beyond our Control Owins' to carry fire, tornado and other necessary insurance upon above work.

#### ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date 1124 1993

Signature

**Return Copy** 

#### **KOESTER CONTRACTING CORPORATION – PAVING DIVISION** 14649 Highway 41 North, Evansville, IN 47711

Phone: 812-867-6635 Fax: 812-867-2302 **PROPOSAL** 

Date: April 30, 1993 Proposal Submitted to:

Mr. Gary Kercher

Vanderburgh Co. Engineer's Office

Sheet No: 1

Job #1074 Work to be performed at Wimberg Road & Happel Drive

Structure Replacement & Widening

Change Order to VC 92-10-02

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Respectfully Submitted by Koester Contracting Corp.

Per: Greg Head

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The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date /// 2 , 1993

Signature

Return Copy

# Vanderburgh County Engineering Department

715-A Locust Street - Evansville, Indiana 47708 Telephone: (812)424-9603

#### InterOffice Memo

To:

John Stoll

From:

Gary Urban Kercher

Date:

April 30, 1993

Subject:

White Pine Drive

At your request, I inspected White Pine Drive on April 29 to determine the requirements to upgrade the road for acceptance. White Pine Drive runs northwest off Mill Road approximately 0.2 miles west of Mesker Park Drive. The road was constructed around 1984 in West Mill Subdivision for Edgar Willis. The road was not, to our knowledge, accepted by the County for maintenance and the current property owners requested this inspection to get an idea of the work required. I have attached a copy of the owners certificate from the recorded plat which is currently on file at the Area Plan Commission.

#### White Pine Drive current conditions:

- Existing Right of Way: According to the recorded plat, a 70' easement lies along the northern boundary of the property to serve as a drainage and road easement.
- Gravel in good condition (approximately six inches deep).
- Average width is 16' with two feet of earth shoulders on both sides. Length is approximately 1360'.
- Intersection with Mill Road has good geometrics, however, portions of the road are outside the apparent rights of way for Mill Road and White Pine Drive.
- No provision for turn around at dead end.
- At least one roof drain crosses under road.
- Culvert along Mill Road is severely corroded.
- Large natural creek meanders within the 70' easement and, in spots, creating erosion problems.

The requirements that I feel are absolutely necessary for the upgrade are as follows:

- Remove the "Private Drive" sign.
- Install cross 12" pipe at 6520 White Pine Drive with inlet and roof drain tie in. Repair embankment between road and ditch to eliminate sink holes and erosion.
- Regrade ditch from approximately 6400 White Pine Drive to Mill Road to ensure adequate drainage.

- Widen to 18' and pave with 3" asphalt (2" base with 1" surface). Pave radii at Mill Road
- Replace culvert at intersection. (Check drainage area to size pipe)
- Define responsibilities pertaining to the creek. The County will probably not want to be responsible for the maintenance of the creek.
- Locate existing property corners to verify right of way location.

The recorded plat states that the easement is for drainage as well as roadway. It may be necessary to define a 50' right of way for White Pine Drive. Also, although the widening can be done with relative ease, the Commissioners may require curbs. These concerns will need to be addressed with the Commissioners.

CC: Richard J. "Rick" Borries
Patrick Tuley
Don L. Hunter
Road File

A Subdivision of bart of the Southeast granter a.

described as follows: Beginning at a bo
West of the Southeast corner thereof; thence
N-29°58·00°W for 258·31 feet; themo N-31°32
thane N-53°38°50°W for 673·56 feet to a pothance N-01°11°34°E along the said West line
of said Seaton 34; thence N-88°41°42°E al,
for 817.14 feet, thence S-62°34°00°E for 167.
for 300·30° feet to the blace of beginning

# OWNERS CERTIFICATE

CANTE CO!



# Three I Engineering Inc.

Engineers/Architects 812-423-6800

P.O. BOX 6562 • 2425 W. INDIANA ST. • EVANSVILLE, IN 47719

RICHARD BROERMAN, P.E. RICHARD ROE, P.E. THOMAS SOLECKI, A.I.A. DAVID TIEKEN, P.E. STEVE WUNDERLICH, P.E.

April 27, 1993

Vanderburgh County Commissioners Martin Luther King Boulevard Civic Center Complex Evansville, Indiana

Dear Sirs,

The Hood Subdivision located on Schenk Road between St. Joseph Avenue and Old Orchard Road, consists of five buildable lots that range in size from five to nine and one-half acres. The lots are on rolling hills and are served by an access right of way with a privately maintained crushed stone roadway.

The Area Plan Commission contacted us and requested information about sidewalks. Sidewalks in this particular instance would seem an undue expense with no benefits, since they would serve so few lots and would be constructed next to a crushed stone road.

I am requesting therefore that the Commissioners waive the sidewalk requirements for the rural subdivision.

Thank you for your assistance.

Sincerely,

THREE I ENGINEERING, INC.

Don R. Adler, P. E.

DRA/ke

cc: Tony Hood

# Vanderburgh County Engineering Department

715-A Locust Street - Evansville, Indiana 47708 Telephone: (812)424-9603

## VANDERBURGH COUNTY ENGINEERING DEPARTMENT

AGENDA FOR MAY 3, 1992

Wogel Road extension agreement and street plans -

bridge

Winberg Road change order for \$13,750

SIGECO reimbursable utility agreement for the USI Interchange

Construction Engineering Agreement with Bernardin, Lochmueller & Associates for the USI Interchange for \$540,999

Supplemental Agreement for the design of Eickhoff-Koressel Road /for \$6,512

Hood Subdivision sidewalk waiver

Renovation plans for Bridge 214 on Darmstadt Road

Revisions to Lynch Road construction engineering agreement ...

Requirements for White Pine Drive to be upgraded for County Acceptance

#### CITY/COUNTY UTILITY REIMBURSEMENT AGREEMENT

| THIS AGREEMENT, made and entered into this 3            | day of A.D. 19                    |
|---|-----------------------------------|
| by and between Vanderburgh Board of Co. Comm.           |                                   |
| 305 Civic Center Complex                                | (hereinafter referred to as the   |
| and the Southern In. Gas & Elec. Co. Zo N.W. Fourth St. | LPA),                             |
| Evansville IN 47741 (hereina                            | after referred to as the Utility) |

#### WITNESSETH:

WHEREAS, the <u>LPA</u> desires to make certain highway improvements, Eichoff & SR62:

consisting of projects for the construction of <u>USI Interchange</u> and the reimbursable utility work thereon is to be designated as Project <u>C-E180 (1)</u>, and,

WHEREAS, the State of Indiana through the Indiana Department of Transportation hereinafter referred to as "State," has agreed to recommend approval of this project to the Federal Highway Administration for construction with funds apportioned to the State under Public Law #85 as found in Title 23, United States Code and Acts amendatory thereof and supplementary thereto, and,

WHEREAS, the State will award the contract and supervise the construction of the project and act as Liaison agent for the \_\_\_\_ with the Federal Highway - Administration, and,

WHEREAS, due to the said highway construction, certain adjustments, removals, alterations and relocations of the existing facilities of the Utility, will have to be made as shown on Exhibit "A" attached hereto and by this referece made a part of this agreement, and,

WHEREAS, it is necessary for the parties hereto to comply with the applicable terms and provisions of the Federal Highway Administration's Federal-Aid Highway Program Manual Volume 6, Chapter 6, Section 3, Subsection 1 (hereinafter called FHPM 6-6-3-1) dated September 6, 1985, and Federal-Aid Highway Program Manual Volume 6, Chapter 6, Section 3, Subsection 2 (hereinafter called FHPM 6-6-3-2) dated

Page 1 of 7 pages

September 6, 1985, in order to obtain Federal participation in the payment of the costs involved herein, and,

WHEREAS, it is in the best interests of the Utility and the <u>LPA</u>, for the Utility to make the necessary adjustments, removals, alterations and/ar relocations of its existing facilities as shown on Exhibit "A" with the Utility's regular construction and maintenance forces, or by a contractor paid under a contract let by the Utility.

NOW, THEREFORE, for and in consideration of the mutual covenants herein recited, the Utility and the <u>LPA</u> do herein agree as follows:

SECTION I. The Utility with its regular construction or maintenance crew and personnel, at its standard schedule of wages and working hours, or by an approved contractor as set forth in Paragraph 9 of FHPM 6-6-3-1, will make the necessary adjustments, removals, alterations and/or relocation in its existing facilities as shown on Exhibit "A". The preliminary estimated cost thereof is \$ \( \frac{67,672,32}{67,672,32} \) as shown on the estimate attached hereto, marked Exhibit "B", and prepared in accordance with Paragraph 10 of FHPM 6-6-3-1 which said Exhibit "B" is hereby made a part of this agreement.

Exhibit "B" upon presentation of itemized bills to the <u>LPA</u> from the Utility; said itemization being shown and said costs being computed by and in accordance with the methods and procedures set forth in Paragraph 10 of FHPM 6-6-3-1. The Utility accounts and the accounts and records of any contractor or subcontractor involved in carrying out the purpose of work shall be kept in such manner that they may be readily audited and actual costs determined, and such accounts shall be available for audit by auditors of the Indiana Department of Transportation, and the Federal-Highway Administration for a period of not less than three (3) years from date final payment has been received by the Utility in accordance with Paragraph 10.i.(3) of FHPM 6-6-3-1.

Should the occumulated costs of the work materially exceed the

Exhibit "B" preliminary estimated costs, due to conditions not known or anticipated at the time of estimate preparation, and no substantial change in the scope of work, method of installation, change in location, or other changes of similar nature has taken place, the Utility shall notify the <u>LPA</u> in writing of such fact and the reasons therefor as promptly as possible.

The payments to the Utility will be made on the basis hereinafter set forth;

Progress or Final Billing. The Utility may submit progress billings reflecting the actual cost incurred or it may submit a final billing upon completion of the project. It is agreed that progress payments be made by the <u>LPA</u> to the Utility for not more than ninety-five percent (95%) of the total amount of work done as shown on monthly statements or when the amount due the Utility equals \$1,000.00 or more, said progress billing to be paid within sixty (60) days of receipt. It is further agreed that upon receipt of a final bill, prepared in the same format as the estimate Exhibit "B", the Utility shall be reimbursed for such items of project work, project expense, and project retainage within ninety (90) days after issuance of the audit report.

Provided, however, that all relevant books, records and accounts of the Utility and the accounts and records of any contractor or subcontractor involved in carrying out the proposed work to which a payment for a relocation has been made by the LPA, shall be audited by the State and the Utility following such audit shall delete those items from the final bill or refund that portion of the payment for which it is not entitled to reimbursement. The billing shall be compatible with the format as used in Exhibit "B."

SECTION III. The Utility shall not start work on the work contemplated by this Agreement until written notice has been given to the Utility by the <u>LPA</u> that the work has been authorized and that funds are available to reimburse the Utility, nor until a satisfactory starting date has been established with the appropriate District Engineer

- of the State.

SECTION IV. FHPM 6-6-3-1 and FHPM 6-6-3-2 form an essential part of this Agreement, and terms or provisions of this Agreement shall in no way abrogate or supersede the terms or provisions set forth in said FHPMs provided, however, notwithstanding said terms and conditions, the <u>LPA</u> shall reimburse the Utility for the work or expense shown on Exhibit "B" and all other work or expense performed or incurred pursuant to the written direction of the <u>LPA</u>.

SECTION V. The Utility, its contractor and subcontractors, if any shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his race, color, religion, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the contract.

SECTION VI. The Utility for itself, its employees, agents and representatives, shall indemnify, protect and save harmless the County of Vander burgh and the State of Indiana from and against any and all legal liabilities and other expenses, claims, costs, losses, suits or judgments for damages, or injuries to or death of persons or damage to or destruction of property (hereafter "Claim"), arising out of intentional tortious acts of or arising out of the contributing or sole negligence of the Utility, its employees or agents or contractors, in relation to or in connection with any work performed or to be performed pursuant to this Agreement, provided, however, that where said LPA.

IN Dept. of Transportation or the State of Indiana, is guilty of negligence with respect to the occurrence or occurrences giving rise to the Claim, the Utility shall have no duty to indemnify, protect, or save harmless the LPA. Indiana Department of Transportation, and the State of Indiana.

IN WITNESS HEREOF, the parties hereto separately and severally have caused this instrument to be executed in their respective names by and through their duly authorized officers.

| THE UTILITY:                                  | ATTEST:  |    |
|---|--|----|
|   | •  |    |
| (Utility Name)                                | (Secretary of Utility-Signature)   |    |
|   | and the second s |    |
| (Signature of Officer)                        | (Secretary's Name Printed or Typed)  |    |
| (Officer's Name Printed or Typed)             |  |    |
| (Officer strainer times of Types)             |  |    |
|   |  |    |
| (Officer's Position)                          |  |    |
| ACKNOWI                                       | EDGMENT  |    |
| State ofC                                     | ounty of   | SS |
| Before me, the undersigned Notary Public in   | n and for said County, personally  |    |
| appeared                                      |  |    |
| (Names and offices                            | of signers of Utility)   |    |
| (Name o                                       | of Utility)  |    |
| and acknowledged the execution of the fore of | going contract on this day   |    |
| Witness my hand and seal the said last day.   |  |    |
| My Commission Expires                         | (Signature)  |    |
|   | (Printed<br>or Typed)  | _  |
|   | (Notary Public)  |    |

Page 5 of 7

| Signature  Richard J. Bonnies, President  (Print or Type Name and Title)   |
|--|
| Signature  Parkick Tuley Vice President  (Print or type Name and Title)  |
|  |
| Signature Stanto   |
| (Print or Type Name and Title)  ATTEST:  Sam - Members  ATTEST:  |
| Additor  |
| (Print or Type Name)   |
| <u>ACKNOWLEDGMENT</u>  |
| STATE OF INDIANA   |
| COUNTY OF Campleseburgh  |
| On this 3 day of   |
| Witness my hand and seal this 3, day of , 1993  My Commission Expires:  NOTARY FUDIC STATE OF DIDIANA  VALIDERBURGH COUNTY  MY COMMISSION DEFINITIONS  Notary Public |
| My County of Residence:  |
| Vanderburgh Joanne A. Marthews (Printed)   |
|  |

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#### **ADMINISTRATION BUILDING**

1 S.E. Ninth Street, Evansville, IN 47708 Telephone (812) 426-5053

April 28, 1993

Mr. Richard Borries President of County Commissioners Civic Center Complex Evansville, IN 47708

Dear Mr. Borries:

The Evansville Athletic Council respectfully request that you consider waiving the rental fee for the second annual Sports Appreciation Picnic to be held at Burdette Park on Wednesday, August 18, 1993.

Arrangements for the use of Bishea Building on that date have been cleared with Mr. Mark Tuley, park manager. Thank you.

Sincerely,

Michael E. Madriaga Supervisor of Athletics, Physical Education, and

**Driver Education** 

MEM/lh

#### REQUESTED

Vanderburgh County 1993 County Highway Garage Paving List

|  | Preliminary 03/15/93 (REVISED 04/05/93)  |                        |                                 |                         |   |                  |  |  |
|--|--|------------------------|---------------------------------|-------------------------|---|------------------|--|--|
| Road Name                              | Area under Consideration   | Type/<br>Cond.         | Width<br>LFT                    | Length                  | Summary of Conditions and Propo<br>Description of Work      | sed              |  |  |
| 12th Ave.                              | Sheridan Rd, to Dead End and<br>Allens Lane to Hobart Ave.   | ASPH                   | 32'                             | 2070                    | I" BASE . I'SURFACE   | 17020.           |  |  |
| Allens Lane                            | St. Joseph Ave. to City Limits   | АЗРН                   | 22,                             | <del></del>             | 2" BASE 1.5" SURFACE  | 40102.           |  |  |
| Barberry Lane                          | Darmstadt Rd. Dead End   | ASPH<br>Rock           | 18                              | 866'                    | 2"BASE I"SURFACE  | 5 3.             |  |  |
| Barton Lane                            | Mesker Park Dr. to Dead End  | ASPH                   | (OI)                            | 2,105                   | 2"BASE I"SURFACE  | 8992.°           |  |  |
| Bergdolt Rd.                           | Oak Hill Rd. to City Limits  | ASPH                   | 24'                             | 1,4 20.                 | 2" BASE 1.5"SURFACE   | 13.275.          |  |  |
| Big Schaeffer Rd.                      | Mohr Rd. to Orchard Rd.  | ASPH                   | 20'                             | 13,113'                 | 2" BASE 1.5" SURFACE  | 116,106          |  |  |
| Boonville New<br>Harmony Rd.           | U.S. 41 to Browning Rd.  | ASPH                   | 22'                             | 7320                    | - 1.5 "SURFACE  | 2 <i>7000.</i> ' |  |  |
| Buena Vista Ave.                       | 12th Ave to Dead End   | CONC.                  | 26'                             | 853'                    | 2"BASE I"SURFACE  | 8961.            |  |  |
| Colonial Garden Dr.                    | Old Boonville Hwy. to Dead End   | ASPH                   | (14)<br>(14)                    | 2,460                   |   | 11.158           |  |  |
| County Line Rd East                    | Millersburgh Road to Bridge #81  | ROCK                   | 16                              | 592 <i>0</i>            | 2"BASE 1.5"SURFACE  | 36,52            |  |  |
| Denzer Rd.                             | New Harmony Rd. to County  Line  |                        |                                 |                         |   |                  |  |  |
| Frontage Rd.  Hillsdale Rd.            | Posey County Line to State Road 65 Old State Rd. to Browning Rd.   | ASPH                   |                                 | Ì300.                   |   | 21.511.0         |  |  |
| Kissel Road                            | Fischer and to Schaeffer Rd.   | ASPH                   | (14)                            | <del>' ,</del>          | 2" BASE 1.5" SURFACE  | 53.50<br>93.40.  |  |  |
| Middle Mt. Vernon                      | City Limits to 200' west of Boene  | ROCK                   | 18                              | ,130<br>4982            | 2"BASE I"SURFACE  | 5' Z             |  |  |
| Rd.<br>Myrtle Dr.                      | Camp Rd. Allens Lane to Dead End   | ASPH                   | 2/27                            | ļ <u> </u>              |   | 1584.0           |  |  |
| New Maple Rd.                          | Evergreen Rd. to Dead End  | AS PH                  | 18                              | 820.                    | I"BASE 2"SULFACE  | 5543.            |  |  |
| Ridgewood Rd.                          | Selzer Rd. to Dead End   | 7.3                    |                                 | 020.                    | L BIBL I SULTINGE   |                  |  |  |
| Rosenberger Ave.                       | City Limits to Hogue Rd.   | ASPH                   | 20                              | 740                     | 2" BASE 1.5" SURFACE  | 7100.0           |  |  |
| Seib Rd                                | Orchard Rd. to Dead End  |                        |                                 |                         |   |                  |  |  |
| Sheridan Ave.                          | St. Joseph Ave. to Dead End  | CONC                   | 26'                             | 1,405                   | 2" BASE I" SURFACE  | 21.46            |  |  |
| Staub Lane                             | Mesker Park Dr. to Dead End  | ROCK                   | (14)                            | 1,388                   |   | 7537.            |  |  |
| Wimberg Rd.                            | St. Joseph Ave. to Rail road overpass  | ASPH                   | (18)<br>20                      | 3300                    | 2"BASE IS"SUR FACE  | 32.850           |  |  |
| Woods Ave.                             | Upper Mt. Vernon to Iglehardt Ave  | ASPH                   | 16                              | 1944                    | 2" BASE 1.5" SURFACE  | <i>15387</i>     |  |  |
| Sheridan Ave.  Staub Lane  Wimberg Rd. | St. Joseph Ave. to Dead End  Mesker Park Dr. to Dead End  St. Joseph Ave. to Rail road overpass  Upper Mt. Vernon to Iglehardt Ave | CONC.<br>ROCK.<br>ASPH | 26'<br>(14)<br>16<br>(18)<br>20 | 1,405<br>1,388<br>3,300 | 2" BASE I" SURFACE 2" BASE I" SUR FACE 2" BASE IS" SUR FACE | 2<br>7:<br>32    |  |  |

Cyprus Dale Rd. -Roth Rd. -

\*

FILE: PAVE93-H.DOC

518,489.

Date \_

VANDERBURGH COUNTY, INDIANA

A claim to be properly itemized, must show: Kind of service, where performed, dates service rendered, by whom, rate per day, number of hours, rate per hour, price per foot, per yard, per hundred, per pound, per ton, etc.

| VENDOR NAM  |   | #         | <del>7</del> , |
|---|---|-----------|----------------|
| On Account of Approp                                | riation for <u>203-3930</u> CONT  | RACTUAL S | VC             |
| Invoice No.   | Itemized Claim  | Amount    |                |
| #32   | AS PER CONTRACT:  |           |                |
|   | ,   |           |                |
|   | 30 Hrs @4/2/hr  | 360       | 20             |
|   |   |           |                |
|   |   |           | _              |
|   |   |           |                |
|   |   |           | -              |
|   |   |           |                |
|   |   |           |                |
|   |   |           | -              |
|   |   |           |                |
|   |   | # 360     | න              |
|   | ons and penalties of Chapter 155, Acts of 1953,   | <u>.</u>  | 1              |
| hereby certify that the failowing all just credits, | oregoing account is just and correct, that the amount and that no part of the same has been paid. | Custo     | e, and         |
|   |   | Name      |                |
|   |   | Title     |                |
|   |   | ·         |                |

A claim to be properly itemized, must show: Kind of service, where performed, dates service rendered, by whom, rate per day, number of hours, rate per hour, price per foot, per yard, per hundred, per pound, per ton, etc.

| VANDERBURGH COU        | NTY, INDIANA  |                    | ,        |
|------------------------|---|--------------------|----------|
| VENDOR NAM             | IE CHARLES W. TUSTON  | # 11008            | 94Z      |
| On Account of Approp   | Printion for 203-3930 CONTRAC   | THE SU             | <u>3</u> |
| Invoice No.            | a Itemized Claim  | Amount             |          |
| #33                    | AS PER CONTRACT   |                    |          |
|                        |   | 4                  |          |
|                        | 28 hrs @ \$12/hr  | #336               | 00       |
|                        |   | <del> </del>       |          |
|                        | <del>                                     </del>  | <del> </del>       | $\vdash$ |
|                        |   |                    | +        |
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|                        |   |                    | $\vdash$ |
|                        |   |                    | +        |
|                        |   | # 336              | 00       |
| Durawant to the anadal | and parelties of Chapter 155. Acts of 1052  |                    |          |
|                        | ons and penalties of Chapter 155, Acts of 1953,   |                    | ١        |
|                        | foregoing account is just and correct, that the amount clain, and that no part of the same has been paid. | ned is legally due | e, atter |
|                        | Chalm W. C  | Zto                |          |
|                        | Name  |                    |          |
|                        | Title   |                    |          |
|                        | 10  | 7.2                |          |

aim to be properly itemized, must show: Kind of service where performed, dates service rendered, by whom, rate per day, number hours, rate per hour, price per foot, per yard, per hundred, per pound, per ton, etc.

anderburgh County, Indiana

Bernardin, Lochmueller & Associates, Inc. To 20 NW Fourth Street, Suite 606, Evansville, IN 47708 Dr.

n Account of Appropriation For .. 203-43.45

| 19 . 93 |  | Order<br>Number | ITEMIZED CLAIM   |  |   |          |   |   | der ITEMIZED CLAIM       |   |  |  |  |  | ts. |  |
|---------|--|-----------------|--|--|---|----------|---|---|--------------------------|---|--|--|--|--|-----|--|
| ril     | 22   | 11              | Fee due for Preliminary Engineering for Design of Ohio     |  | 3 | 6        | 9 | 5 | 47                       |   |  |  |  |  |     |  |
|         |  |                 | Street Bridge #3C over Pigeon Creek & Ohio Street & Fulton |  |   |          |   |   |                          |   |  |  |  |  |     |  |
|         |  |                 | Avenue Intersection. INDOT Project No.: BRM-480().         |  |   |          |   |   |                          |   |  |  |  |  |     |  |
|         |  |                 | Invoice No.: 91-068-1(11).                                 |  |   |          |   |   |                          |   |  |  |  |  |     |  |
|         |  |                 |  |  |   |          |   |   |                          |   |  |  |  |  |     |  |
|         |  |                 |  |  |   | П        |   |   |                          |   |  |  |  |  |     |  |
|         |  |                 |  |  |   | П        |   |   |                          |   |  |  |  |  |     |  |
|         |  |                 |  |  |   |          |   |   |                          |   |  |  |  |  |     |  |
|         |  |                 |  |  |   | П        |   | , |                          |   |  |  |  |  |     |  |
|         |  |                 |  |  |   |          |   |   |                          |   |  |  |  |  |     |  |
|         |  |                 |  |  |   |          |   |   |                          |   |  |  |  |  |     |  |
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|         | and the state of the state of the state of |                 |  |  | - | and some | - | - | Control with the Control | - |  |  |  |  |     |  |

Pursuant to the provisions and penalties of Chapter 155, Acts of 1953,

hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, nd that no part of the same has been paid.

April 22,

Secretary Thomas G. Bernardin, Title

| Intersection Field Survey. \$6,554.00 x 0.0% Complete \$13,575.00 x 0.0% Complete \$13,575.00 x 0.0% Complete Traffic Signal Design & Plans: \$7,713.00 x 0.0% Complete \$7,713.00 x 0.0% Complete Total Accumulated Direct Cost | 3 B S | 0.00                       | 0.0% | 0.00<br>0.00<br>0.00<br>\$3,695.47 |
|--|-------|----------------------------|------|------------------------------------|
| SUBTOTAL   |       | \$64,333.01<br>(60,637.54) |      | 33,030                             |

Less Amount Previously Billed

\$3,695.47 TOTAL AMOUNT DUE THIS INVOICE

Page 1

am to be properly itemized, must show: Kind of service where performed, dates service rendered, by whom, rate per day, number a hours, rate per hour, price per foot, per yard, per hundred, per pound, per ton, etc.

# Vanderburgh County, Indiana

Bernardin, Lochmueller & Associates, Inc.

To 20 NW Fourth St., Suite 606, Evansville, IN 47708. Dr.

On Account of Appropriation For .. 21.6. - 47.41 ... EICHHOFF - KORESSEZ....

| 1993  |    | Order<br>Number | ITEMIZED CLAIM                                    | Г | OL      | LA     | RS (   | Cts. |   |
|-------|----|-----------------|---|---|---------|--------|--------|------|---|
| April | 22 | 23              | Fee due for Preliminary Engineering for Design of | 3 | 2       | 1      | 4 4    | 30   |   |
|       |    |                 | University Parkway - Phase I. Indot Project No.:  |   |         | $\top$ |        |      |   |
|       |    |                 | STP-E180(1). Invoice No.: 90-40-1(23).            |   |         | T      |        |      |   |
|       |    |                 |   |   |         | $\Box$ |        |      |   |
|       |    |                 |   |   |         | $\Box$ |        |      |   |
|       |    |                 |   | Π | П       | Т      |        |      |   |
|       |    |                 |   |   | П       | $\top$ |        |      |   |
|       |    |                 |   | Τ | П       | T      | $\top$ |      | - |
|       |    |                 |   |   | П       | 7      |        |      |   |
|       |    |                 |   |   |         |        |        |      |   |
|       |    |                 |   |   |         |        |        |      |   |
|       |    |                 |   |   | $\prod$ |        |        |      |   |

Pursuant to the provisions and penalties of Chapter 155, Acts of 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

| •           |                        |            |            | S. A.              |      | ;<br>;         |
|-------------|------------------------|------------|------------|--------------------|------|----------------|
| April 22.   | 19                     | Thomas     | G. E       | Bernardin.         | S    | ecretary       |
|             | •                      |            |            |                    |      | Title ·        |
| 1. Bridge   | s over CSX Railroad    | :          |            | 1                  |      |                |
| Š3:         | 3,050.00 x 20.4%       | Complete   | =          | 6,742.20           | 3.6% | 1,189.80       |
| \$3         | 0,100.00 x 20.4%       | Complete   | =          | 6,140.40           | 3.6% | 1,083.60       |
| 2. Bridge   | s over Little Creek    | •          |            |                    |      | 1 610 50       |
| \$2         | 7,750.00 x 18.2%       | Complete   | =          | 5,050.50           | 2.2% | 610.50         |
| \$2         | 5,200.00 x 18.2%       | Complete   | =          | 4,586.40           | 2.2% | <b>554</b> .40 |
| Upper Mt. V | ernon Rd. Realignme    | nt (Supple | menta      | 1 No. 1)           |      |                |
| \$          | 6,512.00 x 0.0%        | Complete   | =          | 0.00               | 0.0% | 0.00           |
| Geotechnica | 1 Investigation:       |            |            |                    |      |                |
| To          | tal Accumulated Dir    | ect Cost   | 2          | 0.00               | 0.0% | 0.00           |
|             |                        |            | -          |                    | _    |                |
| SUBTOT      | AL.                    |            | \$         | 35 <b>7,034.50</b> |      | \$32,144.30    |
|             | s Amount Previously    | Billed     | <b>=</b> ( | 324,890.20)        |      |                |
| TOTAL       | AMOUNT DUE THIS INV    | OICE       | -          | \$32,144.30        |      |                |
| : TOTAL     | MIDDITI DOL 11110 XIII | ****       |            | 222222222          |      |                |

claim to be properly itemized, must show: Kind of service where performed, dates service rendered, by whom, rate per day, number if hours, rate per hour, price per foot, per yard, per hundred, per pound, per ton, etc.

| /anderburgh | County, | Indiana |
|-------------|---------|---------|
|-------------|---------|---------|

|       |      |                 | To VISION 2000                       |               |          |          |     |     | r.  |   |
|-------|------|-----------------|--------------------------------------|---------------|----------|----------|-----|-----|-----|---|
| On Ac | coun | t of Ap         | propriation For COUNTY COMMISSIONERS | • • • • • • • | •        | • •      | • • | ٠.  |     |   |
| 19    |      | Order<br>Number | ITEMIZED CLAIM                       | DOLLARS Cts.  |          |          |     |     | ts. |   |
|       |      |                 | 1993 MEMBER PLEDGE - SECOND OUARTER  | 2             | 7,       | 5        | 0   | 0.0 | 00  | _ |
|       |      |                 | APPROPRIATIONS ACCOUNT NO. 130-353   |               | $\vdash$ | $\vdash$ | -   | +   |     |   |
|       |      |                 |                                      |               | L        |          |     |     |     |   |
|       | -    |                 |                                      |               | $\vdash$ | $\vdash$ |     | H   |     |   |
|       |      |                 |                                      |               |          |          |     |     |     |   |
|       |      |                 |                                      |               | -        | H        |     | H   |     |   |
|       |      |                 |                                      |               | $\vdash$ |          |     |     |     |   |
|       |      |                 |                                      |               |          |          |     |     |     | _ |
|       |      |                 |                                      |               |          |          |     |     |     |   |

 ${\it Pursuant to the provisions and penalties of Chapter 155, Acts of 1953,}$ 

| I hereby certify that the foregoing account is just and correct, and that no part of the same has been paid. | that the amount claimed is legally due, after allowing all just credits. |
|--|--|
| Date APRIL 14, 19 93   | JOHN M. LUCKETT, TREASURER Title   |

properly itemized, must show: Kind of service where performed, dates service rendered, by whom, rate per day, number see per hour, price per foot, per yard, per hundred, per pound, per ton, etc.

1245

lerburgh County, Indiana

Bernardin, Lochmueller & Associates, Inc.

To 20 NW Fourth Street, Suite 606, Evansville, IN 47708Dr.

ccount of Appropriation For ... 216-4827...4926.

| 3. |    | Order<br>Number | ITEMIZED CLAIM  | D | OLI     | A         | RS | С | ts. |               |
|----|----|-----------------|---|---|---------|-----------|----|---|-----|---------------|
| _  | 22 | 45              | Fee due for Preliminary Engineering for Design of Lynch Road Extension as per Invoice No.: 86-28-1(45). |   | -       | 2         | 8  | 2 | 00  |               |
| _  |    |                 | INDOT Project No.: M-E 185(1).  |   | 1       | #         | #  | 1 |     | _             |
| _  |    |                 |   |   | 1       | 1         | 1  |   |     |               |
| _  |    |                 |   |   | 1       | 4         | 1  | 4 |     |               |
| _  |    |                 |   |   | +       | $\dagger$ | +  | + |     | <del></del> . |
|    |    | • ·             | -   |   |         | I         | I  |   |     |               |
| _  |    |                 |   |   | $\perp$ | 1         | 1  | 1 |     |               |
| _  |    |                 |   |   |         | 1         | 1  |   |     |               |
|    |    |                 |   |   |         |           |    |   |     |               |

ursuant to the provisions and penalties of Chapter 155, Acts of 1953,

by certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, at no part of the same has been paid.

| April 22. 93 | Thomas G. Bernardin, | Secretary |
|--------------|----------------------|-----------|
|--------------|----------------------|-----------|

| Burkhardt Road Intersection No.0% Complete \$15,750.00 x 100.0% Complete | = | 15,/30.00                    |
|--|---|------------------------------|
| Wetland Identification & Description:<br>\$2,600.00 x 100.0% Complete    | = | \$2,600.00                   |
| Plat #3: \$2,256.00 x 100.0% Complete                                    | - | 2,256.00                     |
| Design Study Report:<br>\$4,213.00 x 100.0% Complete                     | - | 4,213.00                     |
| Field Survey: 100.0% Complete  | = | 59,362.00                    |
| Geotechnical Investigation: Work Performed Previously:                   |   | 22,950.00                    |
|  | - | \$390,365.00<br>(390,083.00) |
| Less Amount Previously Billed Less Amount Previously Billed              |   | \$282.00                     |
| TOTAL AMOUNT DUE THIS INVOICE  |   | 222244A                      |

THE SOL

ito be properly itemized, must show: Kind of service where performed, dates service rendered, by whom, rate per day, number nours, rate per hour, price per foot, per yard, per hundred, per pound, per ton, etc.

| Vanderburgh County, Indi | liana | Indi | County. | zh. | erburc | Jand | I |
|--------------------------|-------|------|---------|-----|--------|------|---|
|--------------------------|-------|------|---------|-----|--------|------|---|

Bernardin, Lochmueller & Associates, Inc.

To .20 NW Fourth St., Suite 606, Evansville, IN 47708

Dr.

On Account of Appropriation For 216-4741 EICKHOFF- KORESSEZ

| 19 . 93 |    | Order<br>Number | ITEMIZED CLAIM   |  | OL | LΑ     | RS           | Cts. |
|---------|----|-----------------|--|--|----|--------|--------------|------|
| April   | 22 | 21              | Fee due for Corridor-Location & Environmental Study on |  | 1  | 4      | 3 5          | 88   |
|         |    |                 | Eickhoff-Koressel Road - Phase 2, INDOT Project No.:   |  | П  |        |              |      |
|         |    |                 | RS-6582( ). Invoice No.: 90-42-1(21).                  |  |    |        |              |      |
|         |    |                 |  |  |    |        |              |      |
|         |    |                 |  |  | Ц  |        |              |      |
|         |    |                 |  |  | Ц  |        | $\perp$      |      |
|         |    |                 |  |  | Ц  | _      | $\perp$      |      |
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|         |    |                 | •  |  | Ц  |        |              |      |
|         |    |                 | ·  |  |    |        |              |      |

Pursuant to the provisions and penalties of Chapter 155, Acts of 1953,

| I hereby certify that the foregoing account is and that no part of the same has been paid. | just and correct, | that the amount | claimed is legally d | ue, after allowing all | l just credits. |
|--|-------------------|-----------------|----------------------|------------------------|-----------------|
| and that no part of the same has been paid.  |                   |                 | *, 10                | All Section 1          |                 |
| •  | ~ *               | 7               | s al                 |                        |                 |

| Date April 22 | Thomas G. Bernardin, | Secretary |
|---------------|----------------------|-----------|
| Dave          |                      | Title     |

Less Amount Previously Billed

(170,510.75)

T4/1,370.03

TOTAL AMOUNT DUE THIS INVOICE

\$1,435.88

...m to be properly itemized, must show: Kind of service where performed, dates service rendered, by whom, rate per day, number nours, rate per hour, price per foot, per yard, per hundred, per pound, per ton, etc.

# Vanderburgh County, Indiana

Bernardin, Lochmueller & Associates, Inc. 20 NW Fourth St., Suite 606, Evansvile, IN 47708

On Account of Appropriation For ... 216-4827.492.CL. Page....

| 93 Order<br>Number |    | Order<br>Number | ITEMIZED CLAIM   | D | OL | LA | RS | С | ts. |  |
|--------------------|----|-----------------|--|---|----|----|----|---|-----|--|
| April              | 22 | 16              | Fee due for Preliminary Engineering for Design of Lynch    | 1 | 4  | 4  | 9  | 9 | 20  |  |
|                    |    |                 | Road Extension from Burkhardt Road to SR 62 & Telephone    |   |    |    |    | 1 |     |  |
|                    |    |                 | Road in Warrick Co. INDOT Project No.: RS-6882( ), RS-6887 |   |    |    |    |   |     |  |
|                    |    |                 | Invoice No.: 90-038-1(16).                                 |   |    |    |    |   |     |  |
|                    |    |                 |  |   |    |    |    |   |     |  |
|                    |    |                 |  |   |    |    |    |   |     |  |
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| •                  |    | •               |  |   |    |    |    |   |     |  |
|                    |    |                 |  |   |    |    |    |   |     |  |

Pursuant to the provisions and penalties of Chapter 155, Acts of 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

|   | برجب           |              |          | • • • • • • • • · · · · |
|---|----------------|--------------|----------|-------------------------|
| Date April 22   |                |              | <i>.</i> | ecretary<br>Title       |
| Signal Design & Plans:  | - <del>-</del> | ,            | 7.00     | J, TUT. UU              |
| West Rmp \$6,200.00 x 0.0% Comple                                     | te =           | 0.00         | 0.0%     | , 0.00                  |
| East Rmp \$6,200.00 x 0.0% Comple                                     |                | !            | 0.0%     | 0.00                    |
| 01d Bnv1 \$7,500.00 x 0.0% Comple                                     |                |              | 0.0%     | 0.00                    |
| S.R.62 \$10,000.00 x 0.0% Comple Warrant Studies (Supplemental No. 1) | te =           | !            | 0.0%     | 0.00                    |
| \$4,967.00 x 0.0% Comple<br>Geotechnical Investigation:               | te =           | 0.00         | 0.0%     | 0.00                    |
| Total Accumulated Direct Cos  | <b>t</b> =     | 0.00         | 0.0%     | 0.00                    |
| SUBTOTAL  |                | \$244,349.20 |          | \$14,499.20             |
| Less Amount Previously Billed   | =              | (229,850.00) | •        | ,17,733.20              |
| TOTAL AMOUNT DUE THIS INVOICE   |                | \$14,499,20  |          |                         |

Revised County Form No. 17

A claim to be properly itemized, must show: Kind of service, where performed, dates service rendered, by whom, rate per day, number of hours, rate per hour, price per foot, per yard, per hundred, per pound, per ton, etc.

| Invoice No.  | Itemized Claim               | Amount   |   |  |  |  |
|--|------------------------------|----------|---|--|--|--|
| Evansville, IN 47712 430 5000 On Account of Appropriation for Project C-E 180(1) USI Interchange |                              |          |   |  |  |  |
|  |                              | 430 BOND | _ |  |  |  |
| VENDOR NAM   | E 7824 Middle Mt. Vernon Rd. | # 0      |   |  |  |  |
|  | Gilbert H. Hartig, Jr.       |          |   |  |  |  |
| VANDERBURGH COUR   |                              |          |   |  |  |  |

| Invoice No.  | Itemized Claim        | Amount          |    |
|--------------|-----------------------|-----------------|----|
| mitolice No. |                       |                 |    |
|              | Parcel No. 22 & 22(A) | 88,654          | 82 |
|              |                       |                 |    |
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|              |                       |                 |    |
|              |                       |                 |    |

Pursuant to the provisions and penalties of Chapter 155, Acts of 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Gilbert H. Hartig, Jr.

Owner

Title:

Date April 52 , 19 93

# VANDERBURGH COUNTY HIGHWAY DEPARTMENT PROGRESS REPORT Friday, April 23, 1993 thru Thursday, April 29, 1993

### Friday, April 23, 1993

Gradall & one crew installed culvert on Little Schmuck Road.
Grader and 5 crews pulled shoulders on Allens Lane, 12th Ave, Myrtle and Wimberg.
Patch Crews - 2 crews patched on 5th Ave. and Broadway Bridges, Hillsdale and
Green River Road.
One crew cleaned St. Joe Ave.
Garage - one crew worked on new offices.

#### Monday, April 26, 1993

Gradall & one crew worked at 17037 N. St. Joe and installed a culvert on #6 School Rd. Patch Crews - 2 crews worked on Old Henderson Road and Old State Road. Grader and 5 crews pulled shoulders on Wimberg and Hillsdale.

Mulcher and 2 crews trimmed trees on Lower Mt. Vernon and West Franklin Road.

One crew cleaned St. Joe Ave.

Garage - one crew worked on new offices.

#### Tuesday, April 27, 1993

Gradall & one crew installed 24" culvert on Hillsdale Road.

Patch Crews - 2 crews patched on Frontage, Holly Hill-and Old Henderson Rd.

Mulcher and 2 tree crews worked on Lower Mt. Vernon and West Franklin Road.

Grader and 5 crews pulled shoulders on Hillsdale and Boonville New-Harmony Road.

Garage - one crew worked on new offices.

## Wednesday, April 28, 1993

Gradall & one crew installed culvert at 601 Mt. Pleasant and #6 School Road. Patch Crews - 2 crews worked on Old Henderson Road. Mulcher and 2 tree crews worked on West Franklin and Outer Broadway. Grader and 4 crews pulled shoulders on Boonville New Harmony and Seib Road. One crew mowed St. Joe Ave. Garage - one crew worked on new offices.

# Thursday, April 29, 1993

Gradall & one crew picked up scrap on Little Schmuck Road.

Patch Crews - 2 crews patched on Old Henderson Road.

Mulcher and 2 tree crews worked on Slate Road, Hillview Drive and #3 School Road.

Grader and 4 crews pulled shoulders on Big Schaeffer Road and Kissel Road.

One crew mowed St. Joe Ave.

Garage - one crew worked on new offices.

# VANDERBURGH COUNTY BRIDGE CREW PROGRESS REPORT Friday, April 23, 1993 thru Thursday, April 29, 1993

# Friday, April 23, 1993

Crew #1 - installed culvert on Little Schmuck Road. Crew #2 - put duracrete on Oakhill Road Bridge.

### Monday, April 26, 1993

Crew #1 - cleaned Allens Lane drop box, and cleaned drop boxes on Oakhill Road and Bexley Court.

Crew #2 - clean culverts on St. Joe Ave and #6 School Road.

## Tuesday, April 27, 1993

Crrw #1 - Installed 24" aluminum culvert under road on Hillsdale Road.
Crew #2 - repair sprayed area at 805 Pfeiffer Road, clean culvert at intersection of Barton Lone and Mesker Park, and saw culvert to be replaced on Korressel Road.

### Wednesday, April 28, 1993

Crew #1 - install culvert at 601 Mt. Pleasant Road and finish culvert on Hillsdale. Crew #2 - paint guardrails on Big Cynthiana and St. Joe Ave. Crew #3 - work on culvert and drop box on Chapel Hill.

## Thursday, April 29, 1993

Crew #1 - worked on Kissel Road culvert extension, Oakhill Road Bridge, weed eat
 Mill Road Bridge, and paint guardrails on St. Joe Ave.
Crew #2 - repaired Chapel Hill drop box.

CHECK NO. 038205 | DAIE 4/29/93 VENDOR BUARD OF C DISCOUNTS, RETENTIONS PAYMENTS TO DATE NET AMOUNT THIS CHECK **GROSS AMOUNT** INVOICE DESCRIPTION 4/29/93 MAY RENT 200.00 -00 200.00 NET AMOUNT GROSS AMOUNT TER CONTRACTING CORP. GHWAY 41 NORTH ILLE. INDIANA 47711 200.00 .00 200.00

FRESCRIBED BY STATE BOARD OF ACCOUNTS REVISED COUNTY FORMS NO. 20 - 1947 NO. 21 - 1947 AUTETUS April 30, 1993 OFFICE OF COUNTY AUDITOR VANDERBURGH COUNTY, INDIANA NO. 7808 EVANSVILLE. INDIANA \$7,00,00 ETIND COUNTA PEASIFIE I HEREBY CERTIFY THAT: KOESTER CONTRACTING EORD. HAS FILED IN MY OFFICE THE RECEIPT OF THE TREASURER OF VANDERBURGH COUNTY, IN. IN THE SUM OF \$200.00 DOLLARS ON ACCOUNT OF FENT SAM HUMPHREY AUDITOR VANDERBURGH COUNTY, INDIANA

|               | THOMAS R. G. PO BOX 7081 EVANSVILLE, IN                  | •           | 26 1, 93      | 636<br>71-7778/2863 |
|---------------|--|-------------|---------------|---------------------|
| HAMILAND 1990 | PAY TO THE VANDER WE ORDER OF VANDER OF                  | in lo Commi | 5510/18/8 \$  | 23.49  DOLLARS      |
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# MINUTES COUNTY COMMISSION MEETING MAY 10, 1993

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# MINUTES COUNTY COMMISSIONERS MEETING MAY 10, 1993

The Vanderburgh County Board of Commissioners met in session at 5:50 p.m., with President Rick Borries presiding. The meeting was delayed because the Solid Waste Management Committee had not adjourned their meeting and vacated the hearing room.

#### RE: INTRODUCTIONS & PLEDGE OF ALLEGIANCE

President Borries called the meeting to order -- stating he is doing so on his last day as a 40 year old. Tomorrow is it! He appreciates all the kind wishes and the surprise party -- which, he guesses makes it a little easier. He has not been happy about this. To really rub it in -- somebody put a billboard up on this -- so it is getting worse.

Continuing, Commissioner Borries said he will proceed with the printed agenda. He then welcomed the attendees, introduced members of the County Staff, and asked the group to stand for the Pledge of Allegiance.

Commissioner Borries 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: BUILDING COMMISSION

It was noted by Commissioner Borries that Roger Lehman, Building Commissioner, is not present this evening due to another commitment. He did, however, send a letter advising that the dilapidated garage at 4109 Gayne has been razed and the debris removed. No action is required at this time. To date, they have processed seven (7) weed complaints; and another dilapidated garage at 6616 Upper Mt. Vernon Rd. (Carma Huck) should be razed this week. Mr. Borries then submitted the letter to the secretary as part of the official records.

#### RE: VANDERBURGH AUDITORIUM - ANDY DAVIDSON

Commissioner Borries said that Mr. Andy Davidson of Given-Spindler Management is here with regard to three items: Roof repairs, exterior painting, and reimbursement for expenses per contract. He then recognized Mr. Davidson.

Mr. Davidson said, "Good afternoon. In your packets I brought over Friday was included an Auditorium brochure with pictures basically outlining some of the problems we've got in regards to the roof and also the exterior painting. If you've not had an opportunity to review those, I'll be happy to go through them page by page, explaining what they represent. Or, if you have any questions I will be glad to address those -- however you'd like me to proceed."

Commissioner Borries said he thinks the photos are pretty graphic in terms of the problems identified. He will entertain questions from the Commissioners at this time and then proceed from there.

Mr. Hunter said he read through the information last Friday afternoon and it is pretty thorough and self-explanatory.

For the record, Mr. Borries said the photos indicate all of the areas in regard to the roof, some painting problems, and some reimbursement things will have popped up as per this contract.

Mr. Davidson said, "Some of the problems just addressing the roof,

the painting -- we can tell that the part of the roof which is the highest part of the roof has not been painted above what Benny and people could reach on scaffolding and poles for five to ten years. There are four lights up already on the building that this can be lit up so it can become very visible from the Lloyd Expressway. haven't turned the lights on because we don't want to light it up That is why I am and show the mess that is currently there. requesting to go on Council Call to get the exterior painting. The roof itself, from what Don Chambliss has told me (who is our head maintenance person over there -- he's been with the Auditorium for more than five years -- there's not been an on going maintenance routine at the Auditorium for the roof. The two bad sections that are shown on Page 3 -- one is above the Gold Room and one is above the auditorium. We've had ceiling tiles fall in the Gold Room onto the floor. Luckily, it was during a set-up, so nobody was renting the room at the time. The other pictures show that if you're over at the Gold Room in a rain -- as you're going up the stairs water trickles down that one corner that is very visible. So the flashings need to be addressed quickly, also. The holes in the auditorium ceiling [Bhave been from a roof leak that just has not been patched. This is an area that once we get the roof patched we'll have to figure out how we can get scaffolding and get up there and do some drywall work to repair those holes in that area.

Mr. Borries asked if Mr. Davidson has bids?

Mr. Davidson said he has three proposals on the roof: One from U.S. Industries, one from U.S. Roofing and one from Idustrial Contractors. What he and Don did was to hold the meeting on top the roof with these three contractors, showing them the problems. They all came back and said it looked like we needed to have four men up there for a three week period to patch and basically get it up to snuff. They also asked the contractors to price out furnishing caulking all the existing membranes — the flashings throughout the entire exterior of the building. The only person who actually did that was U.S. Industries. What he would request from the Commissioners is approval to go on Council Call to accept the U.S. Industries quote for \$19,400 for the roof and \$4,665 for the flashings, for a total of \$24,065.

Mr. Borries asked about the exterior painting.

Mr. Davidson said the bids on the exterior painting were from Lichtenberger Construction, Wink Construction and Deig Bros. In talking with Don, it looks like the best bid is from Wink Construction, who will come back and waterblast all the loose paint on there, apply two coats of acrylic paint, make sure that everything is protected so we don't get paint on the roof -- for a total of \$9,965.

Mr. Borries said Mr. Davidson will then need to go on Council Call for \$31,000.

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

It was noted by Auditor Humphrey that the request will have to be in by May 15th.

<u>Claims:</u> Mr. Borries said he now needs a motion to approve the claims, as per contract, in the amount of \$9,344.15.

Mr. Davidson said those are basically all the bills that Given-Spindler Management Co. paid for March bills.

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

Acceptance of Check: Mr. Davidson presented a check in the amount

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of \$5,000, which is the income generated from the Ticketmaster location at the Auditorium. This is the First Quarter's revenues, plus December and a few days in November -- when they went on line. This is very close to their projection of \$20,000 to be generated by Ticketmaster.

Upon motion made by Commissioner Tuley and seconded by Commissioner Hunter the check was accepted, endorsed and given to the Secretary to be quietused into County Revenue. So ordered.

### RE: <u>ALEXANDER AMBULANCE SERVICE/QUARTERLY STATEMENT</u>

It was noted by Commissioner Borries that Alexander Ambulance has submitted their Quarterly Statement, indicating their expenses, their ending balances, and a claim for quarterly reimbursement of \$55,337.58. They also indicate series of 1993 response time penalties as per their clause (not making a response within the 13 minute response standard) in the amount of \$400.

Upon motion made by Commissioner Tuley and seconded by Commissioner Hunter the claim was approved for payment. So ordered.

#### RE: <u>EUTS</u>

Commissioner Borries said the Commission had asked Rose Zigenfus to give a monthly update -- if there is one. He has no written report and she is not here; therefore, he will mark her as a "no show" at this point.

# RE: ORDINANCE AMENDING CHAPTER 153 OF THE ZONING CODE SECOND READING

Commissioner Borries said the Amended Ordinance puts us essentially in line with the City regarding certain uses in designated districts. If there are no further comments, he will note that the Final Reading will be heard next week, May 17th. At this time he would entertain a motion on the Second Reading.

Motion to approve the Ordinance on Second Reading was made by Commissioner Tuley, with a second from Commissioner Hunter.

Mr. Borries asked for a roll call vote: Commissioner Hunter, yes; Commissioner Tuley, yes; and Commissioner Borries, yes. So ordered.

#### RE: PETITION TO VACATE A PORTION OF OLIVIA STREET

President Borries noted Attorney Brian Carroll is present to speak to this petition. He then recognized Mr. Carroll.

Attorney Carroll said he is here today representing Don and Juanita Berning. Unfortunately, Mr. Berning cannot be here tonight as he is in the Mayo Clinic for some tests. He called Mr. Carroll last week and informed him of this and asked if Mr. Carroll could request that the matter be held over until next month.

Commissioner Borries asked if there are any objections from the Commissioners. There were none and he entertained a motion to approve a one month's delay.

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

### RE: COUNTY ATTORNEY - ALAN M. KISSINGER

<u>Collis Loan Agreement:</u> Attorney Kissinger said there was a Loan Agreement provided to the Commissioners (he believes it was the April 5th meeting) in reference to a loan to the Collis Corporation. Ultimately there was a motion made that the Loan

Agreement be drafted and brought back to the Board upon completion for approval, subject to funding by the County Council. He has the Loan Agreement. This is actually a Loan Agreement between the County and Metro Small Business, with Metro then agreeing to use the money to make a small business loan to Collis Corporation. The Loan Agreement now appears to be in order, although there are provisions for several signatures — one of them, at least, being the signature of Metro Small Business Assistance Corporation. He supposes it would be most appropriate to place this on the agenda, notify the parties involved to be at a meeting to address the Commissioners on any other questions that we may have about the agreement. But the Loan Agreement form itself has been prepared. We also have a copy of the Loan Agreement from Metro to Collis and their Security Agreement. He is submitting same herewith. As he said, it would be most appropriate for this to be placed on the agenda.

Commissioner Borries queried Attorney Kissinger as to whom the Commissioners should ask to attend -- the Metro Small Business people or the Collis people.

Attorney Kissinger said, "I think probably both, Mr. Borries, in consideration of the fact that Metro is going to loan to Collis. They can come in and address the Commissioners and the Commissioners can then ask any questions they have of either of those parties in reference to the agreement. As far as the form of the agreement is concerned though, it is in proper form. I don't see any problems with that. The loan agreement from Metro to Collis is in proper form, as is the Security Agreement."

Mr. Borries said he guesses he is asking out loud the Commissioners' feelings and then some guidance from the County Attorney. He doesn't have any problem at all with asking these people to come. We're going to end up missing another month if we don't take some action today in terms of getting this on Council Call. What is Attorney Kissinger's understanding as to where the money would come from? Out of the County General Fund and then be deposited somewhere?

Attorney Kissinger said he supposes that is the way it would be. He doesn't know where else the money would come from, because we certainly don't have money appropriated for any other purpose.

Auditor Humphrey said the money for Collis has to come out of the General Fund.

Commissioner Tuley asked when the first payment is due back?

Commissioner Borries said those are questions he guesses the Commissioners would have to ask. He then cited, "Principal shall be repaid in four annual installments of \$37,500 each, the first one being due on October 15, 1994 and due on October 15 in succeeding years".

Attorney Kissinger said, "In consideration of the dates on this form, I don't think they anticipate us entering into this before June anyway."

Mr. Borries asked, "Would it be the feeling here that what we need to do is too approve this -- at least to get it on Council call for June?"

Attorney Kissinger said, "Probably."

Mr. Borries said if the Commission doesn't act today....

Mr. Tuley said we can get it on Council Call and if something goes wrong -- we can always bring it back.

Mr. Borries asked if the Commission office can notify representatives of Collis and Metro Small Business to come next week to the regular meeting -- before the rezonings?

Auditor Humphrey noted that Secretary Matthews just informed him that the Commission has already approved going on Council Call in the amount of \$150,000 for the Collis loan; they approved that at last week's meeting. (The minutes from last week's meeting are in President Borries' packet for acceptance and signatures today.)

Ms. Farrell asked if they're talking about going on Council Call.

Mr. Borries responded affirmatively.

Ms. Farrell said she has the paperwork on her desk to file tomorrow.

Commissioner Borries said that for the record, the Board will acknowledge that the loan agreements and security agreement, per the County Attorney, are in order and these people will be asked to attend the Commission meeting to answer any questions.

Attorney Kissinger said he has nothing else to report.

Auditor Humphrey asked if the Commissioners noted that all interest paid by Collis, Inc. to Metro on the loan shall be retained by Metro.

Attorney Kissinger said he doesn't know whether the Commissioners anticipated that or not, but the loan agreement says that Metro is going to collect the interest on the loan. Basically it is an interest-free loan from the County to Metro and then for Metro's services in administering the loan they collect 3% on it.

Commissioner Hunter said, "In other words, they are making money off our loan and taxpayers' dollars."

Commissioner Borries said, Well, let's get them here and ask about it next week."

Commissioner Hunter asked if that is routine for this kind of thing?

Attorney Kissinger said he does know that Metro does function in that fashion and that is exactly the same agreement that was presented to the City. Whether or not the City has approved it, he does not know.

Mr. Borries said he thinks the City has approved it.

Auditor Humphey said he thinks the City already has their money in place.

In conclusion, Commissioner Borries said, "Let's ask them to be here next week -- also to see if this is the standard procedure."

#### RE: <u>COUNTY ENGINEER - JOHN STOLL</u>

The meeting continued with President Borries recognizing County Engineer John Stoll and the District Engineer for the State of Indiana and former County Engineer, Greg Curtis.

Notice to Bidders/USI Interchange: Mr. Stoll said he has the Notice to Bidders for the USI Interchange. As the Commissioners are probably aware, it is now going to have to be locally administered. If he can get the Notice signed this evening we can advertise it this Friday and Monday and the following Friday and Monday, with opening of the bids on June 1st, and award the contract on June 7th. If the Board has questions as to why we're

now administering it instead of the State, Greg Curtis is here and might be able to elaborate on this.

Commissioner Tuley said State contracts don't require prevailing wage?

Auditor Humphrey said prevailing wage has to be included. Secondly, we don't escrow the money to their private fund. Attorney Kissinger said you can't escrow bond money anyway, so that is not....

Attorney Kissinger said, "Arbitrage.."

Auditor Humphrey commented, "Now, arbitrage and escrowing their retainage are two different things. The State allows you to escrow payment into your private bank on State construction projects, but the County doesn't."

Attorney Kissinger said, "All right. As far as escrowing it to the State -- is that what you were referring to?"

Auditor Humphrey said, "No. The State allows the contractor to escrow his retainage in his private bank so he can earn the interest on it. The County does not. So we've got to put that clause in there."

Attorney Kissinger said, "That's right."

Mr. Stoll said, "I believe the way that was going to be handled was that provision was just going to be pulled out of the contract -- we weren't going to put it in there."

Mr. Humphrey continued, "You see, this is not under State law; this is under Local Government law -- there are two different laws on it. If a contractor makes a bid thinking that they are going to get some interest from the retainage, it is not going to apply here."

Mr. Stoll said, "Right. That was in the State contract; but after discussing things with Tom Bernardin during a meeting this afteroon and after he spoke with Sam, we are just going to take that provision out of the contract so we won't run into that problem. On the prevailing wage, Valeri Harry in my office called the State about that and she faxed them a letter. They will have the prevailing wages set up at a meeting tomorrow. So she got in under the wire and they can set those up."

Commissioner Hunter asked, "Does this mean letting the bids tomorrow is out?"

Mr. Stoll responded, "It's out."

Commissioner asked, "That means we'll make the headlines in the USI newspaper again?"

Commissioner Borries said, "I don't think so. I'll fill you in with some details here on what I found out about this.

Commissioner Tuley said, "The news media is gone -- so there probably won't be anything in tomorrow morning's paper."

Commissioner Borries said, "Yes, they're kind of into solid waste tonight -- and I think that is what we're going to read tomorrow. Well, real quickly what happened -- and I won't go through the whole thing -- but this particular project has been on the books since 1988. I can recall very clearly it was a campaign issue in 1988. It was an unusual situation because the County bonded for this project. It is over a State Highway. It is fronting a State University but, obviously, they are both in our County and with a

rapidly growing part of USI it was felt we just had to get this done. There was just not going to be any commitment from the State at that point -- so we did this and the money was put into accounts. It was designed for the Union Township or what we now call the Tekoppel Extension and then this particular project. This had cleared all hurdles and, he thinks, probably the State then had put it on a bid letting since it, again, was over their highway. I think as we were kind of crossing the t's and dotting the i's the obvious part of what began to get into this was that the State was really not funded to do this project. The County had bonded. County had set aside the money. It was fully set up and the State of Indiana doesn't issue contracts unless there, obviously, is a revenue stream there (as we wouldn't). So there just wasn't anything there. In order to, again, not get this thing sidetracked, what monies, obligations that the State of Indiana was going to have were going to not be funded until their State Fiscal Year starts as of July 1. So I talked with Commissioner Fred P'Pool, County Auditor Sam Humphrey, the State Attorney, INDOT -again, Greg Curtis was involved in these discussions -- and what is coming out of this is that the whole administration of this particular project will come through Vanderburgh County. As a result of this, the funding is already in place. We simply are not going to have a bid letting in Indianapolis simply because they didn't have any money to open the bids. As Sam pointed out, if we get these notices out, get the bids in in timely fashion, get them opened -- if they're reviewed and we find there are no problems and we find they do not all come in over the budgeted engineer's estimate -- then we could get some project here in June. And that is certainly what the USI officials want. They don't want to see this thing start in August as all their students return. They want to get a construction season underneath this whole project -- and I wholeheartedly concur -- so that's where we are. As Sam points out, there are some differences here we can iron out quickly -- I don't see any major hurdles. The State has pledged their support at this point. They will provide the technical part of it, testing parts of it; they are going to provide any inspection that is not already per the agreement through Bernardin-Lochmueller, the Consultants on this project. I appreciate the work of John and everyone -- because it has involved a pretty hectic process here -because, again, it was going to be silly to open some bids in Indianapolis if there were no money and they weren't ready to issue these contracts. We resolved it, I think, and I don't believe at this point I see any major obstacles here. The money is there and we're ready to go with it. With your approval then, is it okay to go ahead and get these Notices to Bidders out? I have talked with Sherianne Standley, Assistant to the Executive Assistant to President Rice at USI, to inform her of the situation, to also give her the feeling that now we can, I think, under our local administration move on this as fast as we want. The only thing we need to do is get this advertised and we'll have the full help and assistance of the State as well as our local people to administer this and review the contracts, etc."

Mr. Stoll said that when Bernardin-Lochmueller prepares the contract, itself, they are going to make as few changes as possible so it will conform with what was bid through the State -- so that ought to help the process out too.

Commissioner Borries said the prevailing wage issue will not be addressed here. I talked to several people about that and it was going to be addressed at the State level, as well. But now it is mandatory at the County level. In some cases if it's a bonded project -- in some State projects it is not a requirement. Mr. Borries then entertained further questions. There being none, a motion was entertained.

Upon motion made by Commissioner Tuley and seconded by Commissioner Hunter, permission was granted to advertise the Notice to Bidders. So ordered.

Ms. Matthews said she understood John Stoll to say advertise on Friday and Monday. She is wondering if there is something different on this -- or do we advertise it as usual -- advertise twice, one week apart, with the last advertisement no less than 10 days before the bids are opened. So this is her question to the County Attorney.

Auditor Humphrey said that is what he read; advertise twice a week apart, with the last advertisement 10 days before the bids are opened.

Attorney Kissinger asked where Mr. Humphrey read this.

Auditor Humphrey said he has a book in his office.

Attorney Kissinger said we'd better get the book.

Commissioner Borries said he has complete confidence in Joanne Matthews and he knows she will get the advertisement in as quickly as it can possibly be done.

Mr. Stoll said it may change the bid opening date if we can't get the advertisement in on Friday.

Ms. Matthews said she can send the notice tonight or in the morning and get the notice in the paper on Friday (May 14th). But she thought Mr. Stoll said to advertise on Friday and Monday. That is what she is questioning.

Mr. Stoll said the way Karen told it to him -- if she got it to the paper in the morning it can only make the Press on Friday. If Ms. Matthews can get it in the Courier and the Press on Friday -- we'd be in good shape.

Attorney Kissinger asked, "Joanne, did you anticipate that we would advertise Friday of this week?"

Ms. Matthews said she can advertise it in both papers on Friday of this week (May 14th) and on Friday of next week (May 21st) -- and the bid opening is not scheduled until June 1st -- is that correct?

Attorney Kissinger said, "Yes. That's proper procedure. Sam doesn't need to get the book -- he's wasting his time. I'd better go catch him."

Mr. Humphrey re-entered the meeting room and was advised the advertising matter was resolved.

The meeting continued with Commissioner Hunter saying, "Greg, the State was mentioned here several times with regard to commitments that you all had made. Are you comfortable with everything the State is involved in?"

Mr. Curtis responded, "We have -- there have been commitments made back in 1989 by the Governor on through the agreement we signed last year -- I don't remember what time of year, but last year. The State is willing to live up to all of its commitments and, you know, I, too, want to say we do need to clear up the paper trail. We do need to have an Amended Agreement to our Agreement of last year, because it said we were going to administer the contract -- and that kind of language and stuff needs to be cleared up. Mr. Kissinger has a Draft Agreement prepared by our Attorney to clear up those details. But that can be done well ahead of any bid letting. We don't see any problems. We are going to be available for any help that we can legally provide. In the end result, our process takes a little longer from the time that bids are received until construction begins. In essence, you probably will not see any delay in the project and we're glad that we were able to do this quick enough that that happened. I know, from being here, how

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important this project is to the University, the County and the City -- and Indianapolis knows."

Commissioner Borries said the Board appreciates Mr. Curtis' help.

Attorney Kissinger said he should probably note at this point that we have been provided with a proposed settlement to the original agreement that we signed with the State back in November of last year. That should probably be put on the agenda for next week. He then asked Mr. Curtis if he anticipates that Mr. Jordan will have provided us with a hard copy on this proposal?

Mr. Curtis replied that won't be any problem. They did that this morning.

Attorney Kissinger said he was going to put it on the agenda for next week for the Commissioners' approval.

Brookview Heights/Sub-Section VII/Street Plans: Mr. Stoll said he has reviewed this subdivision and has the plans if the Commissioners want to see them. However, everything seems to be in order and he would recommend approval. The approach to Old State Rd. meets requirements; it will have curb and gutter; they are going to put lugs in all the grades above 5%.

Mr. Borries entertained a motion.

Upon motion made by Commissioner Tuley and seconded by Commissioner Hunter, the street plans were approved, as presented. So ordered.

Brookview Heights/Sub-Section VII/Request for Waiver of Sidewalks: Mr. Curtis said they are also requesting waiver of sidewalks because all the rest of the section of Brookview do not have any sidewalks and they don't have anywhere to connect to.

Mr. Tuley said this is Section VII, so that means there are six other sections out there already with no sidewalks.

Mr. Borries noted these are pretty good sized lots (about 1/4 acre).

Motion to approve the request was made by Commissioner Tuley, with a second from Commissioner Hunter, who asked for a roll call vote.

Commissioner Hunter, no; Commissioner Tuley, yes; and Commissioner Borries, yes. Motion approved.

Commissioner Hunter commented, "My "no" vote is not in opposition to Phase VII. I just think that we obviously have done this six times and I think there needs to be some kind of policy that the Commission can find acceptable and the developers can find acceptable -- because this issue of sidewalk waivers comes up a great deal more often than I would like -- and I will probably continue to vote "no". Not that I'm in opposition to what we're doing; I just think we need some kind of policy that is acceptable to everybody concerned -- so we're not faced with this particular issue almost every week or every couple of weeks."

Mr. Stoll said, "When I worked with EUTS we looked for standards that other counties and cities would use to see if we could find one based upon density or something along those lines. And we could not find anything that was based on any common sense like small lot/high density subdivisions. With all the kids it would seem more logical to have them, but if you get the 2-1/2 acre ones out in the county it doesn't seem as necessary. So we've never found one based on something along those lines. We'll keep looking."

<u>Plans for Bridge #214/Darmstadt Rd.(Milar):</u> Mr. Stoll said he needs the Commissioners' signatures on the Milar of the subject bridge plans.

Revision to Construction Engineering Agreement/Lynch Rd.: Mr. Stoll said this is the same construction engineering agreement signed off a few weeks go. Another revision page was presented last week. This revision had to do with the overtime premium. The State needed it revised as far as the costs go. It has added about \$2,500 to the overall cost of the construction engineering agreement. It's more changes than the State had requested in order to process the agreement — and they needed a letter from the Commissioners stating that they'd seen the revisions and approved of same.

Mr. Borries said this has to do with four (4) bridges over Lynch Rd. in Phase I.

Upon motion made by Commissioner Tuley and seconded by Commissioner Hunter the letter was signed. So ordered.

Agreement for Installation of Gates & Flashers at the Burkhardt Rd. Railroad Crossing South of Morgan Avenue: Mr. Stoll said everything is in order with that agreement and he would recommend approval. It is the standard railroad agreement. The construction cost of that is estimated to be about \$72,000 and our share is 10%, so we're looking at about \$7,200.

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

Amended Stop Sign Ordinance: Mr. Stoll said he does have a question of Attorney Kissinger. He's had some people from Old Petersburg Place call and ask when the signs are going to be installed and he didn't know the status of the Attorney's review of this ordinance.

Attorney Kissinger said the only question he has is, "Am I correct in assuming that will be put in Ordinance form? Secondly, are we absolutely sure that all of those locations are, in fact, County locations?"

Mr. Stoll responded affirmatively, saying he has been out to all of them.

Attorney Kissinger said there was some question of one or two locations not being in the County. Were you aware of that?

Mr. Stoll said he is not; he can check over it again.

Attorney Kissinger said that perhaps there are some notes in the Commissioners' minutes. There was at least one stop sign on which there was some question — and he thinks there were two signs on which there was some question. He asked if Ms. Matthews recalls some question as to whether those signs were actually located in the County or if they were, in fact, in the City?

Ms. Matthews apologized, saying she does not recall this.

Mr. Stoll said he can check on that.

Attorney Kissinger said he will either bring the Amended Ordinance to the next meeting or directly to Mr. Stoll's office.

Notice to Bidders/Paving Contracts, etc.: Mr. Stoll said Ms. Matthews has just reminded him that he has four Notices to Bidders (crack sealing, concrete paving, Bridge #214, etc.) which he'd like to include on the Consent Agenda, if agreeable to the Commissioners. There are no changes from the road lists submitted

earlier.

#### RE: COUNTY HIGHWAY - BILL MORPHEW

President Borries stated that he and Bill Morphew attended the County Council meeting with somewhat mixed success -- to phrase it the most positive way. In relation to some equipment requests, we will try to get that matter resolved as we move along.

Mr. Morphew said it was rather disappointing.

Mr. Borries said they did get some basic things that will help him on an intermediate basis in terms of being able to get the trailer to move the paver.

Mr. Morphew said he was looking at trailers again today. He not only is looking at trailers, he is looking at replacing one tractor with a side sickle and is going to replace that with a tractor with a mowing deck. They can probably do twice as much with a tractor with a mowing deck as they can with a side sickle because of the more modern technology. It will actually cut the grass and also give a wider path. It is a 60 inch deck with 48 inch cutting blades. He is also looking at getting a broom attachment for a smaller tractor. He is going to remove the sickle bar off the front and add a broom attachment to the front for use when they clean some of the roads (St. Joe Avenue, Covert Avenue, etc.) from Diamond Avenue and Green River Rd. out, respectively. These roads get quite a bit of debris and trash. And that's about all the equipment he can get -- that's all the funding he has.

Coliseum Parking Lot: Mr. Tuley asked if they got this project finished.

Mr. Morphew said they did; he estimated four hours maximum and a maximum of \$100 it took about two hours and \$30.

<u>Paving Equipment Test:</u> In response to query from Commissioner Borries, Mr. Morphew said they started trying out the paving equipment at Burdette Park today and it seems to be working well. They're preparing a couple of other spots out there on which they're also going to do some paving. He will have Burdette Park finished this week and will probably be on Wimberg Avenue come Friday of this week.

<u>Proposed Agreement re County Line Rd. West:</u> Commissioner Borries said he knows he saw somewhere a basic proposal for an agreement on County Line Rd. West. Has anybody seen that -- or was he dreaming about that?

Commissioner Tuley said he doesn't remember seeing an actual agreement; he remembers hearing something about the generalities of it.

Commissioner Hunter said the Commissioners have talked about it numerous times -- but he's seen nothing. Who would have written it?

Commissioner Borries said he saw something; they talked to Attorney Kissinger about this and we didn't think we were going to have to re-invent the wheel. He assumed it came from him. He will go through his papers. He met with the Posey County Commissioners and was a little embarrassed because he couldn't find the letter at the time.

Commissioner Hunter said he talked to John Stoll about it and he said he had been communicating with the Posey County Engineer, as well, but he knew of no agreement.

Mr. Borries asked Mr. Stoll if he's see a simple agreement? A letrter?

Mr. Stoll said he received a letter from Steve Hahn, but it didn't spcify which county was going to do what. It just spelled out what kind of work was going to need to be done to the road -- but not which county would be responsible for paving and which county for maintenance.

Commissioner Tuley said somewhere along the line he thought he heard that we were going to pave it and they were going to maintain it and the question came up for how long.

Mr. Stoll said that is the proposal Steve Hahn made to him -- that we would pave it and they would maintain it. But he's never seen any kind of agreement.

Mr. Tuley said he thinks the thing about that that bothers him is that, by law, counties have to maintain their southern boundary and their eastern boundary -- didn't Bill Morphew tell him this today?

Mr. Morphew said that unless it has been changed in the last year and a half.

Mr. Tuley said Posey County is giving us a heck of a deal; by law, they have to maintain it anyway.

Mr. Hunter asked if it doesn't also say there can be mutual consent and mutual agreement between the two counties? There was a loophole in there and it kind of put more responsibility on Posey County than it did on us. We need to take a look at that.

Mr. Borries said he surely thought he'd seen some kind of boilerplate removal. And wasn't snow removal mentiond?

Commissioner Hunter said that is the other quesiton we had. He thinks he brought that up.

Commissioner Tuley said that is right.

Commissioner Borries said he was talking with the Posey County Commissioners and they said they needed to get a secretary in the budget for next year. They don't have a meeting room like we do. For a while they were meeting in the hall and they're now trying to find a place to meet. He asked them who did their typing and they said they had a person in the Auditor's office who does their typing for them and they're going to re-do an old house where they can meet. He felt a lot better after talking to those guys -- not to have any place to meet or anybody to type a letter for you...

Commissioner Tuley said in Green County they share the Commissioners' office with the Janitor Supply Room -- and that is where they hold their Commission meeting -- so the Commissioners have it pretty nice here.

Commissioner Borries said if we're looking them to generate a lot of the initiative on this, he doesn't think it is going to happen. We're going to have to do a lot of this on our own.

Mr. Tuley said they'll maintain it. If we have to build it, I just want to see it done.

Mr. Stoll said he and Bill will get together and propose that they do maintenance with striping and signs, snow removal, ditch cleaning and things like that.

Mr. Tuley asked if we're talking about the complete length of County Line Rd. West, where it is not currently paved -- from north

COMMISSION MEETING May 10, 1993

end to south end?

Mr. Stoll said that is his understanding. This was echoed by Commissioner Hunter.

In response to query from Commissioner Borries, Mr. Morphew said there is an approximate 600 ft. section that comes off St. Wendel Rd. behind St. Wendel Church that is paved. As it goes around the corner there it is river rock from there for about half a mile. Then there is a section we paved that goes to Baseline Rd. Right at Baseline (where Ray Schmitt lives) from there to Schmitt Lane it is river rock. That would have to be pulled.

Mr. Hunter asked if that is Posey County Line Rd.

Mr. Morphew said our County Line Rd. West is their County Line Rd. East.

Commissioner Hunter asked if there isn't a bridge out there at Broadway?

The response was negative.

Mr. Morphew said, "Our County Line West, their County Line East -- runs from the river up actually. There are a lot of different sections of that road and they're all river rock.

Attorney Kisinger said he understands.

Mr. Morphew continued, "There had been a bridge out for a number of years down there. I met with a Superintendent of Posey County a couple of years ago."

Attorney Kissinger said, "I shouldn't be asking these particular questions. Let's just be very specific about what we are going to pave."

Mr. Morphew said, "There is a section in there that belongs to Vanderburgh County that we have already paved -- from Baseline north to Schmitt Lane is river rock. I don't have any ideas as far as the agreements, but if we're to pave that road there is also quite a bit of preparatory work also; ditches, culverts, shoulders pulled, excess rock removed, etc. I would venture to say the driving area is probably at least 20 ft. until it gets to Schmitt Lane. Then there is a concrete box culvert that is about 10 ft. wide. You wouldn't want to take anything larger than a pick-up truck across it. It is right on the "t" road -- right at Schmitt Lane."

Mr. Borries said when he talked with them they didn't have any time schedule on this. But he was a little concerned that we've talked about this and it just wasn't on our formal list -- probably because of this agreement. When you get up there around Frontage Rd., there is a portion of Frontage Rd. you take over to Hwy. 65 or something like that....

Mr. Morphew said we have a section of Frontage Rd. we're going to pave that goes from Hwy. 65 West to the Posey County Line -- that's only about 1,200 ft.

Mr. Borries said when they're up in that area doing that -- if we can get everything lined up, that might be a good time to do County Line Rd. West -- then he wouldn't have to move his equipment all over the county.

Mr. Morphew said there is a platted subdivision that just hasn't been built in -- so the road does have probability for quite a bit more traffic.

Mr. Stoll asked if this is going to be an agreement that continues indefinitely? Or be reviewed every ten years or whatever?

Mr. Borries said his guess is that we ought to put a time constraint in there or some kind of time provision so it can come up for periodic review. All things change and there could come a time when someone else may have questions or a dispute could arise. In response to query from Commissioner Borries as to how long a new road could be expected to last, Commissioner Borries said a long time -- with hot mix.

Mr. Morphew said fourteen years. There is no flooding out there and it is low traffic. With 2-1/2 inches base and 1-1/2 inches of surface on there -- he'd say it would go fourteen years.

It was the recommendation of Attorney Kissinger that a ten (10) year review be included in the agreement.

#### RE: CONSENT AGENDA

Commissioner Borries entertained questions on the Consent Agenda.

Request to Move Electrical Plate/Center Township: Mr. Tuley said on Mr. Stucki's request there is a note that says to ask Mark Abell about line cost.

Mr. Abell said he just wanted the Commissioners to be aware that there is an up front charge of \$150 to move the actual plate, itself. To get the additional phone line is also an additional fee that we will be billed by KLF for.

Mr. Borries said he would recommend approval on Mr. Stucki's request, simply because this reassessment is getting ready to roll and, frankly, we don't have any options at this point since KLF is our current provider.

<u>KLF Presentation:</u> Mr. Borries said he might add that a meeting has been set up with KLF, who suddenly has gotten very interested in saving us money. The meeting is scheduled on May 20th.

There being no further comments, upon motion made by Commissioner Tuley and seconded by Commissioner Hunter the Consent Agenda was approved, with the inclusion of the four (4) Notices to Bidders submitted for approval by Mr. Stoll. So ordered.

#### RE: OLD BUSINESS

Commissioner Borries entertained matters of Old Business to come before the Board. There were none.

#### RE: NEW BUSINESS

President Borries entertained matters of New Business to come before the Board.

A.I.C. Meeting: Auditor Humphrey said there is an A.I.C. meeting in Jasper on May 18th beginning at 5:30 p.m. at the KFC and he'd like all three Commissioners there.

Commissioner Borries said he has this on his calendar -- unless a better deal comes along.

Executive Session/May 17th: It was noted by Commissioner Borries that an Executive Session will be held at 4:30 p.m. in Room 307 on Monday, May 17th to discuss Pending Litigation and Personnel Matters.

Executive Session/May 24th & June 1st: Mr. Borries also requested permission to schedule an Executive Session at 4:30 p.m. on Monday,

COMMISSION MEETING May 10, 1993

May 24th and at 4:30 p.m. on Tuesday, June 1st for purposes of discussing Pending Litigation and Personnel Matters.

Mr. Tuley said he thinks he will be in town on June 1st -- but he can't commit at this time.

Mr. Borries said as long as two Commissioners are present -- he is not an advocate for canceling meetings.

Motion to advertise both Executive Sessions was made by Commissioner Tuley, with a second from Commissioner Hunter. So ordered.

<u>Travel Request:</u> Mr. Abell requested permission to travel to Indianapolis on Wednesday to attend an Indiana Bell meting.

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

President Borries again thanked everyone for their kind remarks during this phase of his life.

There being no further business to come before the Board, Commissioner Borries declared the meeting adjourned at 7:35 p.m.

#### PRESENT:

Richard J. Borries, President
Pat Tuley, Vice President
Don Hunter, Member
Sam Humphrey, Auditor
Alan M. Kissinger, County Attorney
Andy Davidson/Given & Spindler Mgmt. Co.
Brian Carroll, Attorney
John Stoll, County Engineer
Bill Morphew, County Highway Supt.
Greg Curtis, INDOT
Keith Lochmueller/Bernardin-Lochmueller
Tom Bernardin/Bernardin-Lochmueller
Jack Waldroup/United Consulting Engineers
Mark Abell/Commission Office
B. J. Farrell/Commission Office
David & Ann Johns/Olivia St. Vacation
Others (Unidentified)
News Media

SECRETARY: Joanne A. Matthews

Richard J. Borries, President

Pat Tuley, Vice President

Don Hunter, Member

RICHARD J. BORRIES

DON L. HUNTER

**PATRICK TULEY** 

#### **AGENDA**

## VANDERBURGH COUNTY COMMISSIONERS

MAY 10, 1993

5:30 P.M.

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|    |      | -     | 10 | • | <br>  |

- 2. INTRODUCTIONS
- 3. PLEDGE OF ALLEGIANCE
- 4. ACTION ITEMS
- A. Any group/individual wishing to address the commission
- B. Roger Lehman/Building Commissionre: 4109 Gayne Avenue/Dilapidated Garage
- C. Andy Davison/Auditorium
  - re: 1) roof repairs
    - 2) exterior painting
    - 3) Reimbursement for expenses per contract...9,344.15
- D. Alexander Ambulance Service, Inc.
  - re: 1) quarterly statement
    - 2) claim for payment/1993 subsidy......55,337.58
- E. Rose Zigenfus/EUTS

re: Monthly update

F. Ordinance Amending Chapter 153 (Zoning Code)

re: Second Reading

G. Petition to Vacate

re: Portion of Olivia Street

Attorney/Johnson Carroll Griffith

# Scheduled Meetings

| Mon   | May : | 10   | Solid Waste<br>County Commissioners                | 4:30<br>5:30  |      |      | 307<br>307 |
|-------|-------|------|--|---------------|------|------|------------|
| Tues  | May : | 11 1 | HAPPY 50TH BIRTHDAY COMMISS                        | IONER         | BORE | RIES | 3          |
| Mon   | May : | 17   | County Commissioners<br>Rezonings                  | 5:30<br>7:00  |      |      | 307<br>307 |
| Thurs | May 2 | 20   | Pigeon Creek                                       | 5:00          | PM   | RM   | 307        |
| Mon   | May : | 24   | County Commissioners<br>Drainage Board Immediately | 5:30<br>Follo |      |      | 307        |
| Mon   | May 3 | 31   | Holiday Building Cl                                | osed          |      |      |            |

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

| Depart  |                |   |  |                        |           |           |  |
|---------|----------------|---|--|------------------------|-----------|-----------|--|
|         |                | <b>APPOINTMENTS</b>   | MADE   |                        |           |           |  |
|         | NAME           | ADDRESS   | POSITION   | SALARY                 |           | EFFECTIVE |  |
| 36Z     | CHARLES LOCKE  | (NEED AL. INFO)   | ADM. AST.<br>SPECIALIST                                  | 8.524<br>17,800        | HR.<br>AN | 5-10-93   |  |
| -1990   | JASON CANNON   | CORREC  | PART-TIME<br>TION OFFICER                                | 7.00                   | HR        | 4-18-93   |  |
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| V       | ANDERBURG      | H COUNTY EI   | MPLOYME  | INT CI                 | HAN       | IGES      |  |
| V       | ANDERBURG      | H COUNTY EI   | MPLOYME  | INT CI                 | HAN       | IGES      |  |
| V/      | ANDERBURG      | APPOINTMENT ADDRESS   | MPLOYME  S MADE  POSITION                                | INT CI                 | HAN       | IGES      |  |
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| V/      | ANDERBURG      | H COUNTY EI  O APPOINTMENT ADDRESS WITHHOLDING EXEMPTION O RELEASE ADDRESS 3646 Branchwood Dr | POSITION  CERTIFICATE WITH THE D  POSITION  CD/STD Nurse | SALA                   | HAR       | BFFECTIVE |  |
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# **VANDERBURGH COUNTY EMPLOYMENT CHANGES**

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| 101 <u>0–1990</u> | Paulette Racine                                       |  | Part-Time  | \$5  | 00             | 3-19-93                                      |
| 1010-1550         | Joyce A. FaElds                                       | 8 W. Mt. Pleasant  | d. Dep. Clerk  | \$626  | 85             | 5-3-93                                       |
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| Depar             | NAME  KARI A. KOOB                                    | H COUNTY EM  IP ASSESSOR  APPOINTMENTS  ADDRESS  805 HARMONY WAY   | POSITION PT-TIME CLERK                                 | SALAR<br>5   | IAN            | IGES   |
| VA<br>Depar       | NAME  KARI A. KOOB                                    | H COUNTY EM  IP ASSESSOR  APPOINTMENTS  ADDRESS  | POSITION PT-TIME CLERK                                 | SALAR<br>5   | IAN            | IGES   |
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| VA<br>Depar       | NAME  KARI A. KOOB                                    | SIGNED BY SIGNED | POSITION PT-TIME CLERK RTIFICATE WITH THIS             | SALAR<br>5   | 1 <b>AN</b> 00 | EFFECTIVE APRIL 30, 19                       |
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RECORDER
COMMISSIONER'S RECORD

# VANUERBURGH GUUNIT EMPLOYMENT CHANGES

|         | NAME               | ADDRESS             | POSITION                 | SALARY |    | EFFECTIVE |
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| 70-1450 | WILLIAM ENGELHARDT | 2900 S. WEINBACH    | IRONWERR. /<br>CARPENTER | 11     | 59 | 4-30-93   |
|         | MICHELLE SCOTT     | 1900 S. GOVERNOR    | GIFT SHOP                | 4      | 25 | 4-23-93 - |
|         | SARAH J. HILL      | R.R.2 BOX 461       | OFFICE                   | 4 :    | 25 | 5-2-93    |
|         |                    |                     |                          |        |    | ,         |
|         | SUSAN BERNHARDT    | 1601 FELSTEAD RD.   | GRED. CRES               | 4      | 25 | 4-28-93 ~ |
|         | TROY COCKRING      | TATA R. BOTTHE CAMP | CREED, CASES             |        | 25 | 4-27-91   |
|         | ANGELA REDMAN      | 6711 HOGUE ED.      | GRIND. CREW              | 4      | 25 | 4-22-93   |
|         | STACIE BALLARD     | 4101 THEATRE DR.    | GIFT SHOP                | 4      | 25 | 4-23-93   |

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

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| WILLIAM ENGELSANDT | 2900 S. WEINBACH        | CRAID. CRISS       | 7 00   | 4-30-93             |
| MICERAL SCOTT      | 1900 S. GOVERNOR        | GIFF SHOP          | 4 25   | 5-3-93              |
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| CORDER             | SIGNED BY MOULT         |                    |        |                     |

# Vanderburgh County Engineering Department

715-A Locust Street - Evansville, Indiana 47708 Telephone: (812)424-9603

## Vanderburgh County Engineering Department

Agenda for May 10, 1993

- 1. Notice to bidders for the construction of the USI interchange
- 2. Brookview Heights Section VII street plan approval and request for sidewalk waiver
- 3. Agreement for the Burkhardt Road railroad crossing improvement
- 4. Revisions to the Lynch Road construction engineering agreement with Bernardin Lochmueller and Associates
- 5. Signatures for the plans for the rehabilitation of bridge 214 on Darmstadt Road

Lk, 7.

orr





2804 A Street • P.O. Box 6429 • Evansville, Indiana 47712
(812) 423-4201 or 423-8051 • FAX 421-5058

LUMBER & CONSTRUCTION CO., INC.

March 26, 1993

Vanderburgh Auditorium Convention Center 715 Locust Evansville, IN 47708

Attention:

Don Chambliss

Subject:

**Exterior Painting** 

Sir:

Deig Bros proposes to supply all necessary labor, equipment and materials to paint the concrete pilasters and stone cap located at the north and south side at the top of the vanderburgh auditorium. Proposed scope of work for this project is located at the upper portions of the auditorium structure approximately 104' x 48' by 42 ft high. Exclusions to this quotation are any lower level items.

All surfaces to receive paint will be pressure washed prior to coating application.

Materials we propose are as manufactured by Glidden Paint Company and applied per manufactures instructions.

Primer and finish coat: Spred House Masonry & Stucco finish No. 3525

For this work we ask a lump sum price of...... 7,990.00

Thank you for the opportunity to quote this work.

DEIG BROS LUMBER & CONSTRUCTION CO., INC.

Mike Rodenberg

mike Nodonberg

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1701 FIRST AVENUE . EVANSVILLE, INDIANA 47710 . (812) 425-2428

March 15, 1993

PLEASE REPLY TO

Vanderburgh County Auditorium 715 Locust Street Evansville, IN 47708

ATTN: Mr. Don Chambliss

RE: Roof Repairs

Dear Mr. Chambliss,

We will furnish labor, material, equipment, supervision and insurance to complete the following work:

1. Furnish four roofers for three weeks (480 man hours) and patching material.

LUMP SUM PRICE:

NINETEEN THOUSAND FOUR HUNDRED DOLLARS (\$19,400.00)

- NOTES: 1. To repair the existing membrane flashings (approx. 3,800 lineal feet) on the roof curbs and walls with tape and plastic cement as needed. After all repairs have been completed, coat the flashing with a fibrated aluminum coating.
  - 2. Check and replace the caulking as needed at the top edge of the wall, metal counter flashing, metal coping cap joints, concrete coping cap joints, and outer metal coping cap at stone panel joint.

Items 1 and 2 are estimated at a cost of: \$4,665.00.

We appreciate the opportunity to quote this project. Please do not hestiate to call if you have any questions or need further information.

Sincerely,

U.S. INDUSTRIES GROUP INC.

Rick D. Gilland

Project Manager Roofing

DURATION OF PROPOSAL: 30 days

(FORMERLY U.S. SHEET METAL AND ROOFING CO., INC.)

D. Zelman

477 6 556



# INDUSTRIAL CONTRACTORS, INC.

engineering installation POST OFFICE BOX 208 EVANSVILLE, IN 47702-0208 TELEPHONE 012 482-7032

March 18, 1993

Civic Center Complex
1 Mertin Luther King Blvd.
Evensville, Indiana 47708

ATTENTION: MR. DON CHAMBLISS

REFERENCE: ROOF MAINTENANCE WORK TO

CIVIC CENTER BLOG

#### Gentlemen:

We propose to furnish all necessary labor, material and equipment to complete the following on a time and material basis.

- 1. Repair potential roof leak and areas in built-up roof flashings with plastic roof cement and membrane civits.
- 2. Could all the top ages of metal counter flashing around the perimeter of building.
- 3, Install fiberetad eluminum roof coating to all built-up roof flashings including ourbe, expansion joints and perimeter wells.
- 4. Check roof over for deteriorating spots, and repair these areas with a cold process method.

A ball park figure for the shove work would be:

SEVENTEEN THOUSAND DOLLARS (\$17,000.00)

Our price is based on a four man crew. IS days and approximately \$2,500.00 worth of material.

We do not guerantee roof maintanance work against roof leaks.

Respectfully yours,

INDUSTRIAL CONTRACTORS, INC.

• •

Den Lehman

Assistant Roofing Mgr.

ni men

Board of Commissioners

OF THE

COUNTY OF VANDERBURGH
305 ADMINISTRATION BUILDING
CIVIC CENTER COMPLEX
EVANSVILLE, INDIANA 47708
PHONE (812) 426-5241



Ms. Marka Wildman
Local Transportation Section, Room N601
Division of Program Development
indiana Department of Transportation
100 N. Senate Avenue
Indianapolis, Indiana 46204

Re: Construction Engineering Services

Lynch Road Phase I, Bridge over Pigeon Creek, and Bridge over Crawford-Brandels Ditch,

Vanderburgh County

Project Nos.: STP-MASTP-DSB-M-E 185 (1), Des. No.: 7920560; STP-E185(4), Des. No.: 7985835;

STP-E185(5), Des. No.: 7908365 BLA Project No.: 92-032-2

Dear Ms. Wildman,

Please find enclosed two copies of a revised page 2 of the 4 page Appendix "D" for the Construction Engineering Services agreement for the above referenced project. We have changed the estimated total labor and overhead costs to include the overtime premium, per your instructions.

١

Please replace the corresponding pages in the original agreements with the enclosed revised pages.

Feel free to call Tom Bernardin at (812) 426-1737 or me should you have any questions.

Domes

Sincerely,

BOARD OF COUNTY COMMISSIONERS VANDERBURGH COUNTY

Richard J. Borries

President

Enclosures: 2 - Amended Appendix "D"

reimbursement thereof.

- 3. The total amount of the fixed fee is \$ 74,581.00
- 4. The total compensation for Section A(1), (2) and (3) of this Appendix "D" shall not exceed \$\frac{605.734.00}{200}\$ unless approved in writing by the LOCAL PUBLIC AGENCY, Indiana Department of Transportation and Federal Highway Administration.
- 5. A breakdown of the estimated costs for the project is as follows:

| Base Payroll Cost                      | \$186,173.00 |
|--|--------------|
| Payroll Burden and General Overhead    |              |
| @ <u>157.84%</u>                       | \$293.855.00 |
| Overtime Premium                       | \$ 17,179.00 |
| Estimated Total Labor & Overhead Costs | \$497,207.00 |
| Fixed Fee                              | \$ 74.581.00 |
| Direct Non-Salary Costs                | \$ 33,946.00 |
| TOTAL                                  | \$605,734.00 |

6. All costs including Fixed Fee attributed to this contract shall be allocated to the respective project according to the following percentage ratio:

| Project No.                      | Project<br><u>No.</u>        | Des. No.           | <u>Percent</u>   | Estimated<br>Construction Cost |
|----------------------------------|------------------------------|--------------------|------------------|--------------------------------|
| Road Grading<br>Pigeon Creek Br. | STP-M-E185(1)<br>STP-E185(4) | 7920560<br>7985835 | 56.52%<br>33.06% | \$3,289,882.00<br>1,924,462.64 |
| Crawford-<br>Brandeis Ditch      | STP-E185(5)                  | 7908365            | 10.42%           | 606.710.88                     |
|                                  |                              |                    | 100.00%          | \$5,821,055.52                 |

# B. Method of Payment

1. Payment shall be made monthly to the CONSULTANT upon submission to the LOCAL PUBLIC AGENCY of an invoice, including an amount of the Fixed Fee

Page 2 of 4 Pages

92-032-2 Appendix "D"

# ALVIN E. STUCKI

CENTER ASSESSOR

VANDERBURGH COUNTY

ROOM 223, CITY-COUNTY ADMINISTRATION BUILDING EVANSVILLE, INDIANA 47708

PHONE 426-5274

APRIL 30, 1993

HONORABLE COUNTY COMMISSIONERS:

I AM REQUESTING PERMISSION TO REMOVE AN ELECTRICAL FLOOR PLATE THAT IS IN A DANGEROUS LOCATION AND REQUESTING PERMISSION TO HAVE A PHONE LINE INSTALLED. A
THE COST FOR THIS WILL BE \$150. PER MR. UTLEY.

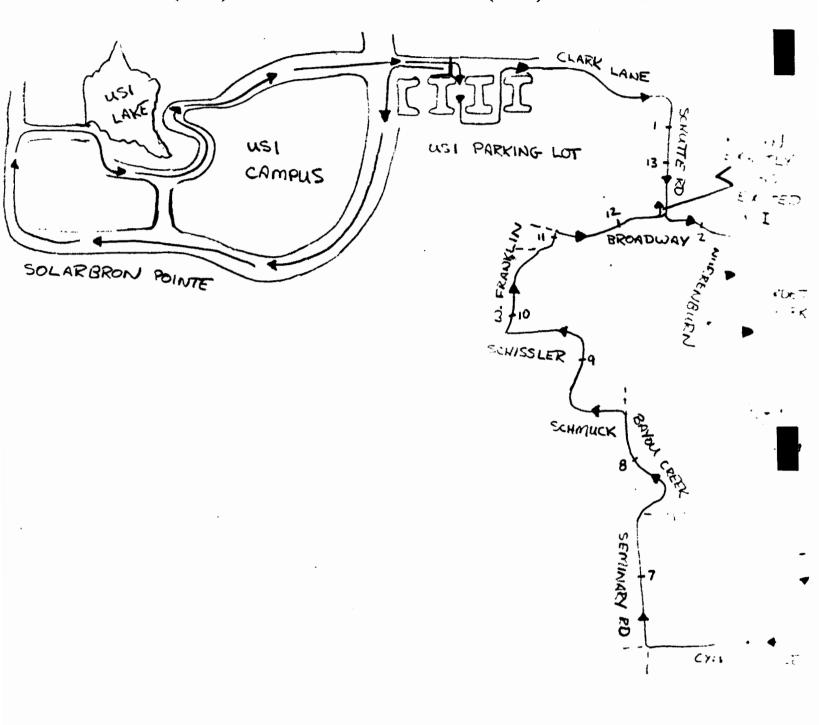
ALVIN E. STUCKI CNETER ASSESSOR

A ask mark about phone line cost.

# 1993 RIVER CITY DUATHLON & 4K RUN COURSE MAPS

4K (2.46M) RUN COURSE

23K (14.3M) BIKE COURSE



# VANDERBURGH COUNTY BRIDGE CREW PROGRESS REPORT Friday, April 30, 1993 thru Thursday, May 6, 1993

# Friday, April 30, 1993

Crew #1 - worked on OakHill Road Bridge.

Crew #2 - rocked Mt. Pleasant Road culvert and hauled old pipe to General Waste.

Crew #3 - worked on Chapel Hill drop box and moved all aluminum pipe on pile.

## Monday, May 3, 1993

Crew #1 - worked on Coliseum parking lot, install culvert on Barton Lane, clean drains in Evergree Acres.

Crew #2 - break headwalls on Hillsdale with compressor, clean trash off drop boxes in Chapel Hill, road saw Woodland Lane culvert and clean in front of first culvert.

Crew #3 - weed eat around guardrails and bridges on St. Joe Ave, and clean drains on St. Joe Ave.

# Tuesday, May 4, 1993

Crew #1 & #2 - worked on repairing Oakhill Road.Bridge.

# Wednesday, May 5, 1993

Crew #1 - Duracrete holes at Coliseum Parking Lot, cut grass and weeds at guardrails.

Crew #2, #3, & Backhoe - replaced culvert pipe on Seib Road.

# Thursday, May 6, 1993

Crew #1 & #2 - install culvert on Old State Road.

Crew #3 -cut off pipe and seed yard on Seib Road, cut weeds around guardrails.

# **CITY OF EVANSVILLE**

# INTER-DEPARTMENTAL MEMORANDUM

| DATE | May 10. 199     | 3                      |
|------|-----------------|------------------------|
| TO:  | Richard Bor     | ries                   |
| FROM | Roger Lehma     | n                      |
| SUBJ | ECT: 4109 Gayne | RE: Delapidated Garage |
|      |                 |                        |

- 1) Be advised the garage at the above address has been razed and debris removed. No action required at this time.
- 2) To date we have processed seven (7) weed complaints.
- 3) Another delapidated garage at 6616 Upper Mt. Vernon Rd. should be razed this week.

RLL:rs

#### Loan Agreement Page Two

Karen F. Carter, Vice President

- 9. Immunity of Members, Officers, Agents and Directors of Metro. No recourse shall be had for the payment of any claim based on this Agreement or any supplement hereto against any director, agents, members or officers of Metro past, present or future, or any successor corporation as such, either directly or through Metro or any such successor corporation, whether by virtue of any statute, rule or law or by the enforcement of any assessment, penalty or otherwise, all such liability, whether at common law, in equity, by any statute or otherwise, of members, directors, agents or officers as such, being released as a condition of and consideration for, the execution of this Agreement.
- 10. Disbursement of Funds. The County shall disburse the loan funds to Metro in one installment to be made within ten (10) days of the execution of this Agreement.
- 11. Benefit. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.
- IN WITNESS WHEREOF, the County has caused the execution hereof by its duly authorized officers, and Metro has caused the execution hereof by its duly authorized officers, all as of the day and year first above written.

**VANDERBURGH COUNTY, INDIANA** 

|                       | Board of County Commissioners               |
|-----------------------|---|
|                       | By:   |
|                       | By:<br>Patrick Tuly, Vice President         |
| ATTEST:               | By:   |
| Sam Humphrey, Auditor | METRO SMALL BUSINESS ASSISTANCE CORPORATION |
| ATTEST:               | By: Steve Witting, President                |

# **PROMISSORY NOTE**

# METRO SMALL BUSINESS ASSISTANCE CORPORATION

| June, 1993<br>Evansville, indiana  | Original Principal: \$150,000.00  |
|--|---|
| (hereinafter "Metro"), a not-for-profit corporation of the laws of the State of Indiana, hereby  | Metro Small Business Assistance Corporation on organized and existing under and by virtue promises to pay to the order of Vanderburgh principal sum of One Hundred Fifty Thousand ant"), without interest.  |
| Five Hundred Dollars (\$37,500.00), with the subsequent payments due on October 15th of in full. This Promissory Note is executed and the County and Metro dated even date here. | our annual installments of Thirty-Seven Thousand e first payment due on October 15, 1994 and f the succeeding years, until the principal is paid delivered pursuant to a Loan Agreement between with. All of the terms, conditions, and provisions e thereto, incorporated herein as a part of this |
| notice of default of the payment of any amou   | nce, presentment, protest, notice of dishonor and nt at any time payable to the County under or in yable hereunder are payable without relief from  |
| All terms used in this Note which are define assigned to them in the Loan Agreement.   | ed in the Loan Agreement shall have the meanings  |
| IN WITNESS WHEREOF, Metro has caused and on its behalf by its President and Secretary, a   | this Promissory Note to be duly executed in its name as of the date first written above.  |
| Metro Sm   | all Business Assistance Corporation   |
| BySteve  | Witting, President  |
| ATTEST:  |   |
| Karen E Carter Vice President  |   |

- c. Interest shall accrue from the date of the disbursement of the loan proceeds to the Company and a payment of interest only shall be due and payable on or before October 1, 1993. Principal shall be repaid in four annual installments of Thirty Seven Thousand Five Hundred Dollars (\$37,500.00), plus accrued interest, with the first payment due on October 1, 1994 and subsequent payments due on October 1st of the succeeding years, until the principal is paid in full.
- d. The proceeds of the Loan shall be disbursed to the Company in one payment within ten (10) days of the execution of this Loan Agreement and Promissory Note.
- 4. <u>Sale or Refinancing</u>. The entire balance of the outstanding principal of the Promissory Note shall become immediately due and payable upon the bankruptcy, reorganization, syndication, dissolution or liquidation of the Company, except where approved by Metro, or upon the sale, partial sale, refinancing, exchange, transfer, sale under foreclosure, or other disposition of the secured assets.
- 5. Security. As security for the repayment of the Loan, the Company shall grant to Metro a security interest in the project Machinery and Equipment. The security interest shall be junior, inferior and subordinate to the lien of the first security interests in favor of Amerian National Bank and Trust of Chicago, Illinois and LaSalle Bank Lake View of Chicago. Illinois (the "Banks") and a second security interest of the City of Evansville. The form of the Security Agreement to be delivered hereunder shall be substantially as set forth in Exhibit B, which is attached hereto, made a part hereof, and incorporated by reference as if fully set forth herein. Metro agrees to and shall execute and deliver such additional instruments, documents and assurances which may be required, from time to time, to evidence and confirm the junior and subordinate status of the Security Interest.
  - 6. Prepayment of Loan. The loan may be prepaid at any time, for no additional charge.
  - 7. <u>Company's Covenants</u>. The Company covenants as follows:

Company will keep and maintain books, records, and other documents relating directly to the receipt and disbursement of the proceeds of the loan hereunder, and the Company agrees, upon reasonable prior notice and at Metro's sole cost and expense, that any duly authorized representative of Metro at all reasonable times, be permitted access to and the right to inspect, copy, audit, and examine all such books, records and other documents of the Company until the completion of all of the requirements of this Loan Agreement and until the final settlement and conclusion of all issues which may arise with respect to this Loan Agreement.

- 11. <u>Metro's Representations and Warranties</u>. Metro represents and warrants to the Company as follows:
  - a. Metro is an Indiana not-for-profit corporation and has full power and authority to make this Agreement and to perform it in accordance with its terms.
  - b. The execution, delivery and performance of this Loan Agreement has been duly authorized by proper proceedings of the Executive Loan Committee of Metro.
- 11. Events of Default. Each of the following shall constitute an Event of Default under this Agreement:
  - a. A default in the payment when due of any principal or interest on the Promissory Note.
  - b A default under the provisions of the Loan Agreement between the Company and the Banks or of the Loan Agreement between the Company and the City of Evansville which is not cured within the grace period granted to the Company by the loan agreements.
  - c. The insolvency of the Company, an admission in writing of inability to pay debts as they mature, an adjudication of bankruptcy or insolvency, or a general assignment for the benefit of creditors; the application by the Company for, or its consent to or acquiescence, the appointment of a trustee or receiver for the Company or for a substantial part of the property thereof who is not discharged within ninety (90) days; or the institution by or against the Company of any bankruptcy, reorganization, debt arrangement or other proceeding under any bankruptcy or insolvency law or any dissolution or liquidation proceeding, except the voluntary dissolution, not under any bankruptcy or insolvency law, which if instituted against the Company is consented to or acquiesced in by the Company or remains undismissed for ninety (90) days.
  - d. Failure by the Company to comply with or perform any provision of this Agreement not constituting an Event of Default under any of the preceding provisions of this Section 11 and the continuation of this failure for ninety (90) days after notice thereof to the Company from Metro or the holder of the Promissory Note.
  - e. The making by the Company herein of any warranty that is breached or is faise or misleading in any material respect, or the furnishing by the Company to Metro of any schedule, certificate, financial statement, report, notice, or other writing that is false or misleading in any material respect on the date on which the facts therein set forth are stated or certified.

- 19. <u>Cost and Expenses</u>. The Company agrees to pay on demand all out-of-pocket costs and expenses of Metro, including reasonable attorney's fees and legal costs, incurred by Metro in connection with the enforcement of this Agreement, the Promissory Note, and other instruments or documents, or any collateral security. All obligations provided for in this Section 20 shall survive any termination of this Agreement.
- 20. <u>Captions</u>. Section captions used in this Agreement are for convenience only and shall not effect the construction of this Agreement.
- 21. <u>Gender</u>. Throughout this instrument, the masculine gender shall be deemed to include the feminine and neuter gender. The singular shall be deemed to include the plural and vice versa wherever required by context.
  - 22. <u>Benefit</u>. This Agreement shall be binding upon and inure to the benefit of the successors and assigns of the respective parties hereto.

IN WITNESS WHEREOF, Metro has caused the execution hereof by its duly authorized officers, and the Company has caused the execution hereof by its duly authorized officers, all as of the day and year first above written.

|                                    |          | Metro<br>Corpora |           | Business                              | Assistance |
|------------------------------------|----------|------------------|-----------|---------------------------------------|------------|
|                                    |          | By               | Witting   | , President                           |            |
| ATTEST:                            | Address: | 1 N.W. N         | Martin Lu | Complex<br>other King, Jr<br>708-1869 | . Blvd.    |
| Karen F. Carter, Vice President    |          |                  |           |                                       |            |
|                                    |          | COLLIS           | INC.      |                                       |            |
| ATTEST:                            |          | By               | Kranovic  | ch, President                         | /COO \     |
| Jim N. Braudt, Secretary/Treasurer |          |                  |           |                                       |            |

Address: P.O. Box 2962

Clinton, lowa 52733-2962

## SECURITY AGREEMENT

THIS SECURITY AGREEMENT, made, entered into, executed and delivered at Evansville, Indiana, this \_\_\_\_\_\_ day of June, 1993, by and between the Metro Small Business Corporation, an Indiana not-for-profit corporation (hereinafter "Metro") and Collis Inc., a corporation organized and existing under and by virtue of the laws of the State of Delaware, (hereinafter "Collis").

#### WITNESSETH:

WHEREAS, Metro has agreed to loan to Collis the sum of One Hundred Fifty Thousand Dollars (\$150,000.00) for the purpose of partially financing the acquisition of Equipment (the "Loan"); and

WHEREAS, said Loan shall be evidenced by a Promissory Note (hereinafter "Promissory Note") and will be secured by a subordinate security interest on the Equipment (the "Security Agreement")

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, Metro and Collis hereby agree as follows:

## 1. Definitions. As used herein:

- a. The term "Collateral" shall mean all property or rights in which a security interest is granted hereunder.
- c. The term "Equipment" shall mean all equipment, furniture, fixtures, machinery and tangible personal property of Collis which are described in Exhibit A hereto and any substitutions and replacements therefor, whether now owned or hereafter acquired, and the proceeds from the sale, transfer or other disposition thereof.
- d. The term "Note" shall mean the Note executed by Collis evidencing the Loan by Metro to Collis, and any extensions or renewals thereof dated as of the date hereof.
- e. The term "Project" shall mean the assets acquired by Collis for the furnishing and equipping of a 120,000 square foot manufacturing facility to be located at 3001 Max Road in Evanville, Indiana.
- 2. Security Interest in Collateral. As security for the payment and performance of the Note, Metro shall have, and Collis does hereby grant, a security interest in the Equipment and all property of like kind or type hereafter acquired by Collis in substitution or replacement thereof. Said security interest shall be junior, inferior and subordinate to the lien of the first security interests of American National Bank and Trust of Chicago, Illinois and LaSaile Bank Lake View of Chicago, Illinois and shall also be subordinate to the lien of the secondary security interest of the City of Evansville.

- 5. Power to Sell or Collect Collateral. Upon the occurrence of any event of default herein or in the payment of the Note and at any time thereafter (such default not having previously been cured) Metro shall have, subject to the prior rights of the Banks in the collateral, and to the extent permitted by law, in addition to all other rights and remedies permitted by law, the remedies of a secured party under the Uniform Commercial Code (regardless of whether the Code has been enacted in the jurisdiction where rights or remedies are asserted) including, without limitation, the right to take possession of the Collateral, and for that purpose Metro may, so far as Collis can give authority therefor, enter upon any premises on which the Collateral may be situated and remove the same therefrom. Metro shall give to Collis at least ten (10) days prior written notice of the time and place of any public sale of Collateral or of the time after which any private sale or any other intended disposition is to be made.
- To the extent permitted by law, Collis waives demand, notice, protest, Waivers. notice of acceptance of this Agreement, notice of loans made, credit extended, Collateral reviewed or delivered or other action taken in reliance hereon and all other demands and notices of any description. With respect to both the Note and Collateral, Collis assents to any extension or postponement of the time of payment or any other indulgence, to any substitution, exchange, or release of Collateral, to the addition or release of any party or person primarily or secondarily liable, to the acceptance of partial payments thereon and the settlement, compromising or adjusting of any thereof, all in such manner and at such time or times as Metro may deem advisable. Except as provided by law, Metro shall have no duty as to the collection or protection of the Collateral, or any income therefrom, nor as the preservation of any rights pertaining thereto beyond the safe custody thereof. Metro may exercise its rights with respect to Collateral without resorting or regard to other Collateral or sources or reimbursement for the Note. Metro shall not be deemed to have waived any of these rights upon or under the Note or Collateral unless such waiver be in writing and signed by Metro. No delay or omission on the part of Metro in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one occasion shall not be construed as a bar to the exercise of any right on any future occasion. All rights and remedies of Metro as to the Note or Collateral whether evidenced hereby or by any other instrument or papers shall be exercised singularly or concurrently.

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Collis Inc. Security Agreement Page Five

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IN WITNESS WHEREOF, Metro has caused the execution hereof by its duly authorized officers, and Collis has caused the execution hereof by its duly authorized officers all as of the day and year first above written.

# METRO SMALL BUSINESS ASSISTANCE CORPORATION

|                                    | BySteve Witting, President  |  |  |  |
|------------------------------------|---|--|--|--|
| ATTEST:                            | Address: 306 Civic Center Complex<br>1 N.W. Martin Luther King, Jr. Bivd.<br>Evansville, IN 47708 |  |  |  |
| Karen F. Carter, Vice President    |   |  |  |  |
|                                    | COLLIS INC.   |  |  |  |
| ATTEST:                            | ByR.L. Kranovich, President/COO   |  |  |  |
| Allesi:                            |   |  |  |  |
| Jim N. Braudt, Secretary/Treasurer |   |  |  |  |

A claim to be properly itemized, must show: Kind of service, where performed, dates service rendered, by whom, rate per day, number of hours, rate per hour, price per foot, per yard, per hundred, per pound, per ton, etc.

# **VANDERBURGH COUNTY, INDIANA**

VENDOR NAME Given & Spindler Management Co., Inc. # 1867

On Account of Appropriation for 1440-3790 Auditorium (Professional Services)

| Invoice No. | Itemized Claim                           | Amount   |    |  |  |
|-------------|--|----------|----|--|--|
|             | Reimbursement for expenses               | \$9,344. | 15 |  |  |
|             | per contract dated April 6, 1992 between |          |    |  |  |
|             | Given & Spindler and the County          |          |    |  |  |
|             | Commissioners.                           |          |    |  |  |
| •           |  |          |    |  |  |
|             |  |          |    |  |  |
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|             |  |          |    |  |  |
|             |  |          |    |  |  |
|             |  |          |    |  |  |
|             | Total                                    | \$9,344. | 1  |  |  |

Pursuant to the provisions and penalties of Chapter 155, Acts of 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due. are allowing all just credits, and that no part of the same has been/paid.

Date May 5, 19 93

4 17

to be properly itemized, must show: Kind of service where performed, dates service rendered, by whom, rate per day, number s, rate per hour, price per foot, per yard, per hundred, per pound, per ton, etc.

| nderburgl | County, | Indiana |
|-----------|---------|---------|
|-----------|---------|---------|

To Bernardin, Lochmueller & Assoc., Inc.
20 NW Fourth St., Suite 606-Hulman Bldg.
Evansville, IN 47708

On Account of Appropriation For..

| 19          |    | Order<br>Number | ITEMIZED CLAIM                                       | D | DOLLARS Cts. |         |              |              |  |  |
|-------------|----|-----------------|--|---|--------------|---------|--------------|--------------|--|--|
| April       | 30 | 6               | Fee due for USI Interchange & S.R. 62 Right-of-Way   |   | 1            | 1 4     | 8            | 63           |  |  |
|             |    |                 | Services. INDOT Project No.: C-E 180(1). BLA Project |   |              |         |              |              |  |  |
|             |    |                 | No.: 92-057-5(6).                                    |   |              |         | $oxed{\Box}$ |              |  |  |
|             |    |                 |  |   | _            | $\perp$ | $\perp$      |              |  |  |
|             |    |                 |  |   | $\perp$      | $\perp$ | $\perp$      |              |  |  |
|             | 1  |                 |  |   | 1            | $\perp$ | $\downarrow$ |              |  |  |
|             |    |                 |  |   | _            | $\perp$ | $\perp$      |              |  |  |
|             | 1  |                 |  |   | _            | +       | $\downarrow$ | <u> </u>     |  |  |
|             | 1  |                 |  |   | 4            | $\perp$ | $\downarrow$ | <u> </u>     |  |  |
|             |    |                 |  |   | 4            | +       | +            | -            |  |  |
| <del></del> | -  |                 | <u> </u>   |   | $\dashv$     | +       | +            | <del> </del> |  |  |
|             |    |                 |  |   |              | $\perp$ | T            |              |  |  |

Pursuant to the provisions and penalties of Chapter 155, Acts of 1953.

| I hereby certify that the foregoing account | s just and correct, that the amount claimed | is legally due, after allowing all , as creed as |
|---|---|--|
| and that no part of the same has been paid. |   |  |

|      |                           |        |          |      | T. F Z.     | •••• | ••••• |            |
|------|---------------------------|--------|----------|------|-------------|------|-------|------------|
| Date | April 30, 1993            |        | Th       | omas | G. Bernardi | n, S | ecret | Title      |
|      | Relocation Assistance:    | 1      | parceis  | -    | 1,925.00    | !    | U     |            |
|      | Property Management:      | 1      | parcels  | =    | 600.00      |      | . 0   | 3 33       |
|      | SUBTOTAL                  |        |          | -    | \$90,758.69 |      | *     | \$1,143 63 |
|      | Less Amount Prev          | iously | y Billed |      | (89,610.06) |      |       |            |
|      | TOTAL AMOUNT DUE THIS INV | OICE   |          | -    | \$1,148.63  |      |       |            |

**VANDERBURGH COUNTY, INDIANA** 

A claim to be properly itemized, must show: Kind of service, where performed, dates service rendered, by whom, rate per day, number of hours, rate per hour, price per foot, per yard, per hundred, per pound. per ton, etc.

| VANDERBURGH CO     | UNIT, INDIANA   |            |
|--------------------|---|------------|
| VENDOR NA          | AME SHETLER MOVING & STORAGE  | = * 3591   |
| On Account of Appr | ONTY, INDIANA  AME SHETLER MOUING & STORAGE  Proprietion for 430 BOND - USI |            |
| invoice No.        | itemized Claim  | Amount     |
| ZIIT               | Re: Mrs. E.L. SCHOETTLIN  |            |
| •                  | 4609 WHITMOOR AUR   |            |
|                    | 41714   |            |
|                    |   |            |
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|                    |   |            |
|                    |   |            |
|                    |   | <b></b>    |
|                    | • •   | \$ 1108 00 |

Pursuant to the provisions and penalties of Chapter 155, Acts of 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

MAY 0 5 1993

a to be properly itemized, must show: Kind of service where performed, dates service rendered, by whom, rate per day, number rs, rate per hour, price per foot, per yard, per hundred, per pound, per ton, etc.

# Anderburgh County, Indiana

To ... United Consulting Engineers, Inc.

1625 N Post Road Indpls., IN '46219-1995 

| 19 | Order<br>Number | ITEMIZED CLAIM   | DOLLARS Cts. |   |              |                    |   |
|----|-----------------|--|--------------|---|--------------|--------------------|---|
|    |                 | For Construction Engineering Services on Project Greene    |              |   |              |                    |   |
|    |                 | River Road Reconstruction - Section "A" INDOT Contract     |              |   |              |                    |   |
|    |                 | R-19511, Vanderburgh County, Indiana Project MAM-ME-340(6) |              |   |              |                    |   |
|    |                 | in accordance with our Agreement dated Janaury 20, 1992    |              | _ |              | Ц                  | 1 |
|    |                 | and your Notice to Proceed letter dated February 20, 1992  |              | 1 | $\perp$      | $\perp$            |   |
|    |                 |  |              |   |              | $\perp$            |   |
|    |                 | For the period from 03/20/93 thru 04/16/93                 |              | 1 | $\perp$      | $\perp$            |   |
|    |                 |  |              | 1 | $\perp$      | $\perp \downarrow$ |   |
|    |                 | TOTAL AMOUNT DUE THIS INVOICE # 13                         | 9            | 1 | 5 1          | b                  | 6 |
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Pursuant to the provisions and penalties of Chapter 155, Acts of 1953.

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just counts, and that no part of the same has been paid.

.. United . Consulting .Engineers .. Inc . . . . . Title Jacob E. Hall. President

Invoice #1 04/01/92 8,761.70 Paid Invoice #2 03/01/92 S 17,993.38 Paid Invoice #3 06/01/92 S 20.424.84 Paid Invoice #4 07/01/92 S 20,365.69 Paio Invoice #3 07/29/92 S 33,449.73 Paid Invoice #6 08/13/92 10,890.57 Paid Invoice #7 09/18/92 21,250.31 Paid Invoice #8 11/18/92 S 40.327.26 Paid Invoice #9 01/08/93 S 33,004.53 Invoice #10 02/03/93 S 10.801.39 Paid Invoice #11 03/01/93 S 11.344.07 Paid Invoice #12 03/31/93 S 6.393.30 Unpaid Invoice #13 04/23/93 9,510.67 This i.r.

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\$ 358.533.15 Total A To Exceed

1625 N. Post Road, Indianapolis, IN 46219-1995 • Phot. 5 /5 2585 Fax: (317) 895-2596 A claim to be properly itemized, must show: Kind of service, where performed, dates service rendered, by whom, rate per day, number of hours, rate per hour, price per foot, per yard, per hundred, per pound, per ton, etc.

# VANDERBURGH COUNTY, INDIANA

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| I hereby certify that the foregoing | g account is just an | id correct, that the amount claimed is legally due, after |
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|                                     |                      | COUNTY ATTORNEY   |
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# MINUTES COUNTY COMMISSIONERS MEETING MAY 17, 1993

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### MINUTES COMMISSION MEETING MAY 17, 1993

The Vanderburgh County Board of Commissioners met in session at 5:30 p.m. on Monday, May 17, 1993 in the Commissioners Hearing Room, with President Rick Borries presiding.

#### RE: <u>INTRODUCTIONS & PLEDGE OF ALLEGIANCE</u>

President Borries called the meeting to order and stated that, for the record, an Executive Session was held prior to this meeting — as advertised — at 4:30 p.m. for purposes of discussing pending litigation and personnel matters. He then welcomed the attendees, introduced members of the County Staff and asked the group to stand for the Pledge of Allegiance.

Mr. Borries subsequently 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 the agenda. There was no response from the audience and Commissioner Borries stated the Board will proceed with the printed agenda.

RE: AUTHORIZATION TO OPEN BIDS FOR TRANSPORTATION SERVICES
FOR THE ELDERLY & HANDICAPPED, PERSONAL COMPUTERS FOR
THE ASSESSORS & INSTALLATION OF A LIQUID RUBBER ROOF
FOR THE COUNTY HIGHWAY GARAGE

President Borries noted there are bids to be opened today on the subject projects and a motion was entertained.

Upon motion made by Commissioner Tuley and seconded by Commissioner Hunter Attorney Alan Kissinger was authorized to open all of the subject bids. So ordered.

#### RE: <u>AUTOMOBILE TITLE (FOR SIGNATURE)</u>

Commissioner Borries asked Mr. Mark Abell to offer explanation of this item.

Mr. Abell said the vehicle was in an accident and was basically totalled. It has now been sold to a salvage yard and they need signatures on the title to complete the sale. This was set up by the Sheriff's Department.

Motion made by Commissioner Tuley that President Borries execute the title, with a second from Commissioner Hunter. So ordered.

# RE: <u>JOINT PROMOTION WITH BURDETTE PARK (WSTO/EVANSVILLE COURIER</u> OF "CLASSY INTRODUCTIONS" SINGLES EVENTS

President Borries said the Commissioners should have in their meeting packets a letter from Jack Pate of the Evansville Courier with regard to a joint promotion with Burdette Park -- "Classy Introductions" singles events. Neither the Courier nor WSTO make any profit from the event. There is an Admission Fee of \$1.50, however, to cover expenses for the D.J. and Burdette Park staffing. In exchange for the promotion, they request that the park provide the facility at no charge. They would like to use the upper deck area above the pool from 6:00 p.m. - 11:00 p.m. on June 23rd and July 21st that would include a live D.J. and a licensed and insured caterer. In case of rain, the event would be moved to the Pavilion. The past four "Classy" events have drawn an estimated 300 people to Elliott's for dancing and fun. In case the admission falls short of what is needed to meet the payroll expenses of Park Personnel, the Courier will guarantee to meet the payroll expense.

Upon motion made by Commissioner Tuley and seconded by Commissioner Hunter, the request was approved as submitted. So ordered.

RE: ORDINANCE AMENDING CHAPTER 153 (ZONING CODE) OF THE VANDERBURGH COUNTY CODE OF ORDINANCES (FINAL READING)

Ms. Beverly Behme of the Area Plan Commission was recognized and asked to briefly recap the amendments to the ordinance.

Ms. Behme said basically in the previous code they had insurance and real estate offices in a C-1 zoning classification. What they are doing is putting them with all the other offices -- not making a distinction of zoning classification. An insurance office can go in a CO-1 or a CO-2; a real estate office can go in a CO-1 or a Co-2 classification, rather than the higher zoning classification of C-1. They are leaving broadcasting station and financial institution, which are currently in the C-1 zoning classification, right where they are. In Section 153.092, they are just making the dimensions on the two-way access current with what EUTS has as their access standards. Section 153.154 are an amendment to the Special Use designations -- what they have done, Special Use #2 is for churches. They have added churches and church operated incidental and accessory facilities on the same site. Instead of having to come back for a church-sponsored day care, a churchsponsored pre-school or adult care or soup kitchens or shelters, it is all going to be classified under one Special Use for churches. Special Use #28 are day care, home day care -- the State changed the maximum number to 12 and the number from 1 to 5, you don't need a special use. That is just babysitting. From 6 to 12 you need a special use. The code currently reads from 5 to 10 full time or part time -- and we're not distinguishing between full time and part time. What we've done is we've brought our Special Use #28 category in line with what the State Welfare license requires, so ours are not different. The City has passed theirs (on January 19th, she thinks) so theirs is in effect right now. APC is trying to keep both the City and County code as much alike as they can.

President Borries thanked Ms. Behme and entertained questions of the Board. There being none, a motion was entertained.

Motion to approve the Ordinance as submitted was made by Commissioner Tuley, with a second from Commissioner Hunter.

Mr. Borries then asked for a roll call vote: Commissioner Hunter, yes; Commissioner Tuley, yes; and Commissioner Borries, yes. So ordered.

# RE: LOAN REQUEST/COLLIS CORPORATION

Ms. Mariann Kolb was recognized and said she proposed the Commissioners approve a loan request for a loan to Collis Corporation for \$150,000. After approved by County Council for appropriation of the money, she proposes the money be given to Metro SBAC. This is a not-for-profit certified development corporation that was established in the 1980's. It has been funded — initially with a \$6,000 donation from the banks from the City of Evansville. Since then it has been funded administratively by the City of Evansville with federal funds. All of the monies that have gone into all of the accounts have either come from the City, the Economic Development Administration or Vanderburgh County. In 1986, the County received a loan from the Department of Commerce for the Sunbeam Corporation (she believes it was for \$150,000). With the repayment of that money from Sunbeam, a Vanderburgh County Revolving Fund Loan was established. In 1987, in order to supplement that money she went to the Commissioners and then to Council for additional appropriations into that fund. She believes Council appropriated \$25,000 one year and \$40,000 the next — so subsequently those amounts in 1987 and 1988 were put into that

So we do have a revolving loan fund that is administered by fund. Metro SBAC. In the loan documents prepared for the Commissioners they stated that the terms of the loan would be a 3% loan to Collis, payable over a 5 year period and the loan would be used for them to purchase manufacturing equipment. They are going to purchase about \$5.5 million in manufacturing equipment. In order to service this loan, Metro would be the easiest vehicle to do that -- that is what they do. "Metro is not a City department. It is, however, staffed by staff out of DMD that are getting paid by City funding through federal funds. In the loan document (as mentioned earlier) it mentions that the 3% interest that would be earned (about \$12,000) on the Collis loan be transferred to the County revolving loan fund to use for additional loans for This is the suggestion that since there has been no companies. additional money put into this fund since 1988, this is just a vehicle via which to help supplement that fund. In the event of default by Collis Corporation, there will be a subordinated interest agreement that Metro will have on the manufacturing equipment and in the event of a default that security interest will be transferred from Metro to the County -- so you would be protected in that way. It is not unusual for the City when we use our funds that we have available to make a 3% loan to work out flexible terms for a company. In this case, one thing that the company asks is that the first year they only make an interest payment (which we have agreed to do) and then subsequently for four years after that they will make payments back of \$37,500 per year. They also ask that their first payment be on October 1, 1993. However, since this is now approaching May and June and they have not drawn their money down -- if the Commission approves this she would like authority to be able to change that date to a different date and give them a little more time, rather than two months of interest only money. They are going to do that on their end -work with the company to make it flexible for them. These are also the terms they are using on the City's loan -- \$150,000 for 5 year repayment, 3% interest, interest only the first year. They also They also withhold a security interest in the equipment. Karen Carter, who is Vice President of Metro, is here tonight for any specific questions about Metro. Metro has a 25 member board. Mr. Borries sits on the large board for Metro. It also has an Executive Loan Committee of about 10 members and it is this loan committee that traditionally reviews all the loans that are prepared for either the Small Business Administration or the County revolving loan fund, or the City's three revolving loan funds and gives approval to those loans."

Commissioner Borries thanked Ms. Kolb for her presentation. He said with regard to our options in this matter, if Metro does not do this — there are a couple of things we have to do. We have to go to County Council to obtain the money, which we haven't done. If Metro does not administer this — then we would have to have somebody from the County, and it would probably come through Sam's office to do this. In other words, if they don't do it, someone has to do it. This is a loan, so the County will recoup its money, which is different from an outright grant — and we have a lot of requests on those, too.

Ms. Kolb said they get a lot of requests for those, but they don't believe in grants. No one does grants anymore.

Mr. Hunter asked, "And the County will also get the interest, is that what we are saying?

Ms. Kolb said, That is up to you. That is a decision you will have to make. The way the loan documents are established right now is that the 3% interest would not come back to the County. The 3% interest would go to the County revolving loan fund. As I said, it amounts to about \$12,000. We have made several loans to County businesses in the past -- so it is a nice fund to have."

Mr. Hunter asked, "Has Collis started to use the money they got from the City yet?"

Ms. Kolb replied, "No, they have not drawn it down; that is due to their ordering process and the length of time before their building is available and ready to move in. But they know they have to give us three weeks so we can get the check prepared and everything, but they have not called for it yet. That's why I would like flexibility on the starting date for their first payment on the repayment of the loan."

Mr. Hunter asked, "So you're suggesting that both the City and the County loans become effective at the same time?"

Ms. Kolb said that would be easiest for the company; that way they could make payments at one time.

Mr. Borries asked how this will be determined.

Ms. Kolb said, "Initially we were talking about needing it in the spring of 1993. So the time is upon us very quickly, I'm afraid -- but I have not yet been given a date."

Mr. Borries said the reason he was wondering is that we have a couple of options here, too. We probably have missed a June Council deadline, but if Ms. Kolb is talking October -- if they could wait until January, that might allow us to at least talk to the Council about some flexibility. He does not know how much they have in the General Fund and we're probably going to have to ask for this money out of the General Fund. He asked Auditor Humphrey if this is correct?

Auditor Humphrey said, "You have to get it out of the General Fund."

Commissioner Borries continued, "So if we could get this in at budget time, Marianne, this might ease some of our cash flow problems here in the short run -- depending on what they want to do."

Ms. Kolb said, "To be very honest, I don't think we can wait until January. They plan on being in production in September; therefore, they're going to have to have their equipment prior to that time. Their bank financing is in order, but we have a \$150,000 gap."

Mr. Borries asked, "So you're talking October you think?"

Ms. Kolb said October is when they're scheduled originally for their first repayment on the money.

Mr. Tuley said that is interest only -- so it's not going to make that much difference to the County.

Ms. Kolb said she believes interest on the first year would be \$2,000 to \$3,000.

Mr. Tuley asked, "And we are protected by virtue of a lien against the equipment?"

Ms. Kolb confirmed this is correct, saying we always have a security interest. We don't do any unsecured loans. It's a subordinated interest -- we'll always go behind the bank -- but there is room there for us -- we insist upon it.

Mr. Tuley asked, "We need a motion to approve the agreement pending funding by Council, then we need to get on Council Call. Do you want that in two motions?"

COMMISSION MEETING May 17, 1993

Mr. Borries said, "Two motions. We can approve the agreement if you wish to do that. Then we have to have a motion to get on Council Call."

Auditor Humphrey said he thought they were on Council Call.

Ms. Matthews said the Commission approved going on Council Call two weeks ago.

Motion was made by Commissioner Tuley to approve the loan agreement with Collis Corporation, with a second from Commissioner Hunter. So ordered.

Commissioner Borries said Council will be looking at these requests on May 26th in their combined Personnel/Finance Meeting. They will take final action on Wednesday, June 22nd at 3:30 p.m.

Mr. Tuley asked if Ms. Kolb is going to suggest the payment date? How will we determine when that first payment comes in?

Ms. Kolb said, "When the company calls for the checks, she will discuss it with them at that time. They will have the actual dates in the final loan documents, because the Commissioners have to sign those after the money is appropriated. She will keep the Commissioners up to date."

Mr. Borries gave the current set of proposed documents to Ms. Kolb, who said she will shred same and provide the Commission with a final version, including the appropriate dates.

# COUNTY ATTORNEY - ALAN M. KISSINGER

Reading of Bids/Personal Computers for the Assessors: Kissinger said Purchasing has requested that we merely indicate who the bidders are, because there are several categories bid and it is not going to be possible to come up with a bottom line figure. However, he assumes all bidders will have access to that information in Purchasing. Bidders were as follows:

- P.K.'s Computer Warehouse
- 2) Boettcher Engineering Corp.
- Pioneer Standard Electronics, Inc. 3)
- Automated Office Solutions, Inc. 4)
- VanAusdall & Farrar, Inc. 5)
- 6) Tawil Electronics, Inc.
- 7) M.I.S. Business Solutions, Inc.
- 8) Computer Mail Order Stores
- The Computer Center 9)
- 10)
- Manatron, Inc. Business Equipment 11)
- The Computery 12)
- Advance Data Systems 13)

Reading of Bids/Transportation Services for the Elderly & Handicapped: Attorney Kissinger read the following bids:

- \$54,088 A.S.A.P. Transportation Limited 1)
  - C.A.P.E. \$52,179

Reading of Bids/Installation of Liquid Rubber Roof for the County Highway Garage: Mr. Kissinger said bids were as follows:

U. S. Industries Group, Inc. \$47 (This is an Alternate Bid and that amount 1) \$47,000 is only for the installation of the roof. They did not bid or give us a bid price on the replacement of the decking.

A gentleman from U. S. Industries Group interrupted by stating they did have a per square foot price on the bid.

Attorney Kissinger said he understands -- but there is not a total price -- so he might want to get with the people in Purchasing to discuss that.

Commissioner Borries asked the gentleman to come to the podium and identify himself for the record. Mr. Tim Triplett identified himself and stated he is with U. S. Industries Group, Inc. and said there was no way really to give a total price of deck replacement until they dig into it. That is why they did it on a square foot basis. He knows there are a lot of spots that are suspicious, but until they .....

Attorney Kissinger asked, "Am I correct, however, that you bid a total bid of \$47,000 for the installation of the liquid rubber roof, excluding the deck replacement?"

Mr. Triplett said that is correct.

Mr. Kissinger continued, "Then \$4.00 per square foot for deck replacement?"

Mr. Triplett confirmed that is correct.

2) Robinson Painting Co., Inc.

\$69,840

Commissioner Borries entertained a motion to take the bids under advisement. These are complicated items and need to be examined. The Board turns these over to appropriate agencies for their review. They will come back to the Board with a recommendation.

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

# RE: REQUEST FOR APPROVAL OF RETROACTIVE PAY - COUNTY ATTORNEY CARL HELDT

Attorney Kissinger said the next item of business is the retroactive pay of County Attorney Carl Heldt. As the Commissioners will recall, the contract for each County Attorney indicated pay retroactive to January 1st. All of those were accomplished with the exception of Carl Heldt. He would ask that the Commissioners now consider approving retroctive pay for Carl Heldt from January 1, 1993 to February 1, 1993. This was discussed in the Executive Session about two weeks ago and he failed to bring it up at the regular session.

Mr. Borries entertained a motion.

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

# RE: CONDEMNATION CLAIMS

Attorney Kissinger said he has condemnation claims to present. These are claims for fees to be paid to Court Appointed Appraisers in the cases of County vs. Kramer, Bauer, Koch, and Haas. Attached to those claims are the Court Orders for payment. He would ask that the Commissioners consider approving them. Also, he has a claim for depositions by Farris Reporting in the Interprop Condemnation Case. He would ask the Commissioners consider approving that claim, as well.

Upon motion made by Commissioner Tuley and seconded by Commissioner Hunter the claims were approved, as submitted, upon recommendation of Counsel. So ordered.

#### RE: STOP SIGN ORDINANCE

Attorney Kissinger said he has the Stop Sign Ordinance today and will comment on same when Mr. Stoll gives his report later in the meeting.

#### RE: CLAIMS/SCHMITZ & VANWINKLE CONDEMNATION CASES

Attorney Kissinger said the next matter is in reference to the Schmitz & VanWinkle Condemnation Cases. He supposes he should In the Schmitz matter, once entitle this Point of Clarification. again he brought up with the County Commissioners at the Executive Session a request for authority to settle the Schmitz case for a specific dollar amount, which was a somewhat reduced dollar amount, and permission for the owners of the property to cut logs from that property. The Commissioners indicated at Executive Session they would give favorable consideration to approval of that authority. He failed to bring that up at the regular meeting of the Commissioners. The same arrangement has been proposed but not yet entered into in reference to the VanWinkle property. They will settle for a figure somewhat less than the Court Appointed Appraisers award and permission to do some logging on the property. He thinks in reference to the VanWinkle property the owners probably did get out ahead of themselves -- he doesn't know if that was product of bad communications between himself and their attorney or bad communication between their attorney and them. Nonetheless, everyone in this case was acting under color of authority and, he is sure, assumed they were doing the right thing. As far as the damage or refuse left in the Crawford-Brandeis Ditch, he has talked with Mr. Edward Johnson of the firm of Johnson, Carroll & Griffith (who represents the Schmitz family). Johnson has assured him that he is going to contact the Schmitzes, have them contact the commercial cutter who took the trees off the land, and inform them that any refuse left and any damages caused must be repaired by them. Mr. Johnson is here this evening if any of the Commissioners wish to ask him any questions.

Commissioner Borries said the Board needs to take official action to recommend approval of these two matters. It is his understanding this office got a call today in which one of the persons who was doing some of the timber cutting says he has cleaned up whatever he had started to do. He is sure the Surveyor's Department (since he thinks this whole issue generated out of that department when someone in the Surveyor's Department indicated through a call to him this was going on —— and again at that time he could not recall any specific amount given or any specific approval —— so we need to do that in this official meeting, which then gives final approval). He then asked Mr. Johnson if it is his understanding —— or does he know —— is there any other work that is going to be done by one of these groups out there on that particular site? Or is whatever cutting his client authorized —— is it now finished?

Mr. Johnson replied it has been finished, except to the extent that if there is a problem that their contract cutter caused, they will certainly see that is cleared up. But they do not intend to cut any more.

Mr. Borries asked Attorney Kissinger if it is his understanding on the Van Winkle matter -- has any of that begun yet?

Attorney Kissinger asked, "The cutting?"

Mr. Borries replied, "Yes."

Attorney Kissinger continued, "My understanding is that they have done some cutting there. But I talked with Mr. Hayden and by next Monday I should have a proposal to make to the Commissioners which, retroactively, basically will approve the arrangement for the

cutting. Ed, would you please for the Commissioners -- for the record -- the amounts that we agreed upon, including the cutting of the logs -- but a settlement of the Schmitz case?"

Mr. Johnson responded, "Sure. And in the Schmitz case the agreed settlement, just prior to the jury trial, was that the County would pay \$19,000 and they would allow us to sell the timber from the take area. And we understood that we were going to gain \$2,000 on that which, I know for a fact, was the contract amount. So the total compensation package to settle was \$21,000; \$19,000 of public funds and \$2,000 under a contract we had with Mr. Ranson. That was the compromise that we worked out."

Attorney Kissinger said he would then ask that the Commissioners consider authority for approval of the settlement of the Schmitz case for the amount of \$19,000, along with permission for them to take the logs from the interstate.

President Borries entertained a motion.

Motion made by Commissioner Tuley said that, based upon Counsel's recommendation, he would make a motion to this effect. Seconded by Commissioner Hunter. So ordered.

Commissioner Hunter said he would assume that Mr. Ranson is the commercial cutter?

Mr. Johnson confirmed this is correct.

Mr. Hunter asked, "And he is willing to correct or has already corrected any damages that occurred on the legal drain that runs through the Schmitz property?"

Mr. Johnson said, "I don't represent him. But as representing the landowner, yes, if there is a problem, we will make him clean it up. We assume the only problem will be alleged blocking of the drainage ditch with the trees. Otherwise, we assume there is no problem with cutting the trees, as the County will cut them down anyway."

Mr. Hunter asked, "And that there would have been no damage to the sides of the legal drain itself? That could be a problem."

Mr. Johnson said, "That's right."

Mr. Borries said he believes the major portion of this has been resolved tonight and, hopefully, if this gentleman has done what he said he has done here, then pending our final inspection the matter should be finished.

In response to query from Commissioner Borries, Attorney Kissinger said this is all he has to report at this time. He will have further comments, however, when Mr. Stoll makes his presentation.

#### RE: <u>COUNTY ENGINEER - JOHN STOLL</u>

Agreement/Paving of County Line Rd.: Mr. Stoll said he has the agreement he drafted this morning with regard to the paving of County Line Rd. He tried to spell out what we would do and what Posey County would do. This is, by no means, final. He is going to send a copy to Steve Hahn so he can forward it to the Posey County Commissioners. He has copies today for the Commissioners' review to see if they feel there are any changes that need to be made. Attorney Kissinger also has a copy for review from a legal aspect. If there are any desired changes, he will make the revisions prior to the Board taking any final action.

Commissioner Hunter said that when we paved the other section of County Line Rd. last year he thinks we also ended up moving some utility poles. Would we be responsible for that cost, too?

Mr. Stoll said that if it is a part of the paving or widening, then he'd say that we would be responsible.

Mr. Borries asked if the Commissioners want to review this and perhaps have John bring it back next week?

Mr. Stoll said he is not sure he will have any comments back from Posey County by next week. He didn't have a chance to get the proposed agreement into the mail today, but he will do so tomorrow.

Motion made by Commissioner Hunter to take this matter under advisement for one week and ask Legal Counsel to review the agreement, as well. Seconded by Commissioner Tuley. So ordered.

Request for Waiver of Sidewalks in Mt. Ashley Subdivision: Mr. Stoll said maybe this is the last time he will bring Mt. Ashley Subdivision to the Commissioners for a while.

Mr. Hunter asked, "You're aware of the problems that occurred out there last week?"

Mr. Stoll said that he is.

Mr. Hunter asked the other Commissioners if they're aware of the problem that occurred out there last week.

Mr. Tuley said he can't say that he is.

Mr. Hunter said, "The mud was deep enough that a lady allegedly got her car hung up in the mud on a concrete road?"

Mr. Tuley asked, "In Brookview or where?"

Mr. Hunter responded, "In Brookview; from mud that had washed down out of Mt. Ashley."

Mr. Stoll said, "They were supposed to have a meeting out there sometime and get the detention pond so they could try to control those erosion problems they were having. However, I don't yet know the status of that."

Mr. Borries asked, "Okay; what do we want to do with this?"

Mr. Tuley replied, "I can't really say."

Commissioner Borries said, "We could defer it; and see how they progress with everything else. Do they even have a road in there yet?"

Mr. Stoll stated, "The last time I was out there -- it was still just the base -- just the gravel."

Mr. Borries suggested, "Why don't we just tell them that until they get their road in there and we make some final inspections -- I want to see the rolled curbs and gutters; it's kind of one of those deals where they show me their stuff and then we'll see what's going on."

Mr. Tuley commented, "I'd be inclined to agree with you, considering everything else that happened out there with this thing."

Mr. Borries continued, "I'm not getting into this with them. I'll defer it until it is paved and we see what is going to happen out there. Then if it looks like -- I don't want to single anyone out

-- but this one has caused us some continual attention -- so why don't we wait on this one until they get their road in."

Mr. Hunter said, "I'd agree."

Mr. Borries said, "As a matter of fact, if they ask if they should put them in -- we certainly want to see the street, the curbs and gutters in before we make any kind of recommendation on the sidewalk waiver."

The other Commissioners indicated their agreement and Mr. Stoll said he will call Aaron Biggerstaff and tell him this and then take it from there.

Ashwood Subdivision/Street Design Plans: Mr. Stoll said this subdivision is off Oak Hill Rd. near the Lynch Rd. Extension. These will be concrete streets with curb and gutter. The most significant thing he saw was ....

Mr. Hunter said it appears this goes all the way through to Iriquois and he thought Ashwood ended.

Mr. Borries said he's had several residents -- this must be the one they're all calling about.

Mr. Hunter said, "Yes; that is why I am asking."

Mr. Stoll said he hasn't received any calls, and Mr. Tuley said he hasn't either.

Mr. Borries said, "Well, you're going to get them."

Mr. Hunter said, "You sure will."

Mr. Borries continued, "They don't want the streets to go through."

Mr. Hunter said, "The rumor has it that the County Engineer's office has made plans -- "

Mr. Stoll interrupted, "We're not going to make any connections out there. That was on the road list initially -- but that was dropped out. There were three roads out there with proposed connections -- Ridgeway, Elmridge and Aspen. Those have all been dropped and they aren't going to make any connections."

Mr. Hunter said that Mr. Stoll's stock just went up about 10 points out in that neighborhood.

Mr. Borries asked, "Do these have to be amended or "as built"? At this point you don't see any indication that this Aspen or Elmridge or Ridgeway are going to go through?"

Mr. Tuley asked, "Aren't they all dead end right now?"

The response was affirmative.

Mr. Stoll reiterated there are no plans for making any connections.

(Inaudible comments by Mr. Stoll)

Mr. Borries asked if Mr. Stoll is satisfied with what we have here.

Mr. Stoll gave an affirmative response. Mr. Stoll said if the Commissioners so desire, this matter can be postponed and he can talk further to Bill Nicholson about this.

Following further brief comments by the Commissioners, most of which were either inaudible or incomplete for transcription because the Commissioners were pointing to designated areas on the plans,

COMMISSION MEETING May 17, 1993

Mr. Tuley said the plans are incorrect -- but as long as the Commissioners know.....

Mr. Hunter suggestd why not go ahead and approve this and put in the motion -- he's not sure just how to word it --

Mr. Humphrey commented, "Those things have a way of coming back to haunt you two or three years down the road."

Mr. Hunter said that is what really concerns him.

Mr. Borries asked Mr. Stoll to have Mr. Bill Nicholson come to next week's meeting and advise him there is some concern. The Commissioners speak through their minutes. He then asked if Mr. Stoll will have someone in his office to check. He is sure the County probably has the right-of-way to do the road. He's sure the developer is not going to do it. The County is not budgeted to do it. If Mr. Stoll will just do some checking and advise Mr. Nicholson of the Board's concerns. He is not sure whether the County has accepted all of Elmridge at this point. We've had a series of on going problems with road failures on that particular street. At one point the County was very reluctant to accept the streets because the were pretty bad. And until they were brought up to specs or County standards there was no willingness to accept streets. He doesn't know whether that has changed or not. But he knows there is a portion of Elmridge as you go back into the proposed area there that has been an on going concern for some time. Again, as many items of information as the Commissioners deal with, he can't verify whether we have or have not accepted it — but he does know there could be a portion that is not accepted.

Mr. Stoll said he will discuss this with Bill Nicholson so he will know before next week.

Right-of-Entry Agreement/Bridge #214/Darmstadt Rd.: Mr. Stoll said he has the Right-of-Entry Agreement for us to do the work out at the Darmstadt Rd. Bridge. It's from CSX Railroad. He just brought it for review; he gave a copy to Alan. Mr. Stoll said his only concern was the insurance limits in Item #6. In discussing it with Alan, he asked him to try to find another copy of the agreement and see how this has been handled in the past. We just want to find out if that is the standard language in these railroad agreements. Once he finds out, he can then bring it back.

Attorney Kissinger raised questions about what he considers a typo — which should read liability — that should be corrected. Also, if this is the standard agreement, he thinks it would be most appropriate to advise the contractors when they bid that this would be a part of the bid expectation or specification — that they contact the railroad, because this seems to be a railroad liability policy. It seems to be a hybrid form of policy. So it would probably be most appropriate to pass that expense on to the contractor; therefore, the contractor or the person actually doing the work is going to be covered and we can also name the County as an insured.

Mr. Stoll asked, "So the cost of that policy would just be passed on to the contractor doing the job? Instead of the County?

Attorney Kissinger said that is correct. And then passed back to us in the bid.

Mr. Stoll said he will bring it back next week; it might be ready to sign off on at that time. He checked the Orchard Rd. files but he couldn't find a copy of one of these that had been previously executed. He will keep looking and see what he can find out.

Request To Go On Council Call: Mr. Stoll said he has a request to go on Council Call re several transfers and one appropriation of funds. (Copy attached hereto). The first three items just involve juggling money around so we have proper amounts in each of the line items.

Mr. Borries entertained discussion. There being none a motion was entertained.

Motion made by Commissioner Tuley and seconded by Commissioner Hunter to approve the request as submitted. So ordered.

Stop Sign Ordinance: Attorney Kissinger said Mr. Stoll has prepared and provided to him the Traffic Schedule II stop intersections. He is advised that there was some concern that perhaps some of these intersections were not in fact in the County—but were in the City. He is assured that is not the case. He is also advised that several people have been calling wanting their stop signs. In order to expedite that, he is going to ask the Commissioners to consider approving the Ordinance with the following additions: Sub-Paragraph (b), "Should include a provision (which I will provide) for the erection and maintenance of stop signs in compliance with the applicable section of Title 9 of the Indiana Code; Sub-Section (c) should include a paragraph indicating that this ordinance amends and supersedes the Traffic Schedules ordinance which was passed on October 10, 1990 and, also, if the Commissioners do not wish to add a County penalty provision which, quite frankly, as I see duplicitous, I suggest we also include Sub-Section (d) which will indicate that the penalty for violation of this ordinance will be pursuant to Title 9 of the Indiana Code stop sign statute. We will then have covered all bases and if all of those paragraphs that I have included can be approved, and I will provide it for the signatures of the Commissioners at the next meeting if you wish to do it that way. I don't know, maybe you haven't been getting that many calls on it—I don't know, maybe you haven't been getting that many calls on it—

Mr. Stoll said he has been getting a lot of calls re Old Petersburg Place.

Attorney Kissinger said, "Probably that is a rather disjointed procedure. Let me suggest that I will complete this ordinance, provide it to the Commissioners before next Monday's meeting and it can be voted on and presumably approved at that time. Then at least you can tell those people the ordinance will be approved next Monday. Then you can get your signs up as soon as possible."

Mr. Stoll said Bill Higgins did find one other intersection in that list that was two streets that weren't accepted. I will get you that information so it can be taken out prior to the final form next Monday.

In response to query from Attorney Kissinger, Mr. Stoll said the information is on a computer disk. Mr. Kissinger then asked that Mr. Stoll print him up a copy excluding the aforementioned intersection.

Mr. Stoll said this concludes his agenda. Mr. Borries then entertained questions of Mr. Stoll. There were none.

Attorney Kissinger said Joanne Matthews just reminded him of something he always forgets. This ordinance needs to be advertised, because we are amending the previous ordinance. Next Monday, the ordinance will be approved for advertising, the public hearing dates set and the matter expeditiously completed thereafter.

Mr. Stoll said he will be on vacation and will not be here next week. He will, however, send the revised ordinance to the

Commissioners for next week's meeting.

RE: <u>COUNTY HIGHWAY - BILL MORPHEW</u>

<u>Weekly Progress Report:</u> Mr. Morphew submitted the written Weekly Progress Report for period of May 5, 1993 thru May 13, 1993.....report received and filed.

<u>Complaints:</u> Mr. Borries said several phone calls were received today and he is certain Mr. Morphew will be attending to those.

Mt. Ashley Subdivision: Commissioner Hunter asked if Mr. Morphew had to do any cleaning of the silt out in Mt. Ashley Subdivision.

Mr. Morphew said they did not actually go in and clean the roads — they are not accepted for county maintenance. He asked Mr. Higgins of the County Engineer's office (since he deals with people so diplomatically) to go to see the developer and also all of the builders and ask them to put bales of straw next to the curb to keep the mud from getting out onto the road.

Commissioner Hunter said with Rule 5 which went into effect on October 1, 1992, thy don't have too much choice. He also might add that Mt. Ashley Sub has not yet been approved by the local board.

Mr. Morphew said he talked with Mr. Higgins on Thursday afternoon and he did go out there and talk to them and they told him they would comply. Now we have to wait for another rainfall. He also said if they don't comply they can be fined up to \$25,000 per day. He imagines the cease and desist order might motivate them a bit.

Request for Summer Crews: Mr. Morphew said he is also requesting permission to hire the summer crews again this year. The kids are out of school and we need to get four or five of them out there to help cut the grass. They have to be at least age 18 and pass a physical. The summer help gets paid a flat \$5.00 per hour. He has one that is going into his senior year at Purdue (Chad Jordan) that he's going to call and ask to come back. This will be his fifth year.

County Line Rd. West: Mr. Morphew said he has a comment on the proposed agreement with regard to County Line Rd. West. There should be an estimate done on that road before it is really considered. We talked about the railroad track last week. It is a raised railroad track and if we're going to pave that road—being that it is long and flat—he thinks that railroad track needs to be tapered to prevent jumping. It's a nasty crossing. He would say the track is probably 4 ft. to 5 ft. higher than the rest of the road and it either needs to be cut down or the road needs to be tapered in both directions for a couple of hundred feet. It's a long, flat road and if we pave it, it's going to be a big drag strip.

Mr. Borries asked if John Stoll can't work with him on that.

Mr. Morphew said he has an appointment with John tomorrow, at which time they are going to look at Cypress-Dale Rd. and Koressel Rd. (the latter at the intersection of Marx Rd.). We are simply widening the intersections. We're replacing culverts underneath the intersection; removing the galvanized pipe and installing concrete pipe; widening the intersection so buses and larger trucks can make the turns at the intersection. The job was looked at by Valerie Harry; she had actually designed it. She did a survey on a 100 year storm and sized the pipe accordingly. We're not doing anything to actually change the flow of water; adding any water -simply widening the intersection. We have a resident out there who simply doesn't understand that -- but the County Engineer will be with him tomorrow when he goes out there.

Mr. Borries said Mr. Morphew does have a valid point with regard to County Line Rd. West and requested that he work with John Stoll or the Posey County Engineer or whoever regarding this.

<u>Union Township Overpass:</u> Mr. Mark Abell asked on the Union Township Overpass where we built that up -- do we own that. He's had several calls about cutting that grass. He doesn't know if that is the Levee Authority or what.

Commissioner Borries said we own it for right now. The only calls he's had to cut the grass have actually have been at Tekoppel and Broadway, which they did that last week. As a matter of fact, they cut that grass on Thursday of last week. The only calls he's had concern cutting the grass on that road and we will continue to do so until something else is done with it.

Mr. Borries said we are currently discussing this with the Levee Authority. However, currently we own it -- or it's County property.

#### RE: CONSENT AGENDA

President Borries entertained comments or questions concerning items on the Consent Agenda. There being none, a motion was entertained.

Motion to approve the Consent Agenda, as printed, was made by Commissioner Tuley, with a second from Commissioner Hunter. So ordered.

### RE: OLD BUSINESS

Commissioner Borries entertained matters of Old Business to come before the Board. There were none.

#### RE: NEW BUSINESS

Commissioner Borries entertained matters of New Business to come before the Board.

Culverts Near 4-H Center: Commissioner Tuley said he has one question, but doesn't know who to address it to. He had a call about some culverts out around the 4-H Center. Apparently they went ahead and replaced one. But they were wondering if there was some way the County could help them with an entrance further down the road on Old State Rd. after that railroad crossing is closed.

Commissioner Borries said he is still getting calls from them and he thinks they are expecting miracles here. They said they are going to leave it in our hands and we're going to help them get out of this. He doesn't know how. We'll do all we can -- but that is a toughie.

Commissioner Hunter said he was in Indianapolis the other day at a meeting concerning rail safety. Ironically this was a model train show and they had a booth set up. He talked to them about what we're dealing with -- and they said it's going to happen whether we like it or not. They said this is going to happen in every community where there is an unguarded crossing like that.

Commissioner Borries said he doesn't know. We're going to continue to work with them. In fact, he's going to have Lindsey Lucky (to whom he's talked several times) who has some responsibilities over it. The last time he called he said he'd have to call him back - he was working on some kind of a hot item. He's not called back to date.

Mr. Tuley said he just told the party who called him that the Commissioners would look into it.

There being no further business to come before the Board, at 6:55 p.m. Commissioner Borries declared the regular portion of the Commission Meeting adjourned and said the Board will reconvene to hear the Rezoning Petitions following a five minute recess.

#### REZONING PETITIONS

At 7:00 p.m., President Borries reconvened the Commission meeting, called the session to order, and stated the Board of Commissioners will hear Rezoning Petitions at this time.

<u>VC-7-93/Petitioner, Jeff Stemaly (First Reading):</u> Mr. Borries said this is a requested zoning change from R-1 to C-4 at 5616 Pollack Avenue. A motion was entertained.

Upon motion made by Commissioner Tuley and seconded by Commissioner Hunter, the petition was approved for forwarding to the Area Plan Commission for second reading. So ordered.

VC-8-93/Petitioner, Jennifer Chittenden (First Reading): Mr. Borries said this is request for change from Agricultural to C-1 zoning. The property is known as 10901 N. Green River Rd. A motion was then entertained.

Upon motion made by Commissioner Tuley and seconded by Commissioner Hunter, the petition was approved for forwarding to the Area Plan Commission for second reading. So ordered.

VC-2-93/Petitioners, John & Tamara Schroeder (Final Reading): Mr. Borries said that this matter has been deferred and will not be heard this evening.

VC-4-93/Petitioner, Robert G. Woodward (Final Reading): Mr. Borries said the requested change is from Agricultural to C-4 for a portion of 6401 and a portion of 6501 Old Boonville Highway. Attorney Jeff Lantz is present to speak with regard to this petition.

Attorney Lantz said Mr. Woodward is also present and they would be glad to answer any questions the Commissioners might have with regard to this petition. This is located at the corner of Old Boonville Highway and Burkhardt Rd. It was originally a service station, and subsequently a craft shop. Ultimately, Mr. Woodward and his son's company will have to go in and do some corrective environmental work on the property -- because he thinks there are some underground tanks.

Commissioner Borries asked if there are any individuals in the audience who wish to speak either for or against this petition. There was no response from the audience. Mr. Borries noted this petition was approved by the APC 11 to 0. A motion was then entertained.

Motion to approve the petition was made by Commissioner Hunter, with a second from Commissioner Tuley.

Commissioner Borries then asked for a roll call vote: Commissioner Hunter, yes; Commissioner Tuley, yes; and Commissioner Borries, yes. Petition was declared approved by a unanimous affirmative vote. So ordered.

<u>VC-6-93/Petitioner Robert R. Wade (Final Reading):</u> Mr. Borries said the requested change is from Agricultural to C-4. In reviewing the minutes, he is not aware of any great amount of discussion. Is there anyone present who wishes to speak for or remonstrate against this petition?

Ms. Dixie Wade was recognized and said they are requesting the rezoning so they can build a pole barn.

Mrs. Barbara Cunningham, Executive Director of the APC, said the DNR has granted approval for construction in a floodway for a storage building only. The petitioners are aware there will be no living quarters.

Commissioner Borries said this petition received a 11 to 0 affirmative vote at the APC meeting. He then entertained a motion.

Motion made by Commissioner Hunter to approve the petition, with a second from Commissioner Tuley.

Mr. Borries then asked for a roll call vote: Commissioner Hunter, yes; Commissioner Tuley, yes; and Commissioner Borries, yes. Motion passed by affirmative unanimous vote. So ordered.

There being no further business to come before the Board, President Borries declared the meeting adjourned at 7:20 p.m.

### PRESENT:

Richard J. Borries, President Pat Tuley, Vice President Don Hunter, Member Sam Humphrey, County Auditor Alan M. Kissinger, County Attorney Mark Abell/Commission Office Susan Jeffries/Purchasing Dept. Carl E. Boettcher/Boettcher Engr. Corp. Lynda Christensen/Manatron Jake Brocksmith/C.A.P.E. Joe Tawil/Tawil Electronics, Inc. Pam Martin/Chamber of Commerce John Stoll/County Engineer Bill Morphew/County Hwy. Supt. Mariann Kolb/Metro Small Business Karen Carter/Metro Small Business Barbara Cunningham/APC Bev Behme/APC Jeffrey Lantz/ Attorney/Rezoning Dixie Wade/Rezoning Petition Robert Woodward/Rezoning Petition Evelyn Lannert/County Assessor Roger Elliott/SCT Others (Unidentified) News Media

SECRETARY: Joanne A. Matthews

cichard J. Børries, President

Pat Tuley, Wice President

Don Hunter / Member



RICHARD J. BORRIES

PATRICK TULEY

DON L. HUNTER

#### **AGENDA**

### VANDERBURGH COUNTY COMMISSIONERS

MAY 17, 1993

5:30 P.M.

FINAL

- 1. CALL TO ORDER
- 2. INTRODUCTIONS
- 3. PLEDGE OF ALLEGIANCE
  - 4. ACTION ITEMS
- /A. Any group/individual wishing to address the commission  $-\mathcal{N}$ 
  - B. Susan Jeffries/Purchasing
    - 1) Bid Openings
      - a. Transportation Services (Elderly & Handicapped)
      - b. Personal Computers (Assessors)
      - c. Installation of a liquid rubber roof for the County Highway
- C. Automobile Title re: for signature (Mr. Mark Abell will elaborate)
- D. Letter from Evansville Courier re: Use of Burdette for WSTO/Evansville Courier for advertising promotion
- / E. Ordinance Amending Chapter 153 (Zoning Code) re: Final Reading

| F. | Collis Corporation (deferred from 3/10/93)  |
|----|---|
| 5. | DEPARTMENT HEADS  |
|    | Alan Kissinger County Attorney John Stoll County Engineer *See attached engineer requests Bill Morphew County Highway |
| 6. | CONSENT ITEMS   |
| A. | Travel/Education Requests<br>Health (3)   |
| в. | Claims for payment  |
|    | 1) Given and Spindler4,110.15 *Management fee   |
|    | Given and Spindler4,139.93 *First Quarter 10% Management Fee  |
|    | 2) EARC23,250.00 *June  |
|    | 3) Kahn Dees Donovan Kahn492.66 * Legal Services  |
| c. | Employment Changes * see attached   |
| D. | County Commissioners Minutes for 5/10/93 re: Approval/Acceptance  |
| E. | Check from Curran Miller Auction & Realty, Inc5,027.74  |

- 8. OLD BUSINESS
- 9. NEW BUSINESS

### 10. MEETING ADJOURNED

#### REZONINGS 7:00 P.M.

### First Reading:

VC-7-93 Petitioner: Jeff Stemaly

Jeff Stemaly 5616 Pollack Avenue

Request: R-1 to C-4

VC-8-93 Petitioner: Jennifer Chittenden

Jennifer Chittenden 10901 N. Green River Road

Request: A to C-1

Final Reading:

VC-2-93 Petitioner: John and Tamara Schroeder - Jegure

3800 Mesker Park Drive

Request: R-1 & AG to C-4 (Landscaping and Nursery

Business)

\*Deferred

VC-4-93 Petitioner: Robert G. Woodward

6401 and part of 6501 Old Boonville Hwy

Request: AG to C-4

VC-6-93 Petitioner: Robert R. Wade

3945 Old Henderson Road

Request: AG to C-4 (Storage Building)

### Scheduled Meetings

| Mon   | May 17 | County Commissioners:<br>Executive Session<br>County Commissioners<br>Rezonings                  | 4:30<br>5:30<br>7:00  | PM | RM | 307<br>307<br>307  |
|-------|--------|--|-----------------------|----|----|--------------------|
| Thurs | May 20 | Pigeon Creek   | 5:00                  | PM | RM | 307                |
| Mon   | May 24 | County Commissioners:<br>Executive Session<br>County Commissioners<br>Drainage Board Immediately | 4:30<br>5:30<br>Follo | PM | RM | 307<br>307         |
| Mon   | May 31 | Holiday Building Cl  | osed                  |    |    |                    |
| Tues  | June 1 | County Commissioners:<br>Executive Session<br>County Commissioners                               | 4:30<br>5:30          |    |    | 307<br><b>30</b> 7 |

## VANDERBURGH COUNTY EMPLOYMENT CHANGES

|        | APPOINTMENT:                       | MADE                |              |    | Jr.                      |
|--------|------------------------------------|---------------------|--------------|----|--------------------------|
| NAME   | ADDRESS                            | POSITION            | SALA         | RY | EFFECTIV                 |
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|        |                                    |                     |              |    |                          |
| ATTACH | WITHHOLDING EXEMPTION C            | RTIFICATE WITH THIS | FORM         |    |                          |
| ATTACK | RELEASED                           | RTIFICATE WITH THIS | FORM         |    |                          |
| NAME   |                                    | POSITION            |              | Y  | SERECTIVE                |
| NAME   | RELEASED                           | POSITION            | SALAI        |    |                          |
| NAME   | ADDRESS  3646 Branchwood Dr.       |                     |              | w  | <b>EFFECTIV</b> 5/21/93  |
| NAME   | ADDRESS  3646 Branchwood Dr.       | POSITION            | SALAI        |    | <b>EFFECTIVE</b> 5/21/93 |
| NAME   | ADDRESS  3646 Branchwood Dc. 47710 | POSITION            | SALAI        |    |                          |

### **VANDERBURGH COUNTY EMPLOYMENT CHANGES**

|     |  | APPOINTMENTS A                | MADE               |           | ,          |
|-----|--|-------------------------------|--------------------|-----------|------------|
|     | NAME   | ADDRESS                       | POSITION           | SALARY    | EFFECTIVE  |
| 170 | Camp, Lea Ann                                | 1113 Westchester Ct.<br>47710 | CD/STD Nucse       | 25,908 00 | May 18, 19 |
|     |  |                               |                    |           |            |
| •   | ATTAC  | N WITHHOLDING EXEMPTION CER   | TIPICATE WITH THIS | FORM      |            |
| -   | NAME   | ADORESS                       | POSITION           | SALARY    | EFFECTIVE  |
|     |  |                               |                    |           |            |
|     |  |                               |                    |           |            |
|     | <u>                                     </u> |                               | Milpirect          |           |            |

### VANDERBURGH COUNTY EMPLOYMENT CHANGES

|       | NAME   | ADDRESS   | POSITION   | SALAR                           | w               | EFFECTIV     |
|-------|--|---|--|---------------------------------|-----------------|--------------|
| 198   | Joycelin Brinkmeyer                              |   | Probation<br>Officer                               | 60<br>Weekend                   | 00              | 4/24/93      |
|       | 7  |   |  |                                 |                 |              |
|       | ATTACH WITH                                      | HHOLDING EXEMPTION CER  | TIPICATE WITH THIS                                 | FORM                            |                 |              |
|       |  | RELEASED  |  |                                 |                 |              |
|       | NAME   | ADDRESS   | POSITION   | SALAR                           | Y               | EFFECTIV     |
|       | .* <u>}</u>                                      | ***   |  |                                 |                 |              |
|       |  |   |  |                                 |                 |              |
|       |  |   |  |                                 |                 |              |
| CORDE |  |   |  |                                 |                 |              |
|       | ANDERBURGH                                       | COUNTY EM   |  |                                 |                 |              |
| VA    |  |   |  |                                 |                 | NG <b>ES</b> |
| VA    | MDERBURGH  |   | PLOYME   |                                 | ΗAI             | NGE <b>S</b> |
| VA    | MDERBURGH  | APPOINTMENTS ADDRESS  | PLOYME   |                                 | HAI<br>~        | NGE <b>S</b> |
| VA    | ANDERBURGH                                       | COUNTY EM   | PLOYME   | INT CI                          | HAI<br>~        | NGES         |
| VA    | NDERBURGH  | APPOINTMENTS  ADDRESS  619 Raintree Circle                              | PLOYME<br>MADE<br>POSITION                         | INT CI                          | HAI<br>Y        | NGES         |
| VA    | NDERBURGH  | APPOINTMENTS  ADDRESS  619 Raintree Circle                              | PLOYME<br>MADE<br>POSITION                         | INT CI                          | HAI<br>Y        | NGES         |
| VA    | NDERBURGH UMONT Lead Program NAME Robb, Gail     | APPOINTMENTS  ADDRESS  619 Raintree Circle Mt. Vernon, IN               | PLOYME  MADE  POSITION  Lead RN                    | SALA<br>25,908                  | HAI<br>Y        | NGES         |
| VA    | NDERBURGH UMONT Lead Program NAME Robb, Gail     | APPOINTMENTS  ADDRESS  619 Raintree Circle Mt. Vernon, IN               | PLOYME  MADE  POSITION  Lead RN                    | SALA<br>25,908                  | HAI<br>Y        | NGES         |
| VA    | NDERBURGH  THEFIT Lead Program  NAME  Robb, Gail | APPOINTMENTS  ADDRESS  619 Raintree Circle Mt. Vernon, IN               | PLOYME  MADE  POSITION  Lead RN  RTIFICATE WITH TH | SALA<br>25,908                  | HAI<br>92<br>00 | EPPROCE      |
| VA    | NDERBURGH UMONT Lead Program NAME Robb, Gail     | APPOINTMENTS  ADDRESS  619 Raintree Circle Mt. Vernon, IN               | PLOYME  MADE  POSITION  Lead RN                    | SALA 25,908 HS FORM SALA (20% s | HAI             | EFFECT       |
| VA    | NDERBURGH  THEFIT Lead Program  NAME  Robb, Gail | APPOINTMENTS  APPOINTMENTS  ADDRESS  619 Raintree Circle Mt. Vernon, IN | PLOYME  MADE  POSITION  Lead RN  RTIFICATE WITH TH | SALA<br>25,908<br>HS FORM       | HAI             | EPPECI       |

# COUNTY ENGINEER'S AGENDA

# MAY 17, 1993

### **ITEMS**

1. ACCEPTANCE OF WARRANTY DEEED

Nesbit St. Br #2/Parcel #1 Marcellus & Mary Jane Baehl

2. CLAIMS:

CONTRACTUAL SERVICES 203-3930
Charles W. Ruston (Inv. #34) \$300.00
Charles W. Ruston (Inv. #35) \$264.00

USI INTERCHANGE 430 BOND
Vanderburgh Co. Treasurer \$467.04

| DATE:   | MAY 17, 1993                |                         |
|---------|-----------------------------|-------------------------|
| ITEM:   | INSTALLATION OF LIQUID RUBB | ER ROOF FOR             |
|         | Bidder                      | Amount                  |
| 11.5    |                             | \$17.00000 (Alternate)  |
| Poli    | user Painting Co., Suc.     | \$47,0000 (alternation) |
|         |                             |                         |
|         |                             |                         |
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| A CTTON | TAKEN:                      |                         |
| ACTION  | ADALDAT (                   |                         |
|         |                             |                         |

DATE: MAY 17, 1993

| ITEM:  | PERSONAL COMPUTERS (ASSESSORS | <u>s)</u>                                     |    |
|--------|-------------------------------|---|----|
|        | Bidder                        | Amount  |    |
| PK     | 5 Computer Warehouse          | (allerna                                      | u) |
| Boett  | cher Engineering Cosp.        |   |    |
| Pion   | per Stondond Clectronice &    | n   |    |
| auto   | nated Office Salutions Inc    | 2,  |    |
| Vax    | Austral Harray Inc.           |   |    |
| Tan    | il Clectionics, Inc.          |   |    |
| MI     | - 5 Business Solutions, Inc   | <u>,                                     </u> |    |
| Com    | buter Mail Onder Stones       |   |    |
| The    | Computer Center               |   |    |
| ( )    | 0                             |   |    |
|        |                               |   |    |
| ACTION | TAKEN:                        |   | _  |
|        |                               |   | _  |
|        |                               |   |    |

DATE: <u>MAY 17, 1993</u>

| ITEM:  | TRANSPORTATION SERVICES/ELDE | ERLY & HANDICAPPED         |
|--------|------------------------------|----------------------------|
|        | Bidder                       | Amount                     |
| A.S    | A.P. Transportation, Led.    | \$54,088.00                |
| C.A    | , P.E                        | \$54,088.00<br>\$52,179.00 |
|        |                              |                            |
|        |                              |                            |
|        |                              |                            |
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|        |                              |                            |
| ACTION | TAKEN:                       |                            |
|        |                              |                            |
|        |                              |                            |

DATE: MAY 17, 1993

| ITEM:  | PERSONAL COMPUTERS (ASSESSO | ORS)   |   |
|--------|-----------------------------|--------|---|
|        | Bidder                      | Amount |   |
| Ma     | iness Equipment             |        |   |
| Bus    | iness Equipment             |        | - |
| The    | Computery                   |        | _ |
| ade    | Aured Data Systems          |        | _ |
|        |                             |        | _ |
|        |                             |        |   |
|        |                             |        | - |
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|        |                             |        | • |
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|        |                             |        |   |
| ACTION | TAKEN:                      |        |   |
|        |                             |        |   |
|        |                             |        |   |



RICHARD ;

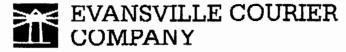
DON L. HUNTER PATRICK R. TULEY

### **AGENDA REQUEST**

| AME OF REQUESTOR:  | MARK TULEY                      |  |  |  |
|--|---------------------------------|--|--|--|
| EQUESTOR TITLE:  | BURDETTE PARK MANAGER           |  |  |  |
| EPARŢMENT:   | BURDETTE PARK                   |  |  |  |
| REQUEST(S) BEING MADE:  APPROVAL OF ADVERTISING PROMOTION WITH THE EVANSVILLE COURIER AND WSTO |                                 |  |  |  |
| (LETTER OF EXPLANATION A   | ATTACHED)                       |  |  |  |
|  |                                 |  |  |  |
|  | approved                        |  |  |  |
|  |                                 |  |  |  |
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| ·  | •                               |  |  |  |
|  | •                               |  |  |  |
|  |                                 |  |  |  |
| ATE TO BE PLACED   | ON AGENDA: MONDAY, MAY 17, 1993 |  |  |  |
|  |                                 |  |  |  |
| ACTION   | CONSENT OTHER                   |  |  |  |

305 ADMINISTRATION BLDG. CIVIC CENTER COMPLEX EVANSVILLE, IN 47708 812-426-5241

300 EAST WALNUT STREET P.O. BOX 268 EVANSVILLE, INDIANA 47702-0269 Publisher of The Evansville Courier Agency for The Evansville Press



May 11, 1993

Mark Tuley Burdette Park 5301 Nurrenbern Rd. Evansville, IN 47712

#### Dear Mark:

The Evansville Courier Company would like to propose a joint promotion with Burdette Park for our "Classy Introductions" singles events that the Courier has previsouly sponsored in conjunction with WSTO and Elliott's.

We would like to use the upper deck area above the pool from 6:00 P.M. - 11:00 P.M. on June 23rd and July 21st that would include a live DJ and a licensed and insured caterer.

The Evansville Courier Company and WSTO will provide free promotion for the event and charge an admission fee of \$1.50 that will be used to cover expenses for the D.J. and Burdette Park staffing.

The Courier Company will be giving away free ads to singles and does not intend to make any profit from the event. WSTO also provides give aways and does not make any profit from the event. In exchange for the promotion we would request that the park provide the facility at no charge. In case of rain, we will move the event to the Pavilion.

The past 4 "Classy" events have drawn an estimated 300 people to Elliott's for dancing and fun. The Evansville Courier will guarantee to meet the payroll expenses of Park Personnel required for the event in case the admission falls short of what is needed.

We believe this promotion is valuable for the newspaper, the park and the radio station. It provides the park an opportunity to reach a new audience at no cost.

Thanks for your interest and consideration.

Jack D. Pate

Sincerely,

Manager, Classified Advertising

### Vanderburgh County Engineering Department

715-A Locust Street - Evansville, Indiana 47708 Telephone: (812)424-9603

### Vanderburgh County Engineering Department Agenda for May 17, 1993

1. Preliminary agreement for the paving and maintenance of County Line Road

2. Request for the waiver of sidewalks in Mt. Ashley Subdivision — Sperce

3. Request for approval of the road design plans for Ashwood Subdivision

4. Right of entry permit from CSX railroad for the Darmstadt Road bridge - New Week

5. Council call request -  $q_{\mu}$   $\dot{\omega}$ .

Transfers:

\$2,500 from 203-3600 Rent to 203-2500 Electrical
\$2,000 from 203-3560 Air Conditioning to 203-3500 Repair\Bldg\Grounds
\$1,000 from 203-3560 Air Conditioning to 203-4210 Furniture/Fixtures
\$40,000 from 203-4345 Ohio Street Bridge to 203-4396 Vogel Rd. Bridge
\$40,000 from 203-4340 Franklin St. Bridge to 203-4353 Col./Del. Bridge
\$25,000 from 203-4339 Maasburg Rd. Bridge to 203-3930 Contractual

Appropriations:

\$50,000 to 216-4827 Lynch Road Extension

#### **AGREEMENT**

THIS AGREEMENT is made and entered into by and between Vanderburgh County, acting through the Board of County Commissioners, and Posey County, acting through the Board of County Commissioners.

WHEREAS, Vanderburgh County and Posey County are interested and paving and maintaining County Line Road on the shared boundary between the two counties from Baseline Road to Schmitt Road,

NOW THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

Vanderburgh County is responsible for the initial paving of County Line Road from Baseline Road to Schmitt Road. The depth of the asphalt to be placed upon this gravel road and the cross section of this road will be determined by mutual agreement of the Vanderburgh County Engineer, or his duly appointed representative, and the Posey County Engineer, or his duly appointed representative. Vanderburgh County will be responsible for all costs associated with the initial paving of this road. The work to be done by Vanderburgh County will include, but will not be limited to, drainage improvements, asphalt paving, paint striping, and shoulder construction.

Posey County is responsible for all future maintenance of County Line Road between Baseline Road and Schmitt Road after it is paved. The maintenance work to be performed by Posey County will include, but will not be limited to, crack sealing, pothole repair, drainage improvements, paint striping, sign maintenance, snow removal, and repaving. Posey County will be responsible for all costs associated with future maintenance work.

Posey County will continue to be responsible for all costs associated with the maintenance, repair, and replacement of all bridges and drainage structures on County Line Road between Baseline Road and Schmitt Road.

If any disputes should arise concerning any portions of this agreement, they shall be resolved at a meeting that shall include the Posey County Engineer, one member of the Board of County Commissioners of Posey County, the Vanderburgh County Engineer, and one member of the Board of County Commissioners of Vanderburgh County.

The duration of this agreement shall be ten years. If either party to this agreement desires to terminate this agreement at any time before it expires, it must be voted upon by the Board of County Commissioners of the party that seeks to terminate the agreement. After a Board of County Commissioners has voted to terminate this agreement, they must notify the Board of Commissioners of the other County in writing that a vote was taken to terminate this agreement. Once this written notification is given, this agreement shall be terminated and all paving and maintenance for County Line Road shall be the responsibility of Posey County.

| IN WITNESS THEREOF, the parties have executed day of, 1993. | cuted this agreement effective as of the |
|---|--|
| BOARD OF COMMISSIONERS OF<br>VANDERBURGH COUNTY             | BOARD OF COMMISSIONERS OF POSEY COUNTY   |
| Richard J. Borries, President                               | Martin R. Redman, President              |
| Patrick Tuley, Vice President                               | Greg A. Martin, Vice President           |
| Donald Hunter, Member ATTEST:                               | Anthony R. Martin, Sr., Member           |
| Sam Humphrey, Auditor APPROVED AS TO LEGALITY AND FORM      | John Sherretz, Auditor                   |
| Alan Kissinger Vanderburgh County Attorney                  | Henry C. Hudson Posey County Attorney    |

### ASSOCIATED LAND SURVEYORS AND CIVIL ENGINEERS, INC.



1270 MAXWELL AVE. - TEL.(812) 464-3031 EVANSVILLE, INDIANA 47711

May 11, 1993

Vanderburgh County Engineer Vanderburgh Auditorium Evansville, IN 47708

Attn: John Stoll

Re: Mt. Ashley Subdivision

Dear John:

Please consider this letter a request to place the above mentioned subdivision on the Monday May 17, 1993 County Commission meeting agenda for sidewalk waiver.

Considering the location of the subdivision and its proximity to other subdivisions (Brookview and Brookview Heights, for example) that do not have sidewalks, the developer respectfully requests the sidewalks to be waived in Mt. Ashley. There will be concrete curbs and gutters and the fact there will only be 19 lots we do not deem it necessary.

Sincerely,

Aaron Biggerstaf

cc: County Commissioners

# VANDERBURGH COUNTY HIGHWAY DEPARTMENT PROGRESS REPORT Friday, May 5, 1993 thru Thursday, May 13, 1993

### Friday, May 5, 1993

Gradall & one crew finished culvert on Old State Road and ditched on Wimberg. Patch crews - 2 crews patched on Mt. Pleasant and Hillsdale Road. Beltloader & five crews pulled shoulders on St. Joe Rd. and West Terrace Dr. Cycle Mowers worked on Mesker Park Dr, Mohr Road, Kleitz Rd, and Fisher Road. One crew rocked school bus turn arounds. Tiger mower worked on Schraeder Rd, Volkman Rd, Cemetary Rd. Garage - one crew worked installing radios in trucks.

### Monday, May 10, 1993

Paver, Roller, Beltloader and 4 crews paved at Burdette Park. Gradall & one crew worked at Burdette. Gradall & one crew replaced culvert on Seib Road. Tiger mower and one crew worked on Green River Road. Cycle mower worked on Boonville New Harmony Road. Trash crew worked throughout the county and at the garage. One crew worked at the garage.

### Tuesday, May 11, 1993

Gradall & one crew replaced culvert on Seib Road.

Gradall & one crew worked at Burdette.

Two crews hauled concrete to Briar Ct.

Two crews hauled culvert to Wimberg Road.

Roller, paver, Beltloader and 4 crews paved at Burdette Park.

Patch crew worked on Allens Lane.

Cycle mowers worked on Tekoppel, Broadway, Boonville-New Harmony and Baseline.

### Wednesday, May 12, 1993

Gradall & one crew worked at Burdette Park.
Gradall & one crew worked on Little Schmuck.
Patch Crews - 2 crews worked on Hogue Road, Peerless Road and Schutte Road.
Two crews hauled concrete.
Tiger mower and one crew worked on Tekoppel, Middle Mt. Vernon and Eichoff Rd.
Rock Crews - 3 crews rocked Seminary, Long, King and Happe Roads.
One crew cut weeds at intersections.
Garage - one crew installed radios, one crew worked on distributor.

### Thursday, May 13, 1993

Gradall & one crew ditched and installed plastic pipe at 5815 Plainview.
Gradall & one crew worked on Little Schmuck.
Patch crews - 2 crews worked on Frontage Road.
Roller, Paver, and Eight paving crews worked on Wimberg Road.
Tiger Mower and one crew worked on Green River Road and Boonville-New Harmony.

### VANDERBURGH COUNTY BRIDGE CREW PROGRESS REPORT Friday, May 5, 1993 thru Thursday, May 13, 1993

### Friday, May 5, 1993

Crew #1 - finished Old State Road, clean inlet at Kleitz & Mesker Park.

Crew #2 - weed eat guardrails on Green River Road.

Crew #3 - dig out Mt. Pleasant and Hillsdale for patching.

### Monday, May 10, 1993

Crew #1 - install 24" culvert on Seib Road, cut weeds at bridges and guardrail. Crew #2 - Add 24" culvert on Barton Lane, saw Meadowview, check culverts on

Korressel at Greenbriar Drive.

Crew #3 - install culvert on Barton Lane, add rip rap & 73's on Colonial Dr. off Eastwood & Oakhill Road by guardrail.

### Tuesday, May 11, 1993

Crew #1 - install 18" culvert on Seib Road, weedeat guardrail and bridges.
Crew #2, #3 & Backhoe - pick up 21'X12" plastic pipe and repair Chapel Hill culvert.

### Wednesday, May 12, 1993

Crew #1 - install reflectors on new bridges.

Crew #2 - saw Korressel Road culverts, cut weeds around guardrails.

Crew #3 - cut weeds around guardrails on Darmstadt.

### Thursday, May 13, 1993

Crew #1 - remove headwalls on Big Schaeffer Road.

Crew #2 - cut guardrail and bridges on Old Princeton & crossroads.

Crew #3 - cut guardrail & bridges on St. Joe Ave & crossroads.



May 5, 1993

File: R/W - Right of Entry

Vanderburgh County Engineer's Office Vanderburgh County 1715 Locust Street Evansville, Indiana 47708

PROJECT: Evansville, Indiana - Right-of-Entry to work on Bridge #214 Darmstadt Road - Mile Post 0ZA 281.1

Dear Sir:

This has reference to your request to enter the property of CSX Transportation, Inc. hereinafter called "Railroad", to perform certain work, hereinafter called "Work", in connection with the construction of the captioned project.

Railroad hereby grants to <u>Vanderburgh County Engineer's Office</u>, hereinafter called "Agency", the right and permission to enter upon Railroad's property for the purpose of performing said Work as outlined on Agency's letter or plan, made a part hereof by reference, subject to the terms, conditions and provisions hereinbelow set forth:

- 1. The work shall be performed at the entire cost and expense of Agency, in accordance with good and sound engineering practices, to the satisfaction of railroad's Chief Engineer, or his duly authorized representative, and in a manner to avoid accidents and damages or unnecessary delays to or interference with train traffic of Railroad.
- 2. Agency or Agency's contractor shall notify Railroad's Division Engineer, R. R. Stobart, telephone, 708-201-5155 advising Mr. Dean at least seventy-two (72) hours before proceeding with the Work on Railroad property and shall abide by the instructions of said Division Engineer insofar as the safety of the Railroad is concerned.

3. No equipment of Agency or of its contractor, shall be placed and operated, nor Work permitted to be performed at a distance closer than twenty (20) feet from the center of any track. Equipment shall be moved across the Railroad's track(s) only at a public crossing, unless prior arrangements have been made with said Division Engineer. All precautions must be taken by

Agency and its contractor to avoid interference with or damage to Railroad's signal and communications facilities during the course of said Work.

- 4. Railroad shall furnish such personnel, flagman or watchman which in Railroad's opinion may be necessary to protect the facilities and traffic of Railroad during the performance of said Work and Agency, or its contractor, shall reimburse Railroad promptly for the actual cost of said services, including all applicable surcharges, upon receipt of bill or bills therefor.
- 5. Agency, in so far as it is legally able to do so, hereby assumes risk of and agrees to indemnify, defend, protect and save Railroad harmless from and against (a) injury to or death of any person or persons whomsoever, including but not limited to the agents, servants or employees of the parties hereto, or (b) the loss or damage to any property whatsoever, including property owned or in the care, custody or control of Railroad, and (c) all claims, demands, suits, judgments or expenses incurred in connection therewith; resulting from or arising out of the sole or concurring negligent or willful acts or omissions of Agency, or its agents, servants or employees, in the performance or execution of the Work performed under this right-of-entry or incidental thereto.
- 6. Agency shall take out before work is commenced on Railroad's property and keep in effect until work is completed and accepted, a Railroad Protective Lability Insurance Policy in the name of Railroad, said policy, or policies, to be on the ISO/RIMA Form (ISO Form CG 00 35) with Pollution Exclusion Amendment (ISO Endorsement No. CG 28 31), and with limit of lability in amount of \$2 million for bodily injury, property damage and physical damage to property per occurrence with an aggregate limit of \$6 million for each annual policy period. The original policy must be submitted to and approved by Railroad's Director-Casualty Insurance, CSX Transportation, Inc., 500 Water Street, Jacksonville, F1. 32202, prior to commencement of operations under this agreement.

#### Page 3

- 7. Agency shall, or shall require its contractor to. promptly notify said Division Engineer of any loss, damage, injury or death arising out or in connection with said Work to be performed.
- 8. It is understood and agreed that, upon completion of said Work, Railroad's property shall be left in a condition satisfactory to Railroad's Chief Engineer or his duly authorized representative.
- 9. This right-of-entry and the permission conferred and the license granted by it does not constitute a grant of permanent easement and shall terminate upon completion of the Work or at midnight, Friday, October 1, 1993, whichever occurs first, unless extended in writing by Railroad.

If the provision and terms of the right-of-entry granted by this letter are acceptable to the Agency, please have an authorized official sign both copies in the space provided below, and return one duplicate original to the undersigned.

Yours very truly, CSX TRANSPORTATION, INC.

R. R. Stobart Division Engineer

ED/ejb

| ACCEPTED: |      |  |  |
|-----------|------|--|--|
| ву        |      |  |  |
| TITLE     |      |  |  |
| DATE      | , 19 |  |  |

### CURRAN MILLER AUCTION & REALTY, INC. 13020 STATE ROAD 57 EVANSVILLE, INDIANA 477.11-9869 (812) 867-2486

| EXPLANATION | AMOUNT |
|-------------|--------|
|             |        |
|             |        |
| • •         |        |
|             |        |

71-738/813

5970

| PAY       | THE SUMS 027 DOL                                     | 574 CI | <u>rs                                    </u> | DOLLARS       |
|-----------|--|--------|---|---------------|
| CHECK NO. | TO THE ORDER OF                                      | DATE   | DESCRIPTION                                   | CHECK AMOUNT  |
| 5470      | Board of Vanderbruch to Commissione                  | 5.1093 | net auction                                   | 5027 24       |
|           |  |        | RRAN MILLER AUCTION & REAL<br>ESCROW ACCOUNT  | TY, INC.      |
| •         | THE ELBERFELD STATE BANK<br>ELBERFELD, INDIANA 47813 |        | Three White                                   | AFTER 90 DAYS |
|           |  |        |   |               |

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|-----------------------|--|----------------|---------------------------------------|--------------|
| CRESCRISED B. STATE I | COAFU OF ACCOUNTS                        | REVISED CO     | 30NTY FORMS NO. 20 -                  | 1747<br>1747 |
| may 12, 1993          | OFFICE OF C                              | ACTIQUA YIMUC  |                                       |              |
| EVANEZTICLE, INDIANA  | VANDERBURGH C                            | jumīr, INDIANA | NO. <u>≘083</u>                       |              |
| F(40) - 00            | REV                                      |                | <u>#5,027,74</u>                      |              |
|                       | T: CURREN MILLER AU                      |                |                                       |              |
| HOS FILED IN MY OFFI  | CE THE RECEIPT OF THE \$5,027.74 DOLLARS | TREASURER OF   | VANDERBURGH COUNTY.                   | IN.          |
| OH ACCOUNT OF COU     | NTY AUCTION                              |                |                                       |              |
|                       |  | AUDITOR V      | SAM HUMPHREY<br>ANDERBURGH COUNTY, IN | iō i erie    |
|                       |  |                |                                       |              |



# CUI COURGE Miller JOUCHON Miller Phone (812) 887-2488 13020 N. STATE ROAD 57 — EVANSVILLE, IN 47711



### PUBLIC AUCTION SUMMARY AND STATEMENT April 24

|        | Common Willer Bucking / Page     | -1          | Date Apr           | 11 24,  | 19 93          |
|--------|----------------------------------|-------------|--------------------|---------|----------------|
|        | neer Curran Miller Auction/Rea   | alty, Inc.  |                    |         |                |
| Owner. | Vanderburgh County               |             |                    |         |                |
|        |                                  | AMOUNT      | COMMISSION         | AMOUNT  | <b>AMOUNT</b>  |
|        | Auction Total: Cash              |             | \$                 |         |                |
|        | Checks                           |             |                    |         |                |
|        | Acets. Rec.                      |             |                    |         |                |
|        | Sales Tax Collected              |             |                    |         |                |
|        | GROSS AMT. OF AUCTION            |             |                    |         | 6,584.25       |
|        | Commissions Charged:             |             |                    |         |                |
| (A) _  | Personal Property @ 15 %         | \$ 6.584.25 | \$ 987.64          |         |                |
| (B)    | @%                               |             |                    |         |                |
| (C) _  |                                  |             |                    |         |                |
| (D) _  |                                  |             |                    |         |                |
| ,      | TOTAL COMMISSION:                |             |                    | 987 64  |                |
|        | Advertising                      |             |                    |         |                |
|        | Evansville Courier               |             |                    |         |                |
|        | Sale Bills                       |             |                    |         |                |
|        | Mailing                          |             |                    |         |                |
|        | Alvey's Sign Co.                 |             |                    |         |                |
|        |                                  |             |                    |         |                |
|        |                                  |             |                    |         |                |
|        |                                  |             |                    |         |                |
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|        |                                  |             |                    |         |                |
|        |                                  |             |                    |         |                |
|        |                                  |             |                    |         |                |
|        |                                  |             |                    | 476.87  |                |
|        | TOTAL ADVERTISING                |             |                    |         |                |
|        | Clerking 3 hrs X \$8             |             |                    |         |                |
|        | Cashier 4.5 hrs X \$8            |             |                    |         |                |
|        | Auction Preparation              |             | ,                  |         |                |
|        | Labor During Auction 4 hrs X \$8 |             |                    |         |                |
|        | Use of Equipment & Supplies      |             | \$ -               |         |                |
|        |                                  |             | \$.                |         |                |
|        |                                  |             | \$.                |         |                |
|        | TOTAL EXPENSE                    |             |                    |         | 1,556.31       |
|        | NET AMT. OF AUCTION              |             |                    | \$      | 5,027.74       |
|        | Received Payment in Full         |             | \$ <u>1,556.51</u> |         |                |
|        | Signed Taken Wools               | <u>~</u>    |                    | Clerk & | or Auctioneer  |
|        | Received Payment: Cash           |             | \$                 |         |                |
|        | Checks CM Escrow                 |             |                    |         |                |
|        | Acets. Rec.                      |             | •                  |         |                |
|        |                                  |             |                    |         |                |
|        |                                  |             |                    |         |                |
|        |                                  |             |                    |         |                |
|        |                                  |             |                    |         |                |
|        |                                  |             |                    |         |                |
|        | •                                |             |                    |         |                |
|        |                                  |             |                    |         |                |
|        | TOTAL RECEIVED                   |             | \$ <u>5,027.74</u> |         |                |
|        | PLUS EXPENSES                    |             | \$ 1,556.51        |         |                |
|        | EQUALS GROSS AMT. OF AUCTION     |             | \$ 6,584.25        |         |                |
|        | Signed                           |             |                    | (       | )wner or Agent |

### AN ORDINANCE AMENDING CHAPTER 153 (ZONING CODE OF THE VANDERBURGH COUNTY CODE OF ORDINANCES

WHEREAS, Indiana law allows local governments to provide ordinances for the purpose of securing adequate light, air, convenience of access and safety from fire, flood and other dangers; lessening or avoiding congestion in the public ways; and promoting the public health, safety, comfort, morals, convenience and general public welfare; and

WHEREAS, on May 22, 1989, the Board of Commissioners of Vanderburgh, Indiana, passed an ordinance amending Chapter 153 (Zoning Code) of the Vanderburgh County Code of Ordinances; and

WHEREAS, the Area Plan Commission of Evansville-Vanderburgh County has recommended that certain changes be made to the Zoning Code;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF VANDERBURGH COUNTY, INDIANA, AS FOLLOWS:

Section 1. The following Sections of Chapter 153 (Zoning Code) are amended to read as follows:

- (a) Section 153.074 (Use Group 7), relating to uses permitted in the C-1, C-2, C-4, M-1 and M-2 Districts, is amended by deleting Subsection (B) therefrom and inserting in lieu thereof a new Subsection (B), which new subsection shall read as follows:
  - (B) The following businesses and professions:

Broadcasting station Financial institution

- (b) Section 153.092 (Type and Size of Facilities), relating to off-street parking and loading requirements, is amended by deleting Subsection (C) therefrom and inserting in lieu thereof a new Subsection (C), which new subsection shall read as follows:
  - (C) Except on lots occupied by single or two-family dwellings, access drives or driveways to or from any parking space or lot shall provide an access drive measured at right angles to the center line of the drive, as

ANDERS - JUNA.

APR 1 2 1993

Som Tampley

follows (widths do not include required entrance and exit radii):

| Residential | One-Way | Two-Way<br>MinHax. |
|-------------|---------|--------------------|
| 1-2 Units   | 10      | 10-20              |
| 3-8 Units   | 10      | 20-30              |
| 8 or more   | 12-20   | 24-40              |
| Commercial  | 12-20   | 24-40              |
| Industrial  | 12-20   | 24-40              |

(c) Section 153.134 (List of Special Use Designations) is amended by deleting therefrom the special use designations "Churches--SU-2" and "Resident-occupied and resident-operated child care facilities or nursery schools that keep six to ten children on a full-time basis and no more than five children on a part-time basis (fewer than 4 hours per day)--SU-28," respectively, and inserting in lieu thereof the following respective special use designations:

Churches and church-operated incidental/ accessory facilities (on same site), including Sunday schools, child care, preschools, adult day care, offices, soup kitchens, shelters and similar service uses.

SU-2

\* \* \*

Resident-occupied and resident-operated child care facilities, preschools, adult day care facilities or similar operations which keep up to 12 persons on a daily basis, but not including 24-hour care.

SU-28

Section 2. Except as expressly modified herein, all other provisions of the Zoning Code shall remain in full force and effect. This Ordinance shall be in full force and effect from and after its passage by the Board of Commissioners of Vanderburgh County, Indiana.

|                            | BOARD OF COMMISSIONERS OF VANDERBURGH COUNTY, INDIANA |
|----------------------------|---|
|                            | President   |
|                            | Vice President  |
|                            | Member  |
| ATTEST:                    |   |
| Auditor                    | •   |
| APPROVED AS TO LEGAL FORM: |   |
| County Attorney            |   |

PASSED this \_\_\_\_ day of \_\_\_\_\_, 1993.

a claim to be properly itemized, must show: Kind of service, where performed, dates service rendered, by whom, rate per day, number of hours, rate per hour, price per foot, per yard, per hundred, per pound, per ton, etc.

| VANDERBURGH COUN          |  |                    |          |          |            |             |
|---------------------------|--|--------------------|----------|----------|------------|-------------|
| VENDOR NAM                | E VANDERBURGH (  | O. TREASURE        | e_       | #/       | 826        | 4           |
| On Account of Approp      | oriation for $U.5.1$   | I INTERCH          | ANGE     | 1        | 430 6      | <u> Son</u> |
| Invoice No.               | Itemizec   | d Claim            |          |          | Amount     |             |
|                           | 1993 REAL  | ESTATE TAXE        | হ        |          |            |             |
| ROSS 007/01016            | Spring   | INSTALL MENT       |          |          | <b>233</b> | _           |
|                           | FALL   | INSTALLMENT        |          |          | 233        | 52          |
|                           | REAL ESTATE:   | PT SW SE 3         | 0-6-15   |          |            | $\vdash$    |
|                           |  | LE Mr. VERN        |          |          |            |             |
|                           | KORFAT É   | PATRICIA BARA      | 201)     |          |            | -           |
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| Pursuant to the provision | ons and penalties of Chapter                                   | 155, Acts of 1953, |          |          | ,          | ,           |
|                           | oregoing account is just and c<br>and that no part of the same |                    | nt claim | ed is lo | agally due | , after     |
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|                           |  |                    | Name     |          |            |             |
|                           |  |                    | Title    |          |            |             |
| Date                      | , 19   |                    |          |          |            |             |

**VANDERBURGH COUNTY, INDIANA** 

A claim to be properly itemized, must show: Kind of service, where performed, dates service rendered, by whom, rate per day, number of hours, rate per hour, price per foot, per yard, per hundred, per pound, per ton, etc.

| VENDOR NAM                | E CHARLES W. KUSTO.  | N #1100847                        |
|---------------------------|--|-----------------------------------|
| On Account of Approp      | priation for <u>203-3930</u> CONT  | PACTUAL SUCS                      |
| Invoice No.               | itemized Claim   | Amount                            |
| #34                       | AS PER CONTRACT  |                                   |
|                           | M. T. M.   |                                   |
|                           | 11/4y 3- 1/4y 7, 1993  |                                   |
|                           | 35 HRS @ 4/2/HR  |                                   |
|                           |  |                                   |
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|                           | oregoing account is just and correct, that the amo and that no part of the same has been paid. | ount claimed is legally due, afte |
|                           | Charles 2  | 2) Justo                          |
|                           |  | Name                              |
|                           |  | Title                             |

A claim to be properly itemized, must show: Kind of service, where performed, dates service rendered, by whom, rate per day, number of hours, rate per hour, price per foot, per yard, per hundred, per pound, per ton, etc.

| VANDERBURGH COUN           |                             |                               |  |
|----------------------------|-----------------------------|-------------------------------|--|
| VENDOR NAM                 | E CHARLES                   | 3930 CONTRACT                 | # 1100847  |
| On Account of Approp       | oriation for $203-$         | 3930 CONTRACT                 | TUHL SUCS  |
| Invoice No.                | Itemją                      | ed Claim                      | Amount   |
| #35                        | As Pen                      | R CONTRACT.                   |  |
|                            | Ma                          |                               |  |
|                            | 11/4y 10-13                 | 12/10                         | <del></del>                                      |
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| Pursuant to the provision  | ons and penalties of Chapte | er 155. Acts of 1953.         | ,  |
|                            | •                           | correct, that the amount clai | med is legally due, after                        |
| allowing all just credits, | and that no part of the sar | ne has been paid.             | med is legally due, alter                        |
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|                            |                             | Name                          | 1  |
|                            |                             | Title                         |  |
| Date                       | , 19                        |                               |  |

| On Account of Appropriation For |                 |   |     |                          |      |
|---------------------------------|-----------------|---|-----|--------------------------|------|
| 19                              | Order<br>Number | ITEMIZED CLAIM                              | DOL | LARS                     | Cts. |
| 4/24                            | 93 49209        | Legal Services and Expenses Acct. # 130-361 |     | 496                      | 66   |
| _                               |                 |   |     |                          |      |
|                                 |                 |   |     |                          |      |
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Pursuant to the provisions and penalties of Chapter 155, Acts of 1953,

| i hereby certify that the foregoing account is | ust and correct, that the amount claimed is legally due, alter allowing all just credits, |
|--|---|
| and that no part of the same has been paid.    | KAHN, DEES: DONOVAN & KAHN  |

Date 5/5 19.93.

Date May 12,

Revised County Form No. 17

| A c  | laim to | be properly  | itemized,  | must sho  | w: Kind  | of service, | where    | performed,  | dates s | service  | render | ed, |
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| by \ | whom,   | rate per day | , number o | of hours, | rate per | hour, price | per foot | , per yard, | per hur | ndred, p | er pou | nd, |
| per  | ton, e  | tc.          |            |           |          | -           |          | •           |         |          | . ,    |     |

| ANDERBURGH CO   | One Tim<br>"Vender                   |           |    |
|-----------------|--------------------------------------|-----------|----|
| VENDOR NA       |                                      |           |    |
| Account of Appr | ropriation for 130-3994              |           |    |
| Invoice No.     | Itemized Claim                       | Amoun     | t  |
|                 | Matching Grant Money as per Attached | \$150,000 | 00 |
|                 | Letter (Exhibit "A")                 |           |    |
|                 |                                      |           | +- |
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\_, 19<u>93</u>\_\_

Director

Title

A claim to be properly itemized, must show: Kind of service, where performed, dates service rendered, by whom, rate per day, number of hours, rate per hour, price per foot, per yard, per hundred, per pound, per ton, etc.

### **VANDERBURGH COUNTY, INDIANA**

VENDOR NAME Given & Spindler Management Co. # 1867

On Account of Appropriation for 1440 - 3790 Auditorium

| Invoice No.                           | Itemized Claim                              | Amount   |    |
|---------------------------------------|---|----------|----|
|                                       | Management fee for May 1993. Contract dated |          |    |
|                                       | April 6, 1992 between Given & Spindler      |          |    |
|                                       | Management Co. and the County Commissioners | \$4,110. | 1  |
|                                       |   |          | L  |
|                                       |   |          |    |
|                                       |   | 1        |    |
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| · · · · · · · · · · · · · · · · · · · |   |          |    |
|                                       | Total                                       | \$4,110. | 1: |

Pursuant to the provisions and penalties of Chapter 155, Acts of 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

Name

Title /

| A claim to be properly itemized, must show: Kind of service     | where performed, dates service rendered, b | y whom, rate per day, number |
|---|--|------------------------------|
| of hours, rate per hour, price per foot, per yard, per hundred, | , per pound, per ton, etc.                 | ,, p, ,                      |

| Vanderburg | th County | , Indiana |
|------------|-----------|-----------|
|------------|-----------|-----------|

|   |                 | To . Evansville Association for I | Retarded Citizens Dr. |  |  |  |  |
|---|-----------------|-----------------------------------|-----------------------|--|--|--|--|
| On Account of Appropriation For 130-303 |                 |                                   |                       |  |  |  |  |
| 19 <b>9.3</b> .                         | Order<br>Number | r ITEMIZED CLAIM DOLLA            |                       |  |  |  |  |
|   |                 | June. 1993                        | 2 3 2 5 0 00          |  |  |  |  |
|   |                 |                                   |                       |  |  |  |  |
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Pursuant to the provisions and penalties of Chapter 155, Acts of 1953,

| I hereby certify that the foregoing account is just and correct of the same has been paid | ect, that the amount claimed is legally due, after allowing all just credits, |
|---|---|
| and that no part of the same has been paid.   | Margaret S. Bouman  |
| 1 1   | marquel D. I down   |
| Date  | President   |
| Date 15   | Title   |

**\$4.139**|93

A claim to be properly itemized, must show: Kind of service, where performed, dates service rendered, by whom, rate per day, number of hours, rate per hour, price per foot, per yard, per hundred, per pound, per ton, etc.

#### **VANDERBURGH COUNTY, INDIANA**

| VENDOR NA          | AME Given & Spindler Management Co.         | # 1867  |    |  |  |  |
|--------------------|---|---------|----|--|--|--|
| On Account of Appl | Account of Appropriation for 144-3790       |         |    |  |  |  |
| Invoice No.        | Itemized Claim                              | Amount  |    |  |  |  |
|                    | First quarter 10% management commission     |         |    |  |  |  |
| <del></del>        | per contract dated 4-6-92.                  |         |    |  |  |  |
| · .                | Total income for this quarter = \$41,399.24 |         |    |  |  |  |
|                    | 10% of total income for this quarter =      | \$4.139 | 93 |  |  |  |
|                    |   |         |    |  |  |  |
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Pursuant to the provisions and penalties of Chapter 155, Acts of 1953,

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been/paid.

Sandia Toton

Meneral Manager

# MINUTES COUNTY COMMISSIONERS MEETING MAY 24, 1993

#### INDEX

| <u>Subject</u>  | age                | No.      |
|---|--------------------|----------|
| Meeting Opened @ 5:30 p.m   |                    | 1        |
| Introductions & Pledge of Allegiance  |                    | 1        |
| Awarding of Bids for Transportation Services for the Elderly & Handicapped & Personal Computers for the Assessors | •••                | 1        |
| Request to Enter into Agreement Between County Assessor & Southwestern Indiana Association of Realtors            | •••                | 1        |
| Liquidation of County Vehicles  | • • •              | 3        |
| American Star Properties/Presentation of Check  | • • •              | 5        |
| County Attorney/Alan M. Kissinger   |                    | 5        |
| County Highway/Bill Morphew   | • • • •            | 6        |
| County Engineer's Office/Gary Kercher   | eek<br>st<br>quest | <b>6</b> |
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| Old Business (None)   | • • • •            | . 12     |
| New Business  |                    | . 13     |
| Meeting Adjourned @ 6:45 p.m  |                    | . 13     |

# MINUTES COUNTY COMMISSIONERS MEETING MAY 24, 1993

The Vanderburgh County Board of Commissioners met in session at 5:30 p.m. in the Commissioners Hearing Room with President Rick Borries presiding.

#### RE: <u>INTRODUCTIONS & PLEDGE OF ALLEGIANCE</u>

President Borries 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. He then asked if there are any individuals/groups in the audience 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: AWARDING OF BIDS FOR TRANSPORTATION SERVICES FOR THE ELDERLY & HANDICAPPED AND PERSONAL COMPUTERS FOR THE ASSESSORS

Transportation Services: Ms. Susan Jeffries of the Purchasing Department was recognized. She noted two (2) bids were received last week concerning the Transportation Services for the Elderly & Handicapped; one from Community Action Program of Evansville (\$52,179) and the second from A.S.A.P. Transportation (\$54,088). Both bids were in compliance with the specifications. It is their recommendation that the Board award the contract to the low bidder.

Commissioner Borries entertained questions. There were none. He then entertained a motion.

Motion to award the contract to C.A.P.E. in the amount of \$52,179 in accordance with the recommendation from Purchasing was made by Commissioner Tuley, with a second from Commissioner Hunter. So ordered.

<u>Personal Computers:</u> Ms. Jeffries said these bids are still being reviewed and she would request that the Board defer this matter until next week.

RE: REQUEST TO ENTER INTO AGREEMENT BETWEEN COUNTY ASSESSOR & SOUTHWESTERN INDIANA ASSOCIATION OF REALTORS

Commissioner Borries welcomed Bill Kattmann and David Matthews.

Mr. Kattmann said this is an agreement the Southwestern Indiana Association of Realtors has been working on with Mr. Angermeier for about six months. It was his opinion that the Association also needed to obtain approval from the Board of Commissioners. He believes Dennis Brinkmeyer has reviewed the agreement. Mr. Angermeier has already signed the agreement. Basically, what it is is that they have a computerized multi-misting Service. In that computerized multi-listing service they have provisions for a program called In-Tax. What they do with that program is that they take our computer information. They down load it onto a tape. They use a program that changes our language to their language and insert it into their computer. Basically what it does for the City — or for the County — is it takes a lot less of our time. A couple of years ago when they started on this, Mr. Folz said that a big portion of his time — and he did run a survey about how many phone calls he gets in the course of a day — and this saves a considerable amount of time. What they will be able to do in the future, they will down load approximately four times a year at no cost to the County and what it allows them to do as realtors is instead of calling an Assessor's office to get information as far

as assessment, lot sizes, etc., it allows them to bring up on their screen the field sheet. It will cut considerably the time involved in either coming to the Civic Center to get information or making a telephone call to obtain information. What they have found out with Mr. Folz is that maybe two or three people are working on one listing to try to list a piece of property — and he might get anywhere from three to five phone calls on the same piece of property, and that is where the duplication comes in. There are other organizations that do phone to get information from the Assessors (SIGECO and a number of others). But he thinks the realtors take up the majority of the time — and a phone call is less time consuming to those assessors than a personal visit, as far as the time the employee needs to look up the information, etc. This will require basically no time. It is their expense to down load it; it is their expense to have it converted to work on their computer. Basically the only thing the Commissioners need to do is sign the agreement and give them permission to do it. The other thing that is beneficial to the County is that the realtors don't make as many phone calls or take up employees' time as far as looking up information they need on listings to sell real estate. There is really no cost whatsoever to the County.

Mr. Tuley asked if this is off the Manatron assessment system or the mainframe?

Mr. Kattmann said it is his understanding this would be off the Manatron system. They can't get into it and change things. They only get in four times a year to down load. That was one of the things discussed -- actual access to the computer. They were afraid somebody might figure out how to get in and start changing things. That wasn't what they were interested in and the suggestions came from there to down load four times a year and use that information.

Mr. Tuley asked if Mr. Kattmann could start on the same kind of conversation with the Treasurer's office and the Auditor's office in reference to exemptions, taxes, etc. That would be nice; he knows the realtors have to make a lot of trips and phone calls to those offices, as well.

Mr. David Matthews said the document says they will try to get tax information, as well, if available. They are not sure they can get that done -- but they would like to get that, as well, because the Assessor does have this on their system. It is public information and if they can get that -- they will. They are trying to come up with a system that will make our job easier and their job easier, as well.

Attorney Kissinger said he doesn't want to throw a monkey wrench in this and apparently Mr. Brinkmeyer has already looked at this. Mr. Kissinger said he has been made aware by Roger Elliott of House Enrolled Act No. 1802, which deals with Title V of the Indiana Code, specifically with enhanced access to public records -- which is exactly what we are talking about here.

is exactly what we are talking about here.

I.C. 5-14-3-3.5 indicates, "As an additional means of inspecting and copying public records, a public agency may provide enhanced access to public records maintained by the public agency. A public agency may provide a person with enhanced access to public records only if the public agency has entered into a contract with the person under this section." The contract required by this section must provide that the person will do the following:

 Pay the public agency a fee for enhanced access to public records.

Mr. Kissinger said he supposes the fee is negotiable and it can be minimal. But in order for this agreement to be valid, we must include a fee in the agreement.

Mr. Matthews said that is mentioned in the agreement. It says "consideration" as opposed to "fee" -- it says reduced staff load for the County and less time for the realtors. Whether "consideration" that way -- but they could certainly make it \$1.00.

Attorney Kissinger said that as stated, he certainly doesn't want to throw a monkey wrench into this — and he doesn't think anyone has any objection to it, but it is the type of thing that could become an administrative nightmare if we get in the midst of it and somebody comes full circle and says, 'Wait a minute, there is no fee' — so he does think that fee needs to be included and he assumes the fee is negotiable. If everyone thinks \$1.00 is satisfactory, then \$1.00 is satisfactory because all parties agree. But we do need to consider that. The statute also tells what you're not supposed to engage in and he is assuming that the protections indicated earlier will keep the realtors from engaging in these unauthorized acts anyway.

Commissioner Borries queried the Board concerning the fee. Is the \$1.00 reasonable, so we can comply with the law?

Attorney Kissinger said this fee needs to be included in the written agreement. The Commissioners can take action today with regard to the fee and the revised agreement including the fee can be brought to next week's meeting for signatures.

Upon motion made by Commissioner Tuley and seconded by Commissioner Hunter, the Board approved a \$1.00 fee in accordance with the recommendation of the County Attorney that a fee be included in the written agreement. So ordered.

#### RE: LIQUIDATION OF COUNTY VEHICLES

Commissioner Borries said he is in receipt of a memo from Jeffrey R. Wolfe, Owner & General Manager of Wolfe's Auto Auction, regarding liquidation of County vehicles. The agenda indicates that Mark Abell will discuss this.

Mr. Abell said the letter (copy attached hereto) is pretty much self-explanatory. He thinks this might offer us an opportunity to make more for the salvaged vehicles that we've been selling at public auction once a year. The theory is that we will have access to more dealers who know more about cars. We've been selling to the public at pretty low figures. He thought perhaps we could try this, if it satisfies all need for public auction -- since it is county property.

Mr. Hunter said if he understands this correctly, rather than holding a vehicle some six or eight months for auction at the County Garage or someplace, the vehicles could be taken to the auction block immediately.

Mr. Abell said that is another good aspect of it.

Mr. Hunter asked if we could also put a reserve on these vehicles - not lending them out.

Mr. Abell said he doesn't see any problem with that.

Attorney Kissinger said if we're going to auction property under those circumstances, you can't include a reservation clause. As long as we meet the advertising requirements, if someone else wants to actually perform the function of legally auctioning, then that is certainly permissible.

Mr. Hunter asked if anyone has the right to bid -- or is that just dealers?

Attorney Kissinger said that anytime there are County vehicles out there, it would have to be advertised as open to the public.

Commissioner Borries said they would have to open it to the public. We're all led to believe in our society to have a little love affair with cars. But to these guys who get in the market —they're just units — just machines. Anyway, these units — they have to be open to the public. He doesn't want to throw a monkey wrench into this either, but he guesses his question on this is how do we advertise these things? His first method indicates the auction would be held on Thursday of any given week during the course of the year — and then they would store them out there.

Mr. Abell said Wolfe's fee is actually based on the total sale price of the car, whereas when we sold our items with Curran Miller they took 15%. He thinks Wolfe's is roughly like 5% -- but considerably lower than the way we've been doing it in the past. He would suggest that perhaps we have somebody from Wolfe's come out next week. In the interim, we could figure out some variation between Method #1 and Method #2 and throw in the advertising costs to them.

Commissioner Borries said advertising costs and public notification are the two things that he has questions on. The public has to be aware since the vehicles are owned by the taxpayers.

Mr. Abell asked if we should have Wolfe's at next week's meeting.

Commissioner Borries responded affirmatively.

Mr. Hunter said he would like to try it this way one time to see if we come out with more money. We're really at the mercy of a very small group of people under the current system.

Mr. Abell said this year we sold our vehicles for \$350, \$550 and \$750 -- and they ran!

Mr. Borries asked how many vehicles we sold this year.

Mr. Abell said we sold three running automobiles -- a total of five vehicles -- and a lowboy. So we're not talking about a lot of vehicles.

Mr. Morphew offered comments -- but they were inaudible. Audible was the fact that we usually get these cars approximately two months prior to the auction. The cars we got this year from the Sheriff's Department were pretty decent cars -- they were detectives' cars.

Mr. Abell said we put them to use. What we wind up selling is what is left after nobody throughout the County pretty much decides they can't use them.

Mr. Borries said there is a little pecking order there. It's when no one wants them that they hit the County Garage for the last time.

Mr. Morphew said the other departments request automobiles (the Auditorium, Burdette Park, etc.) and we actually supply them with these used automobiles that have already been let go by the Sheriff's Department. They have to be re-titled and painted. Of course, they are already stripped by the time they come to us from the Sheriff's Department. They're used by the County Garage, also, to transport the crews because they don't have pick-up trucks. This gets to be a problem. Every time they get three or four cars at a time, the Garage takes the best ones. We're not talking about going to an auto auction and buying a good, used car. While the possibility exists, he wouldn't bank on it.

#### RE: AMERICAN STAR PROPERTIES/PRESENTATION OF CHECK

Commissioner Borries recognized Attorney Mike Mitchell, indicating he is here with regard to American Star Properties and the presentation of a check.

Attorney Mitchell said, "The check is in the mail!" He said he was supposed to have via UPS this morning a check in the amount of \$52,000 and he asked Joanne to put him on the agenda. He is here seeking counsel -- when the check arrives in the morning, where does he deliver it. It left Knoxville via UPS on Friday. They thought two day delivery meant it would arrive on Monday. When he called UPS back they told him second day delivery meant it goes Tuesday. Mr. Mitchell said he just wanted to alert the Board and ask where he is to deliver the check.

Commissioner Borries said to deliver the check to the Commission Office. The Board could authorize stamping the check for deposit into an account to be set up for property acquisition.

Deputy Auditor Cindy Mayo said she will get the account set up so the check can be quietused in.

Upon motion made by Commissioner Tuley and seconded by Commissioner Hunter, the check is to be stamped when it is delivered so it can be quietused into the proper newly established account.

Attorney Mitchell said he would remind the Commissioners that Mr. Holder had signed the purchase agreement. If Mrs. Holder is who the County is going to send their acquisition people out to see -conceivably if she can be talked into it, that will wrap it up quickly.

Attorney Kissinger said that in reference to other comments that have been made, this now puts the County in a position that we can hire that agent to represent the County with regard to this particular project.

Commissioner Borries said he had a little disconcerting comment by an individual this morning about this. At this point, this Board has not done anything to delay?

Attorney Mitchell responded, "Nothing whatsoever. In fact, I think the same person you talked to called me yesterday and I had to straighten him out. The ball was in American Star's court. Tomorrow it will be in your court for the first time. Yes, that is correct."

Commissioner Borries said, "I mean, we are prepared to take action here."

Attorney Mitchell interjected, "You are entirely correct. It has been in American Star's court all this time."

Mr. Borries said he doesn't think finger pointing is productive. But if he is missing something here, he just wanted to clarify it.

Attorney Mitchell said, "None whatsoever. If anybody has any comments you can direct them to me and I will clarify it real quickly for them."

#### RE: COUNTY ATTORNEY - ALAN M. KISSINGER

<u>Claims</u>: Attorney Kissinger said the only item he has on his own agenda is claims for the Interprop case — the biggest one being the payment of the Judgment. It is his understanding that these don't need to be approved — merely signed. He has nothing else to report, but will be glad to answer any questions.

Mr. Borries entertained questions of Mr. Kissinger. There were none.

RE: COUNTY HIGHWAY - BILL MORPHEW

Weekly Report: Mr. Morphew submitted his Weekly Progress Report for period of May 14 thru May 20, 1993.....report received and filed....and stated they'd had a busy week. They have completed paving their section of Wimberg Rd. They do have to go back and finish a little ditching and rock shoulders and that road will be completed. He now has three of the fellows on the summer crew and they're cutting grass in as many intersections as fast as they can get it cut. He is looking at placing two more young adults on the summer crew. Now that the rain is over, they will resume paving tomorrow.

Mr. Borries entertained questions of Mr. Morphew. There were none.

RE: COUNTY ENGINEER'S OFFICE

Commissioner Borries said that John Stoll is on vacation; however, he believes Gary Kercher is here.

Mr. Kercher said one thing that came up last week was the CSX Railroad permit for Outer Darmstadt Rd. That is a standard agreement. The liability insurance will be obtained by the contractor, once we secure a contractor for the job. There is some question as to whether we even need the liability insurance at this point. It depends upon how the contractor decides to work on the bridge. He may or may not need that liability clause, so that is why it was initially omitted from the agreement. Once the contract is awarded they will have the contractor secure the bond that he needs to submit to the railroad.

Attorney Kissinger said, "Okay; so the contractor will deal directly with the railroad. Fine."

Mr. Kercher said that is correct. The contract he has included in the Commissioners' packets is just our agreement with the railroad. Then, the contractor has to come up with their agreement with the railroad.

Change Order/Wimberg Rd.: Mr. Kecher said we had the Change Order for the Wimberg Rd. culvert replacement. We had a bunch of waste material that we were going to take out of there that the County Highway had indicated they wanted. When we got it out it turned out to be mostly slush and they couldn't use it, so we had to pay to have it hauled off. We had five truckloads of basically inorganic material from the bottom of that culvert and the old pipe that we had to haul off, which cost \$880.00. He then entertained questions.

Mr. Borries asked if we have money to pay this.

Mr. Kercher said this will be paid out of the contractual services portion of it. We took that out of the original contract because the highway crew indicated they wanted any excess material they could get ahold of to help build shoulders, etc. Then, when we got it out it just wasn't suitable for them to use.

Upon motion made by Commissioner Hunter and seconded by Commissioner Tuley the Change Order was approved, as submitted. So ordered.

Boonville-New Harmony Rd./Southern Indiana R.R.: Mr. Kercher said he has copies of the agreement from the State. This is the intersection of the grade crossing just east of S.R. 57 on Boonville-New Harmony Rd. It is 90% Federal Aid and 10% County funds. They're upgrading the railroad crossing at that point -- by

the old 84 Lumber. It's just a standard agreement. We do these every once in a while. We need three copies signed for transmittal to the State in order to get this job under way.

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

Lynch Rd. Construction Contract: Mr. Kercher said he got an indication from the State that they are getting ready to pull the contract documents. The State is the one who actually puts together the construction schedule for the project and give them a completion date or number of work days. At this time, if we wanted to include any kind of incentive clause to get the thing done early—like was done on some of the Lloyd Expressway things—there will be a liquidated damages clause, but unless we indicate otherwise there won't be an incentive clause to get it done early. He didn't see any conflict in schedule. We could actually schedule a completion date, as well. If the Commission didn't have any input, they were just going to do the contract as normal—just put a liquidated damages clause in the number of work days.

 ${\tt Mr.}$  Borries asked if  ${\tt Mr.}$  Kercher is going to give the Commissioners more details on that.

Mr. Kercher said the construction plans are with the State -- they are the ones who will put the contract together. This is just the bridges and the grading plans. The State is currently putting together the actual number of construction days. They are the ones who put that into the contract and they just asked if we wanted them to get it done by a certain date -- or if we wanted to put an incentive clause in the contract to get it done early.

Mr. Borries asked when we're programming that project to start -- at least the bridges and the grading.

Mr. Kercher said he believes it is going to be let in August, so it will hopefully start up shortly about the same time that Green River Rd. Phase I will be winding down. It should take about a year for that much of it. As he said, the State is the party who works out the number of work days to give them.

<u>Ashwood Subdivision:</u> The Commissioners had asked that Bill Nicholson be here. Mr. Kercher said he wasn't at the meeting, so he is not sure what the Commissioners want to talk to Mr. Nicholson about -- so he will let Mr. Nicholson handle it.

Mr. Nicholson said he also wasn't at the meeting but, as explained to him by John Stoll, there was a question as to exactly what they were going to do out at Ashwood insofar as connecting streets.

Mr. Hunter said the map indicated that Ashwood would ultimately go through to North Congress. He had received calls and apparently Commissioner Borries had.

Mr. Nicholson said they drew the site map to indicate the streets as they were platted. He is not saying that they went through or will go through or whatever. The only work that will be done by the developer outside the property is off Burgdorf Rd. — the part that is platted. That is the only way they can get into the property. This part was platted at the same time as Romain Park. They're going to improve this road as access into their property. On the lower part of it where Rosewood Avenue would go — there is a deeper vein where they are going to build a lake and get some dirt out of there to build up the lot. Rosewood is not paved now.

Mr. Hunter said it also shows Ashwood will go through.

Mr. Nicholson that is the platted part and they have to show that on their subdivision plans. If they go through with the plans the

way they are drawn up, they don't show any connection being made there as far as improvements. But they have to show the platted sections of the adjoining subdivision.

Mr. Kercher said they had two of those on the paving list (or, it was asked of them).

Mr. Hunter asked, "On your paving list to pave the street or the section that is not paved?"

Mr. Kercher responded, "To pave the section that is not paved -- those tie-ins. We decided not to include those in this year's contract."

Mr. Borries asked Mr. Nicholson what his construction plans are?

Mr. Nicholson said, "We intend to include Kenmore Drive and designated section of Iroquois. We have a plan to join the paved section..."

Further remarks followed as Messrs. Borries and Nicholson viewed the section of Iroquois that is already paved. Mr. Nicholson said they were then going to pave the designated section to Kenmore Drive. Further comments were made concerning specific sections of the map and Ashwood, Elmridge, and Ridgeway.

Mr. Borries said he knows that at one time there were serious problems on parts of Elmridge and he doesn't know if the County ever accepted it.

Mr. Kercher said if he recalls correctly, they were not going to be connected for something like ten years -- and that was the agreement that was brought about. It was addressed when those two subdivisions were platted that those two streets would not be connected for a certain period of time.

Mr. Hunter said it is his understanding this came from a Judge. It was taken to Court and there was a statement made -- their argument was that it would never go thorough.

Mr. Borries asked if Mr. Nicholson is going to construct portion of Pinnacle Drive, Montel Drive, Chickery Lane...

(Mr. Nicholson made comments -- but they were completely inaudible since he was not speaking loudly enough for his remarks to be picked up by any of the microphones.)

Mr. Tuley asked if the only way these streets will be connected is if the County comes back and does it?

Mr. Nicholson said, "Right."

Mr. Tuley said the County is not going to do that, so that should lay the matter to rest.

Mr. Kercher said the only reason they had included it on the paving list in the first place was because they had several phone calls.

Mr. Hunter asked what price homes Mr. Nicholson plans on putting in the subdivision?

Mr. Nicholson said they would be in the \$150,000 area. The lots are 80 ft. x 150 ft., which are pretty nice sized lots.

Commissioner Borries entertained questions of Mr. Nicholson. There were none. He then proceeded to ask Mr. Nicholson if he is seeking street plan approval?

Mr. Nicholson responded affirmatively, adding he is also seeking sidewalk waiver.

Mr. Hunter said in his opinion, 80 ft. frontage is pretty high density. He just can't understand why there can't be sidewalks.

Mr. Nicholson said no other subdivision within four or five miles in that area has sidewalks.

Mr. Borries asked if houses are already built along Kenmore.

Mr. Nicholson said there is a house on designated two lots and one in another location.

Mr. Hunter said, "So what we are saying is there will no sidewalks?"

Mr. Borries asked if they're going to have rolled curbs and gutters and Mr. Nicholson responded affirmatively.

Mr. Hunter asked how much you save per lot not having sidewalks with an 80 ft. frontage -- \$560? How much are those lots going to sell for?

Mr. Nicholson said he has no idea. (More discussion followed, but the Commissioners 'comments and those of Mr. Nicholson were inaudible. Mr. Nicholson was not speaking into the microphone and the Commissioners had moved back from the table just far enough that their comments were not picked up on microphone.)

Mr. Borries asked what the Commissioners want to do.

Mr. Hunter suggested breaking it into two parts.

A motion was entertained. Upon motion made by Commissioner Hunter and seconded by Commissioner Tuley, approval of street plans for Ashwood Subdivision was given. So ordered.

Mr. Borries then entertained a motion concerning waiver of sidewalks.

Motion was made by Commissioner Hunter to waive the sidewalk requirement, with a request for a roll call vote. Motion seconded by Commissioner Tuley.

President Borries then asked for a roll call vote: Commissioner Hunter, no. Commissioner Tuley said in view of what was said about none of the other neighboring subdivisions having them, he would vote yes. Commissioner Borries, yes. Motion approved.

West Summit Estates/Discussion re Road Crossing Dam: Mr. Kercher asked if Mr. Nicholson wanted to discuss that this evening.

Mr. Nicholson said he does. They need to get the show on the road. Mr. Nicholson said the last Commission minutes he found approved the plans down to the dam and it was going to be addressed at a later meeting. As far as he knows, it never came up.

Mr. Borries said what it means from his end is that he is still of the feeling that he doesn't want responsibility for maintenance on the dam. He doesn't want to put the County in the position of maintenance on the dam.

Mr. Kercher said this was actually started prior to Greg Curtis joining the County. He pointed to the map and said we built section off County Line Rd. West. What happened, since this is across the dam the County did not want to take responsibility for roadway in designated section. This has all been platted. This cannot be County accepted if the portion over the dam is not a

County accepted road, because by law you have to tie into a County road. So if we don't allow this part, none of this will be County accepted. This roadway is on a dam. We never accept roads on dams.

Mr. Borries commented, "Not since I've been on the Commission. I don't...."

Mr. Kercher said, "We've not seen anywhere we've accepted it -- let's put it that way. We had this problem on another one and we wouldn't accept it."

President Borries said, "It's not a surprise -- I don't think it's a surprise to the developer, because I don't think he's ever received any kind of encouragement. Jerry Nord is the developer and Billy Nicholson is probably the engineer who did it."

Mr. Hunter said he doesn't recall ever having heard of this.

Mr. Borries asked if Mr. Nicholson wants to offer a brief explanation. There is a lake in the designated area, is there not?

Mr. Nicholson said the dam was built. They drew the plans for it. They had H. G. Nutting come in and do the boring and then came up with a design for the dam. The guy that built the dam — it was easier for him to put in a pour with the blade on his dozer of 16 ft. And that is actually the way the dam is constructed. We have run what we call an engineering analysis of the (inaudible) and every year we go out there for check on horizontal and vertical movement, if any. Since we've done that there hasn't been any movement at all in the dam. The top of the dam was constructed to a width of 50 ft. or better in order to assure that the full width of the roadway would be there. The original plan called for guard rails all the way across the dam on both sides. It wouldn't necessarily have to be on the land side or the down side — but the lake side. It is pretty steep.

Mr. Hunter asked, "We're legally liable for all responsibility if someone goes over it in a vehicle?"

Mr. Kercher said, "The thing we don't want to get involved in is having to maintain this dam."

Commissioner Borries commented, "Absolutely, and at some point -- like Billy said, it is fine right now -- but how old do you think the dam is now?"

Mr. Nicholson said it is four or five years old; probably five.

Mr. Borries said that when the County accepts it, we're talking forever, you know. He has a suggestion -- because he doesn't think either of his colleagues at this point are fully aware of this. In fairness to them -- and he doesn't want to cloud or influence the decision on this -- we have a nice long weekend coming up. If both Commissioner Tuley and Hunter would drive out to the subdivision and see this -- it's a nice subdivision. He certainly doesn't want to downgrade that. It's just a real unusual thing.

Mr. Nicholson said to drive out Hwy. 62 past the University, past McDowell. When you come to County Line Rd. you turn off to the left and there is a sign there "West Summit Estates". There are some very nice homes back in there. He said if they're not available here, he has the minutes where Mr. Nord was here and discussed the matter at length with the Commissioners. He talked about the Homeowner's Association taking the responsibility of the dam if the Commissioners would accept the roadway across the top of it. The discussion got quite involved and he can provide the Commissioners with a copy of the subject minutes, rather than their having to research the records. The problem the developer is faced

with is that he wants to get his plat recorded. If the plan is not going to be acceptable and the County is not going to accept it down the road, they need to get by that hurdle with the Area Plan Commission -- they want when the plans are approved by the Commissioners and they are also asking for the usual Letter of Credit. He will get the copy of the aforementioned minutes to the Commissioners.

Commissioner Borries said he'd appreciate that. And, he wants Commissioners Tuley and Borries to see the subject subdivision and make up their own minds.

North Green/Section I/Street Plan Approval & Sidewalk Waiver: The meeting continued with Mr. Kercher saying the Commissioners have a letter in their packets on this subdivision (a Jagoe development). There will be a sidewalk on one side and no sidewalks on the other.

There being no further discussion, motion was made by Commissioner Hunter to approve the request for approval of street plans and sidewalk waiver, with a second from Commissioner Tuley. So ordered.

<u>Kirchoff Subdivision:</u> Mr. Kercher said this is a small three-section subdivision. It is a private road that will be gravel. It is not going to be county-maintained or county-accepted or anything. They just have three lots and are requesting street plan approval and sidewalk waiver.

Mr. Borries said this is always a weird deal. If it's not a county-accepted road -- what is the width?

Mr. Kercher said we have the standard 50 ft. right-of-way and he is putting 18 ft. gravel, with 4 ft. shoulders on the side.

Mr. Borries said, "But if it ever got to the point where they wanted to put the road in...

Mr. Kercher said they would then have to widen it.

Mr. Borries said normally we do 24 ft. width road with 6 ft. shoulders on the side. As long as we have the right-of-way if in the future....the lots are big.

Mr. Hunter said this is the one where we've had long term problems with the drainage pipe.

Mr. Kercher said the pipe has been sized right.

Mr. Hunter said it has all been worked out -- but it took six to eight months.

Mr. Borries asked if this is where they were going to have the double pipe?

Mr. Hunter said that is the one.

Mr. Borries said we got the double pipe out. He then entertained a motion.

Motion was made by Commissioner Tuley that Kirchoff Subdivision, Lot 1 Replat street plan and sidewalk waiver be approved. Motion seconded by Commissioner Hunter. So ordered.

County Garage Roof: Mr. Kercher said the bids came in. In the construction industry everything has almost tripled in price on us. We are going to need roughly another \$30,000. He has talked with Curt Wortman. He had indicated trying to get the money for the system we specked got. There are several different kinds - the spread on application (the one we specked); the sheet, where you

just roll it on and glue it down; or we could put a modified .....roof on it, which is basically a rolled roofing that is melted onto it -- or just re-tar it. The problem with the latter two is that we couldn't get any guarantee over 1-1/2 to 2 years. In fact, one of them they wouldn't guarantee at all against leakage. So the liquid rubber roof -- we've got the guarantee and everything we wanted -- but our prices came in considerably higher than originally estimated. Do we need to wait for Curt to get back with us for money? How do we want to handle that?

Mark Abell asked, "Do you want to ask if we could look at the cheaper roof system or would you just rather stay with the horse we rode in on?"

Mr. Borries asked when the last time was we did a roof out there? It's been a long time.

Mr. Kercher said he can't find it in their files.

Mr. Borries said there is no point in throwing away good money here for something that isn't going to last. Can some of that be done in house? Those guys have done some work out there.

Mr. Kercher said it is possible. The problem he saw with that is that it is what they call gypsum form on top, so it is not a wood roof deck that we normally see. They have forms from each side and if there is a bad spot the whole section has to be removed and replaced. Now, we weren't going to put gypsum back, we were going to put regular form work back in. My indication was that we didn't have that much bad material, but originally last year we'd gotten a price of like \$15.00 per sq. ft. and now it is \$62.00 per sq. ft. from what he understands, plus the price of just the construction materials of the rubber roof system, as well. He doesn't know if the Commissioners have purchased lumber lately, but the prices seem to be going up. He doesn't know that the County Highway Garage can do it.

Mr. Borries asked, "Do we know how much of the roof is going to have to be replaced?"

Mr. Kercher said he estimated 25%. He estimated roughly 400 sq. ft.

Mr. Borries asked, "Haven't they done most of the new office construction in house?"

Mr. Kercher said they have. He asked if the Commissioners would like for him to get in touch with Bill and Fred to see how much they can do?

Mr. Borries responded affirmatively.

Mr. Kercher said we will let Council come up with whatever they can.

Mr. Borries entertained questions of Mr. Kercher. There were none.

RE: <u>CONSENT AGENDA</u>

Mr. Borries entertained questions or comments on the Consent Agenda. There being none a motion was entertained.

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

RE: <u>OLD BUSINESS</u>

Commissioner Borries entertained matters of Old Business to come

before the board. There were none.

RE: <u>NEW BUSINESS</u>

Appointment to Library Board: Commissioner Tuley said he has one item. Recently the Commissioners received a letter of resignation from Marcia Kreyling with regard to the Library Board. He would like to submit the name of Attorney David Bunner to be considered as Ms. Kreyling's replacement. He believes his stepmother, Rebecca Bunner, also served on the Library Board at one time. Dave is a very knowledgeable individual. He talked with Mr. Bunner about the appointment and he gladly agreed to serve if the Board appointed him.

Commissioner Hunter said he believes they need a replacement A.S.A.P., because he's had a call from over there.

Upon motion made by Commissioner Tuley and seconded by Commissioner Hunter, the Commissioners appointed David Bunner to replace Marcia Kreyling. So ordered.

There being no further business to come before the Board, President Borries said the Drainage Board will convene following a brief recess. He then declared the Commission meeting recessed at 6:45 p.m.

President Borries immediately reconvened the Commission meeting to state that, as advertised, the Commissioners did hold an Executive Session today. There is also an Executive Session scheduled for Monday, June 1st. At this time he would entertain a motion to schedule an Executive Session at 4:30 p.m. on Monday, June 7th.

Motion to this effect was made by Commissioner Tuley, with a second from Commissioner Hunter. So ordered. There being no further business to come before the Board, President Borries declared the meeting adjourned at 6:45 p.m.

#### PRESENT:

Richard J. Borries, President
Pat Tuley, Vice President
Don Hunter, Member
Cindy Mayo, Deputy Auditor
Alan M. Kissinger, Attorney
Bill Kattman/Realtors Association
David Matthews
P. Mike Mitchell, Attorney
Susan Jeffries, Purchasing Dept.
Gary Kercher, County Engineer's Office
Bill Morphew/County Highway Supt.
Bill Nicholson/Veach, Nicholson, Griggs Assoc.
Mark Abell/Commission Office
B. J. Farrell/Commission Office
Others (Unidentified)
News Media

SECRETARY: Joanne A. Matthews

Richard J. Borries, President

Pat Tuley, Vice President

Don Hunter, Member



#### AGENDA

# DON L. HUNTER PATRICK TULEY

#### VANDERBURGH COUNTY COMMISSIONERS

MAY 24, 1993

5:30 P.M.

- 1. CALL TO ORDER
- 2. INTRODUCTIONS
- 3. PLEDGE OF ALLEGIANCE
- 4. ACTION ITEMS
- A. Any group/individual wishing to address the commission
- B. Susan Jeffries/Purchasing
  - 1) Bid Award:
    - a. Transportation Services (Elderly & Handicapped)
    - b. Personal Computers (Assessors)
- B. David Matthews/Bill Kattmann, Members of the Computer Committee Southwestern Indiana Association of Realtors re: Approval/signature(s) on an agreement with the County Assessor and Southerwestern Indiana Association of Realtors
- C. Letter from Jeffrey R. Wolfe, Owner/General Manager-Wolfe's Auto Auction re: liquidation of county vehicles/Mark Abell will discuss
- D. Attorney Mike Mitchell re: American Star Properties/presentation of check

#### 5. DEPARTMENT HEADS

| Alan         | Kissinger               | County | Attorney |
|--------------|-------------------------|--------|----------|
| Bill         | Morphew                 | County | Garage   |
| John         | Stoll                   | County | Engineer |
| *S <b>ee</b> | attached engineer reque | ests   | _        |

#### 6. CONSENT ITEMS

#### A. Travel/Education Requests

| Knight Township Assessor | (3) | Perry Township Assessor  | (3) |
|--------------------------|-----|--------------------------|-----|
| County Auditor (3)       |     | County Treasurer (3)     |     |
| County Assessor (5)      |     | Pigeon Township Assessor | (3) |
| Center Township Assessor | (3) | Veteran's Services (2)   | •   |
| Health (7)               |     | County Clerk (4)         |     |

#### B. Claims for payment:

| 1) | To | rian Hofmann 8 | Dillow   | Insurance  |            |         | .115.00 |
|----|----|----------------|----------|------------|------------|---------|---------|
|    | *  | Professional   | Liabilit | cy-Sheriff | Department | (Sue C. | Mann)   |

- 3) Waggoner Irwin Scheele & Assoc......3,004.50 \*Professional Consulting Services
- 4) Bowers Harrison Kent Miller......2,834.40 \*Legal Services/County Coroner case
- 5) Ziemer Stayman Weitzel Shoulders......3,418.15 \*Legal Services/March

#### C. Checks Received

- (1) Auditor of State of Indiana # 30347392.....11,601.24 Quietus # 8183
- (2) Auditor of State of Indiana # 30347393......1,107.04
  Quietus # 8184

\*These were for outdated warrant refund

- D. County Commissioners Minutes for 5/17/93 \*Approval/Acceptance
- Employment Changes (See Attached) E.
- F. Council Call/County Commissioners
  - 1) Transfer of Funds
  - 130-3530/Contractual Services.18,000.00 to 130-3600/Rent

  - 130-3620/Copy Machine Lease... 2,000.00 to 130-2610/Copy Supplies 130-2690/Demolition......... 650.00 to 130-3170/Depositions 130-3480/Legal Contractual.... 5,000.00 to 130-3610/Legal Services
  - 2) Appropriations
  - 130-3050/Patient and Inmate. 166,309.22
  - 130-3996/Loan Agreement.... 150,000.00

  - 130-3610/Legal Services.... 3,543.00 130-3610/Legal Services.... 1,378.45 130-3930/Hillcrest..... 4,039.00
- OLD BUSINESS
- NEW BUSINESS
- 10. MEETING ADJOURNED

#### Scheduled Meetings

5:30 PM RM 307

| Mon  | May 24 | County Commissioners:<br>Executive Session<br>County Commissioners<br>Drainage Board Immediately | 4:30<br>5:30<br>Follo | PM | RM |     |
|------|--------|--|-----------------------|----|----|-----|
| Mon  | May 31 | Holiday Building Clo   | osed                  |    |    |     |
| Tues | June 1 | County Commissioners: Executive Session  | 4:30                  | PM | RM | 307 |

County Commissioners

# COUNTY ENGINEER'S AGENDA

# MAY 24, 1993

#### **ITEMS**

| L. | CLAIMS:                                |            |
|----|--|------------|
|    | CONTRACTUAL SERVICES 203-3930          |            |
|    | Charles W. Ruston (Inv. #36)           | \$ 204.00  |
|    | Alt & Witzig Engineering, (Inv. S3132) | \$3,481.25 |
|    | FULTON/FIFTH AVE. BRIDGE #67 203-4389  |            |
|    | Veach, Nicholson, Griggs (Inv. #4528)  | \$2,232.50 |
|    | CONTRACTUAL SERVICES 216-3930          |            |
|    | Culverts Plus, Inc. (Inv. #15755-IN)   | \$2,377.20 |

#### Department theriff APPOINTMENTS MADE 03011300267 Clerk/Typist RELEASED DATE \_5/12/53 **VANDERBURGH COUNTY EMPLOYMENT CHANGES** سم APPOINTMENTS MADE 10501130001 Lieutement John Kllowerth 03011300021 John Strange Sorgeant 03011300 Larry Creddeck Corporal 0501130010 B111 Benton Corporal 3311 355 3-16-93 2 3311 355 3-16-93 2 3312 300 3-16-93 2 3312 300 3-17-93 2 3302 300 3-17-93 2 3302 300 3-17-93 2 0501130002 John Ellawerth Sergesat Corporal Pros. Potrolese 0501130004 John Strenge 0501130005 David Asses 0701130008 Kirk Brren Hamme YANDERBURGH COUNTY EMPLOYMENT CHANGES Department Sheriff 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 444 | 12 15Q1 | 10009 Bevtd Am 130113000 • Rhouds Clayton P/T Clerk 15011300318 P/C Reception 28600 00 13 4650 28115 00 9-17-93 9-17-92 --- Ky Ha mm 5/1/23 VANDERBURGH COUNTY EMPLOYMENT CHANGES 1051113004 tte Condiff

BATE 5/19/93

VANDERBURGH COUNTY EMPLOYMENT CHANGES

### VANDERBURGH COUNTY EMPLOYMENT CHANGES Department Relate Toyothia Assesser 113-199 3.00 pe be 3/11/93 VANDERBURGH COUNTY EMPLOYMENT CHANGES Department CIRCUIT COURT BALASY SPIECTIVE 95.25 MR 5-2-93 64.75 MR 3-10-93 64.75 MR 3-10-93 95.000 MR 3-10-93 136-1990 ROBERT MAPES IPTERN 194-1990 LEA M. SCHOLINESS IPTERF IFTEE 136-1990 EERKE THEFOCE \$4.75 M 3-2-93 // 136-1990 VANDERBURGH COUNTY EMPLOYMENT CHANGES 5 00 3-1-43 V VANDERBURGH COUNTY EMPLOYMENT CHANGES Department THEMPINE

mo or Jage. There . Standard May 17, 1993

#### VANDERBURGH COUNTY EMPLOYMENT CHANGES

| Day               | ertment sources re     |                     |                |        | -         |
|-------------------|------------------------|---------------------|----------------|--------|-----------|
| APPOINTMENTS MADE |                        |                     |                |        |           |
|                   | HAME                   | ADOMESS             | POSITION       | SALARY | EFFECTIVE |
| 1180              | MATTHEW A SINGER       | 3510 HOCHOUD HE.    | CROSS CROSS    | 4 21   | 5/11/93 . |
| 1100              | CARRICE V. WEINSHITER  | 3019 E. CHARMER     | CERTAIN CHARM  | 4 21   | 3/11/93   |
| 1180              | SER N. HORAS           | 10011 E. SURSET ME. | 9800 CH23      |        | 3/4/93    |
| 1180              | DAFIEL A. CHLARDEN     | 4419 STREETONN SD.  | CROSS CROSS    | 4 25   | 3/10/91   |
| 1180              | JAKER L. HETADOGE      | 1513 S. BOSSE       | CORRECTORS     | 425    | 5/15/93   |
| 1190              | ARDRA J. HOTH          | 5277 \$800KBULLOW   | CROSS CROSS    |        | 3/3/93    |
| 1100              | JERENT S. EIRFFRER     | 612 MELS be.        | CRESSO CRESS   |        | 3/10/93   |
| 1180              | SARA B. SERMANNY       | 1601 PHISTELD ED.   | CHARD CHART    | 4 25   | 3/10/93   |
| 1100              | HIER L. HOSER          | 2312 SAMMONT WAY    | CHANN CHANN    |        | 3/1/99    |
| 1180              | MARY E. WARGERIN       | 310 W. DIVISION ED. | district Cappa | 4 25   | 5/5/93    |
| 1180 -            | HELISSA A. HURBETERNAN | 6024 BROADWAY       | ORDING CORRECT | 4 15   | 5/10/93   |
| 1180              | ALAN W. SHEET          | 5927 MARTHANN RD.   | case case      | 4 25   | 5/10/93 - |
| 1180              | BELLINE L. SONTER      | SE CAR HEADOW       | CHANGE CREEK   | 5 25   | 5/10/93   |
| 1180              | TODO N. KANNONDS       | 1504 ABANE AVE.     | CRIMO CRIMO    | 4 25   | 5/10/93 - |
| 1190              | -                      | 1249 FRET ED        | CROWN CREEK    | 4 25   | 5/8/93    |
| 1180              | ALLTSON E. SINCER      | 16 E FLORIDA        | CRIMO CRIMO    | 4 29   | 3/8/93    |
| 1160              | TAN B. BUL'            | S122 CEMBUTCE NO    | COMP CALES     | 4 25   | 5/6/93    |
| 1180              | QUAN B. SUE'           | SLZZ CHADWICK ID    | CHARGE CHARGE  | 4 25   | 5/8/93 -  |
| 1100              | LESA L. ASSYTLL        | 7555 RATIONAL LIF   | GEED CALES     | 4 25   | 5/10/93   |
| 1100              | ANGELA D. LUGHES       | 6422 EEFER DE       | GREEN CALES    | 6 50   | 5/13/93   |
| 1100              | PATTI SRAPPER          | 537 S. CRETE AVE    | CLFT SHOP      | 6 00   | 5/5/93    |
| 1100              | EIRE HICHOLS           | 331 W. HECHTCAN     | day can        | 4 50   | 5/10/93   |
|                   |                        |                     |                |        |           |

SIGNED BY THE STOLY DATE 5:21:17

#### VANDERBURGH COUNTY EMPLOYMENT CHANGES 1188 W. 111 Incia FR. 1010-1140 Danies A. Cavis 01<u>0-177</u> -w Selly Taget Lette san 5. 18.99 VANDERBURGH COUNTY EMPLOYMENT CHANGES Department theraft MAARY BPOCTIVE 1-0-4-1 200 200 - 10-03 1-0-5-0 10-5-0 110-0 15-0-7 1 75<u>01130</u>0 Mary Elecer 1501130 Bryon Elecet 106 APY 0FF0CTIVE 114 BA76 117-51 117 15/211.3005 MIII Denton mann or Ray Harry VANDERBURGH COUNTY EMPLOYMENT CHANGES Department COUNTY COMMISSIONERS 1300 APPOINTMENTS MADE -300-1310 Ann Michel 2500 Pollock Ave. Summer 06/01/93 VANDERBURGH COUNTY EMPLOYMENT CHANGES Department variables court by, 1871, 20101570 Street Street 3 00 9-19-40 /

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#### VANDERBURGH COUNTY EMPLOYMENT CHANGES

|       |                     | APPOINTMENTS I       | NOT .         |               |  |
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| 11990 | LeShel Lynn Reynold | 4135 Horwich PL      | Extra Help    | 3.00          | 9-17-93  |
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#### VANDERBURGH COUNTY EMPLOYMENT CHANGES

| Dago    | denent CENCRET COURT |              |                   |        |    | _        |
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|         |                      | APPOINTMENTS | MADE              |        |    |          |
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| 36-1990 | HOLLT E. MAIL        |              | (PTEER)           | \$5.00 |    | 3-10-93  |
| 36-1990 | DARTEL A. BARFEELD   |              | (FTEELS           | 15.00  |    | 3-10-93  |
| 36-1990 | ROSSELL S. SEILER    |              | INLESS            | \$4.75 | =  | 3-10-93  |
| 34-1990 | TOUTHY S. FALLER     |              | 197689            | 84.75  | -  | 3-10-17  |
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#### VANDERBURGH COUNTY EMPLOYMENT CHANGES

| bapar    | de de           | APPOINTMENTS          | MADE            |             |            |
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|          | HAM             | Assessed              | POSHOR          | MART        | (PVICTOVE) |
| 34-1620  | CELTS MAS       |                       | LAN CLERK       | \$13.323 AM | 9-17-93    |
| 190-1900 | MARY GREGGS     |                       | EXTRA MELF      | \$7.00 mg   | 2-2-17     |
| 136-1990 | SEASON HOOKS    |                       | TEPIST          | 15.00 /W    | 3-3-93 /   |
| 130-1990 | BARLA MOLT      |                       | TTF187          | 95.00 IN    | 3-3-93     |
|          | APTACH WIT      | HOLDERNIA CHARPHON CO | HITCARI WITH WE | L PORM      |            |
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|          | ··········      | Assets                | POSHOR          | SALAN       | MACIME     |
| 36-1620  | BAM STIES       |                       | LAW CLERK       | 010.427     | 3-10-93    |
| 160-1980 | MARY GREGGS     |                       | EXTRA MELP      | 17.00       | 3-1-93     |
| 136-1990 | DEAMA HOURE     |                       | FFF1ST          | \$4.75 MR   | 3-2-97     |
| 134-1990 | BARLA MULT      |                       | rreigt          | 94.75 - 100 | 3-2-93 /   |
| -        | SIGNER & RECORD | 90000 to 2000.        | CIRCUIT OWNT    | Z.          | 5/19/93    |

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| 80   | PATTI SHAFFER   | 937 S. KERTH AVE        | CLFT SHOP            |             | thefculve  |
| 80   | RIRE STCSOLS    | 331 W HICHIGAN          | GEORGE CREEK         | 5 75        | 3/19/93  |
| 80   | HAPE BASSEREER  | 8210 PINNERSEE IN       |                      | 4 25        | 5/19/93  |
|      |                 |                         | (CES) (CES)          | 4 25        | 5/19/93  |
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|      | SHOWER'S GECORD | MONED BY Thul           | 1 - 1                | DATE 5      |  |

#### VANDERBURGH COUNTY EMPLOYMENT CHANGES

|                       | APPOINTMENTS            | MADE             |           |   |          |  |
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| HAME                  | Abbares                 | POSITION         | SALARY    |   | PRETIVE  |  |
| Robert Hescock        | 7730 Greenbrier Ct.     | investigator     | 20,148 00 |   |          |  |
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| MAMM<br>Robert Respek | RELEASED                | <del></del>      |           |   | ###CTIVE |  |
|                       | ADDRESS                 | POSITION         | 344.48    |   | 5-21-93  |  |
|                       | ADDRESS                 | POSITION         | 344.48    |   |          |  |

#### VANDERBURGH COUNTY EMPLOYMENT CHANGES

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|              |              |         | POSITION               |          | PARCLINE  |
| 278013802780 | Robert Fuchs |         | Correction Off.        | 19819 00 | 4-27-93   |
| 27801750     | Robert Fuchs |         | Other Silve            |          | 4-27-93   |
|              |              |         |                        |          |           |
|              | ATTACH       |         | CHINACASE MAIN LINE IN |          |           |
|              |              | RELEASE |                        |          |           |
|              | NAME         | ADDRESS | POSITION               | SALARY   | EFFECTIVE |
|              |              |         |                        |          |           |
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#### VANDERBURGH COUNTY EMPLOYMENT CHANGES

| NAME<br>herly Levin | ADDRESS    | Posmow                         | BALARY  |  |
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| harin Lauta         |            | POSITION                       | SALASTY.  | SPECTIVE   |
| 141.52 WEVE         | 1530 Adams | Clerk                          | 19.110 00   | 3-10-93  |
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|                     | RELEASED   |                                |   |  |
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PATRICK R. TULE

#### **AGENDA REQUEST**

| NAME OF REQUESTOR:                    | - David Matthews and  | Bill Kattmann             |
|---------------------------------------|-----------------------|---------------------------|
| REQUESTOR TITLE:                      | Members of the Compu  | ter Committee             |
| CORPORATION:  DEPARTMENT:             | Southwestern Indian   | a Assn. of Realtors       |
| REQUEST(S) BEING MAD                  | E:                    | •                         |
| Approval and signature on an          | agreement between the | County Assessor(with the  |
| Commissioners approval) and t         | he Southwestern India | na Assn. of Realtors that |
| the Assessor's office allows          | the Southwestern Indi | ana Assn. of Realtors to  |
| access via tape the real esta         | te property tax and a | ssessment information.    |
| Such information would be use         | d by the Corporation' | s computer hardware and   |
| software programs.(see agreen         | ent)                  |                           |
|                                       |                       |                           |
|                                       |                       |                           |
|                                       |                       |                           |
|                                       |                       |                           |
| · · · · · · · · · · · · · · · · · · · | •                     |                           |
|                                       |                       |                           |
|                                       |                       |                           |
| DATE TO BE PLACED O                   | N AGENDA:             | 5/12/93                   |
|                                       |                       | ,                         |
| ACTION XX                             | CONSENT               | OTHER                     |

305 ADMINISTRATION BLDG. CIVIC CENTER COMPLEX EVANSVILLE, IN 47708 812-426-5241

#### AGREEMENT

| THIS       | AGREEMENT  | made thi   | s        | day       | of       |             |
|------------|------------|------------|----------|-----------|----------|-------------|
| 19,        | by and     | between    | the VA   | NDERBURG  | H COUNTY | Y ASSESSOR  |
| (hereinaft | er "Asses  | SOR") and  | the sour | THWESTERN | INDIANA  | ASSOCIATION |
| OF REALTOR | Rs, Inc. ( | hereinafte | er refer | red to as | "CORPORA | TION.")     |

WHEREAS, CORPORATION maintains a computerized multiple listing service providing data on listings submitted to said multiple listing service which said data includes real estate

property tax and assessment information;

WITNESSETH, THAT:

WHEREAS, the ASSESSOR maintains said public records regarding said real estate property assessments and tax information;

WHEREAS, both parties are desirous of implementing a system whereby said information can be obtained by the CORPORATION on a timely basis with the least amount of interference with the day to day operations of the office of the ASSESSOR;

WHEREAS, the parties have agreed, in order to facilitate the mutual goals of the parties, to enter into this Agreement whereby said real estate property assessments and tax information would be provided to the CORPORATION via computerized data base.

NOW, THEREFORE, in consideration of the promises herein expressed, it is agreed by and between ASSESSOR and CORPORATION as follows:

- 1. ASSESSOR shall supply to CORPORATION timely data regarding real estate property assessment information which ASSESSOR maintains as part of its public records by computer tape or similar computer data material which can be used by the CORPORATION'S computer hardware and software programs utilized in maintaining its multiple listing service information.
- 2. CORPORATION, in consideration of the ASSESSOR providing said information in a usable computerized data format shall agree to utilize this system of retrieving said assessment information for obtaining said assessment information from the ASSESSOR'S office in order to reduce the number of direct requests for information to office of ASSESSOR.

- 3. CORPORATION assumes the responsibility of obtaining downloaded assessment data tape(s) from the County on a periodic basis at no cost to the county.
- 4. The CORPORATION will assume the responsibility and control of having the tape(s) modified for use by the CORPORATION'S computer system.
- 5. The County will be responsible for downloading the current data base of all field sheet data from the real estate property record cards for real estate in Vanderburgh County, Indiana. Information on individual property taxes due and payable will be provided to the extent available.
- 6. The parties acknowledge that the sole consideration for this agreement is the mutual convenience and benefits which both parties shall derive from said system of obtaining property assessment information.
- 7. This agreement shall be for a term of ten (10) years commencing with the date of execution of this agreement and shall automatically become renewable for successive ten (10) years terms unless terminated by either party upon sixty (60) days written notice prior to said anniversary date.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the day and year first written above.

| VANDE        | RBURGH | COUNTY                                | ASSESSOR   |
|--------------|--------|---------------------------------------|------------|
| DATE         |        |                                       |            |
| SWIAF        | , INC. |                                       |            |
| Ву: _        |        |                                       |            |
| Its:<br>DATE |        |                                       |            |
| APPROVAL     | BY COU | NTY COM                               | MISSIONERS |
|              |        | · · · · · · · · · · · · · · · · · · · |            |
| DATE         |        |                                       |            |



EVANSVILLE AUCTION 2229 S. KENTUCKY AVE. P.O. BOX 2409 EVANSVILLE, IN 47728 PHONE (812) 425-4576

# "Your Miclwest Connection" AUTO AUCTIONS, INC. Run With The Pack



TERRE HAUTE AUCTION 1601 MARGARET AVENUE TERRE HAUTE, IN 47802 PHONE (812) 238-1431

4/27/93

County Commissioners Attn: Mark G. Abell 305 Administration Bldg. Civic Center Complex Evansville, IN 47708

Dear Mr. Abell:

This letter is to officially announce our intent to do business with Department of Transportation and Services of the County of Vanderburgh in the liquidation of county vehicles.

Our company has been in the motor vehicle remarketing service for the past 18 years with the last six years being within the county of Vanderburgh. We currently offer for sale 600 units per week and have a buying dealer base of 2,000. With our expertise in remarketing vehicles, we feel that we can increase the bottom line per vehicle to the County of Vanderburgh. This is whether the vehicle is operative, inoperative and/or a salvage unit.

For your review, we propose two alternative methods of liquidating county vehicles within the guidelines of the State of Indiana. Please find enclosed (attachments 1 and 2) our proposals. During review, keep in mind that Wolfe's Evansville Auto Auction will work with the County of Vanderburgh to bring the best returns for their taxpayers dollar.

Cordially,

Jeffrey R. Wolfe Owner/General Manager

#### METHOD #1

We would propose that the county would offer for sale stockpiled units (at the county's discretion) to both the public and our private dealer base at our auction location on a given Thursday of any week during the course of the year.

Upon retirement of units, we would gladly store (free of charge) units until a designated amount would be available to justify a special sale.

After a date has been designated, we would offer for auction to the public and our private dealer base, vehicles that had been accumulated, with the top bid constituting the sale, pending final approval from the county.

With any method, finer details would need to be worked out and we would respectfully request an audience with the proper county Commissioners.

#### METHOD #2

We would propose that the county would offer vehicles for sale immediately upon retirement of unit using the sealed bid process in conjunction with our auction which is open strictly to licensed car dealers. I will describe in a 3part scenario below how this would be done.

Upon retirement of unit, offer the units for review at a designated location and then open for sealed bids up to one day prior to our auction, which is held every Thursday.

Upon completion of sealed bidding, then offer unit for sale at next available auction and take highest net bid, whether from private individual and/or from our closed dealer auction.

If there is a requirement for county vehicles to be offered for sale to the public then this method would suffice and allow quick return of dollars on retired units.

With any method, finer details would need to be worked out and we would respectfully request an audience with the proper county Commissioners.

#### County Commissioner's Meeting May 24, 1993

#### County Engineer's Agenda

#### Submitted by Gary Kercher for John Stoll

- 1. CSX Railroad Permit for the rehabilitation of Outer Darmstadt Road Bridge #214
  - Standard Agreement required for work within 25 feet of tracks
  - After award of bid the Contractor will be required to secure the liability and that cost will be passed onto the County
- 2. Change Order for Wimberg Road culvert replacement.- \$880 for disposal of waste material.
- 3. Boonville New Harmony Road and Indiana Southern Railroad at grade railroad crossing. Standard State agreement for the installation of warning devices at the crossing. Estimated cost is \$76,656 with funding being 90 % Federal and 10% Local.
- 4. Lynch Road construction contract. Possibility to include an incentive clause and establish a completion date.
- 5. Subdivisions:
  - a) Ashwood Subdivision- Street Plan Approval and sidewalk waiver
  - b) West Summit Estates Discussion on road crossing dam.
  - c) The North Greens Section 1 Street Plan Approval and sidewalk waiver
  - d) Kirchoff Subdivision (Lot 1 Replat) Street Plan Approval and sidewalk wavier

#### JAGOE HOMES & CONSTRUCTION COMPANY, INC.

May 17, 1993

Vanderburgh County Commissioners Room 305 Civic Center Complex Evansville, IN 47708

RE: THE NORTH GREENS - RESIDENTIAL SUBDIVISION PARTIAL WAIVER OF SIDEWALKS
MORLEY & ASSOCIATES, PROJECT NO. 93-2527-4

Dear Commission Members:

I, W. R. Jagoe, III, President of Jagoe Homes & Construction Company, Inc. and the developer of The North Greens, a 106 lot residential subdivision to be located east of the intersection of Old State Road and Evergreen Road on the north side of Evansville, am requesting a partial waiver for the construction of sidewalks within this development.

Enclosed is a preliminary copy of the plat of this development which will be constructed in four phases.

Per this letter, I am requesting approval to construct sidewalks along the north side only of the new Evergreen Road from Old State Road to Hunters Green and along the north side of Hunters Green from Evergreen Road to Greendale Drive; also, along the west side only of Greendale Drive from Hunters Green south to the south boundary of the development.

I am requesting the waiver of sidewalks along Hunters Green (cul-de-sac), Terrace Green (cul-de-sac), Wilderness Green (cul-de-sac), Meadow Green (cul-de-sac), Forest Green (cul-de-sac) and the remainder of Greendale Drive.

Please place this request on the agenda for the next meeting of the Vanderburgh County Commissioners.

If you have any questions, please contact me at (502) 684-0639.

Sincerely,

William R. Jagoe, III

wrj/dkl/tac

Enclosure: Preliminary Plat

cc: Morley and Associates, Inc.

Mr. John Stoll-Vanderburgh County Engineer

### ASSOCIATED LAND SURVEYORS AND CIVIL ENGINEERS, INC.

EVANSVILLE, INDIANA 477!

May 21, 1993

John Stoll Vanderburgh County Engineer Vanderburgh Auditorium Evansville, IN 47708

Re: Re-Plat Lot 1 Kirchoff Subdivision

Dear John:

Please consider this letter a request to waive the sidewalks for the above mentioned subdivision. Considering there are only 3 lots on a rock road in the outlying area of the county (on the County Line Road) we feel they would not be necessary.

This is a rural area where the nearest sidewalk is probably miles away. Please call if you have any questions.

Sincerely,

Aaron Biggerstaff

# VANDERBURGH COUNTY ENGINEERING DEPARTMENT Room 325A Administration Building Civic Center Complex

| 100 01 11  | Evansv                              | ille, Indiana | 47708        |                |                        |            |  |
|--|-------------------------------------|---------------|--------------|----------------|------------------------|------------|--|
| ACCNT NO:  | PROJ.:                              | Paring-le     | lumbery C    | ONTRACT NO     | ): <u>1/29</u>         | 12-10-02   |  |
| The following change(s)  | <b>i≋</b> (are)                     | recommen      | ded. (Giv    | e loc., de     | escr. an               | d reason)  |  |
| The dispersal of the localise was not because the County for salvage and for u   | old p                               | ipe and       | unsuitab     | le soil        | removed                | from       |  |
| prestrom was not   | neluded                             | inthe         | price o      | 1 The price    | u replan               | ement      |  |
| because the County   | Highway                             | Garage        | intended     | to pick        | up pipe                | o & dirt   |  |
| for salveye and for u  | se elseu                            | chere.        |              |                |                        |            |  |
| · · · · · · · · · · · · · · · · · · ·  |                                     |               |              |                |                        |            |  |
| CONTRACT ITEM  | UNIT INCREASE PRICE QUANT. AMT. QUA |               |              | DECI<br>QUANT. | DECREASE QUANT. AMT. C |            |  |
| Pipo Disposal  | 8269                                |               | 269          |                |                        | 7000       |  |
| Oir + Reneval  | 616                                 | 1             | 616          |                |                        | 100        |  |
|  |                                     |               |              |                |                        |            |  |
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| CHANGE DEEX / DOES NOT   | TOTALS                              |               | <b>4</b> 880 |                |                        |            |  |
| RESULT IN A CUM.  CHANGE OF 20% TO ANY  INCREASED  ITEM CONSTITUTING 5%  NET DECREASED  ESTIMATED COST \$ 600000000000000000000000000000000000 |                                     |               |              |                |                        |            |  |
| Signed: Jany Dec   | Dei                                 |               | Christan     | <del></del> `  | _                      | 121/93     |  |
| NOTIFICATION AND CONSI   |                                     |               |              |                | Date:                  | MTEDGED.   |  |
| Contractor: Investigated and the following   |                                     |               | ations ma    |                | Jace: _                |            |  |
| investigated and the 10  | LIOWING 1                           | ecommend.     | acrons ma    | <u> </u>       |                        |            |  |
| BOARD OF COUNTY COMMISSI<br>Authord Down President   | CONERS OF                           | F VANDERB     | URGH COUN    |                |                        |            |  |
| (atust riles   | ·                                   |               |              | () al.         | TEST:                  |            |  |
| Vice-President   | <u> </u>                            |               |              | and by Engine  | Hany                   | May " 11   |  |
| Member   |                                     |               |              | -              | J.                     | . <i>)</i> |  |

JOANNE Matheus



733 West 136th Street Riverdale, IL 60627-1196 (708) 201-5260

May 5, 1993

File: R/W - Right of Entry

Vanderburgh County Engineer's Office Vanderburgh County 1715 Locust Street Evansville, Indiana 47708

Evansville, Indiana - Right-of-Entry to work on Bridge PROJECT:

#214 Darmstadt Road - Mile Post 0ZA 281.1

Dear Sir:

This has reference to your request to enter the property of CSX Transportation, Inc. hereinafter called "Railroad", to perform certain work, hereinafter called "Work", in connection with the construction of the captioned project.

Railroad hereby grants to Vanderburgh County Engineer's Office, hereinafter called "Agency", the right and permission to enter upon Railroad's property for the purpose of performing said Work as outlined on Agency's letter or plan, made a part hereof by reference, subject to the terms, conditions and provisions hereinbelow set forth:

- The work shall be performed at the entire cost and expense of Agency, in accordance with good and sound engineering practices, to the satisfaction of railroad's Chief Engineer, or his duly authorized representative, and in a manner to avoid accidents and damages or unnecessary delays to or interference with train traffic of Railroad.
- Agency or Agency's contractor shall notify Railroad's Division Engineer, R. R. Stobart, telephone, 708-201-5155 advising Mr. Dean at least seventy-two (72) hours before proceeding with the Work on Railroad property and shall abide by the instructions of said Division Engineer insofar as the safety of the Railroad is concerned.

3. No equipment of Agency or of its contractor, shall be placed and operated, nor Work permitted to be performed at a distance closer than twenty (20) feet from the center of any track. Equipment shall be moved across the Railroad's track(s) only at a public crossing, unless prior arrangements have been made with said Division Engineer. All precautions must be taken by

Agency and its contractor to avoid interference with or damage to Railroad's signal and communications facilities during the course of said Work.

- 4. Railroad shall furnish such personnel, flagman or watchman which in Railroad's opinion may be necessary to protect the facilities and traffic of Railroad during the performance of said Work and Agency, or its contractor, shall reimburse Railroad promptly for the actual cost of said services, including all applicable surcharges, upon receipt of bill or bills therefor.
- 5. Agency, in so far as it is legally able to do so, hereby assumes risk of and agrees to indemnify, defend, protect and save Railroad harmless from and against (a) injury to or death of any person or persons whomsoever, including but not limited to the agents, servants or employees of the parties hereto, or (b) the loss or damage to any property whatsoever, including property owned or in the care, custody or control of Railroad, and (c) all claims, demands, suits, judgments or expenses incurred in connection therewith; resulting from or arising out of the sole or concurring negligent or willful acts or omissions of Agency, or its agents, servants or employees, in the performance or execution of the Work performed under this right-of-entry or incidental thereto.
- Agency shall take out before work is commenced on Railroad's property and keep in effect until work is completed and accepted, a Railroad Protective Lability Insurance Policy in the name of Railroad, said policy, or policies, to be on the ISO/RIMA Form (ISO Form CG 00 35) with Pollution Exclusion Amendment (ISO Endorsement No. CG 28 31), and with limit of lability in amount of \$2 million for bodily injury, property damage and physical damage to property per occurrence with an aggregate limit of \$6 million for each annual policy period. The original policy must be submitted to and approved by Railroad's Director-Casualty Insurance, CSX Transportation, Inc., 500 Water Street, Jacksonville, Fl. 32202, prior to commencement of operations under this agreement.

- 7. Agency shall, or shall require its contractor to. promptly notify said Division Engineer of any loss, damage, injury or death arising out or in connection with said Work to be performed.
- 8. It is understood and agreed that, upon completion of said Work, Railroad's property shall be left in a condition satisfactory to Railroad's Chief Engineer or his duly authorized representative.
- 9. This right-of-entry and the permission conferred and the license granted by it does not constitute a grant of permanent easement and shall terminate upon completion of the Work or at midnight, Friday, October 1, 1993, whichever occurs first, unless extended in writing by Railroad.

If the provision and terms of the right-of-entry granted by this letter are acceptable to the Agency, please have an authorized official sign both copies in the space provided below, and return one duplicate original to the undersigned.

Yours very truly, CSX TRANSPORTATION, INC.

R. R. Stobart Division Engineer

ED/ejb

| ACCEPTED.  By Celeard Dosws |  |
|-----------------------------|--|
| TITLE Compumoner            |  |
| DATE 524-97, 19             |  |

## VANDERBURCH COUNTY HIGHWAY DEPARTMENT PROGRESS REPORT Friday, May 14, 1993 thru Thursday, May 20, 1993

#### Friday, May 14, 1993

Gradall & one crew worked at 5815 Plainview and at Burdette Park. Front end loader, 2 trucks worked at Burdette Park. Tiger Mower and one crew worked on Green River Road and Boonville New Harmony. Patch crews - 2 crews worked on Old Henderson Road. Paver, Roller and 8 crews paved Wimberg Road.

#### Monday, May 17, 1993

Gradall & one crew replaced culvert on Korressel and Marx Road.
Gradall & one crew ditched at 2505 W. Mill Road.
Roller, Paver and 8 crews paved Wimberg Road.
Tiger Mower worked on Bromm Road.
Patch crews - 2 crews worked on Old Henderson Road.
Cycle Mower worked on Owensville Road, Nisbett Station and Bixler Road.

#### Tuesday, May 18, 1993

Gradall & one crew worked on Korff Road.

Gradall & one crew worked on S. Weinbach.

Tree Crews - 2 crews worked on Smith Diamond and River Ridge Road.

Trash crews - one crew worked in the bottoms, one crew worked on Pollack, Lenn, River Road, and Burkhardt.

Tiger Mower and one crew worked on Bromm and Orchard Road.

Cycle Mowers - one mower and crew worked on St. Joe Road, Korressel Road, and Five Dollar Road, and one crew worked on Pollack, Lenn, and Waterworks Road.

Garage - one crew replaced sideboards on trucks.

#### Wednesday, May 19, 1993

Gradall & one crew replaced culvert on Marx & Korressel.

Gradall & one crew worked at Burdette Park.

Patch crew worked on Bexley Ct. & Oakhill Road.

Tiger Mower worked on Bromm & Orchard Road.

Four crews worked at Burdette Park preparing for paving.

One Cycle Mower and crew worked on Marx Road, Koring Road, Upper Mt. Vernon Road.

One Cycle Mower and crew worked on Kleitz, Fisher, and Kuebler Road.

Mowing Crew - worked on St. Joe and Mill Road.

#### Thursday, May 20, 1993

Gradall & one crew replaced culvert at Korressel and Marx.
Gradall & one crew worked at Burdette Park & 5905 Mesker Park Dr.
Roler, Paver and 6 crews paved at Burdette Park.
Patch Crews - 2 crews worked on Wimberg.
Tiger Mower and one crew worked at Bromm and Orchard Road.
Summer crew mowed grass at garage.
One crew cleaned trucks at the garage.

## VANDERBURGH COUNTY BRIDGE CREW PROGRESS REPORT Friday, May 14, 1993 thru Thursday, May 20, 1993

#### Friday, May 14, 1993

Crew #1 & Backhoe - installed guardrail on Big Schaeffer Road. Crew #2 - worked at 7700 Meadowview at Greenbriar.

#### Monday, May 17, 1993

Crew #1 & #2 - worked installing culvert at Marx & Korressel.

#### Tuesday, May 18, 1993

Crew #1 & Backhoe - worked on Big Schaeffer Road Bridge. Crew #2 - weed eat St. Joe Avenue, Mohr Road, Allens Lane guardrail.

#### Wednesday, May 19, 1993

Crew #1 & Backhoe worked on Big Schaeffer. Crew #2 - replaced culvert on Korressel Road.

#### Thursday, May 20, 1993

Crew #1 & #2 - replaced culvert on Korressel and Marx.
Crew #3 - replaced culverts at 5905 Mesker Park and cleaned out culverts at 7801 Old State Road and Elmridge.



### STATE OF INDIANA OFFICE OF THE ATTORNEY GENERAL

INDIANA GOVERNMENT CENTER SOUTH, FIFTH FLOOR 402 WEST WASHINGTON STREET • INDIANAPOLIS, IN 46204-2770 TELEPHONE (317) 232-6201

May 10, 1993

Treasurer Vandenburgh County Attn: Carelyn S. McClilntock 305 Administration Bldg Evansville, IN 47708

Re: Outdated Warrant Refund

Dear Ms. McClintock:

Attached is State Warrant Number 30347393 and 30347392, dated May 10, 1993, in the amount of \$1,107.04 and \$11,601.24. This warrant represents full payment of your claim for reissuance of outdated State Warrant Number 4848810, 3514563 and 3099094, dated 11/30/81, 08/21/79 and 11/10/78.

If you have any questions about this procedure, please do not hesitate to contact this office immediately.

Very truly yours,

Marya Elise Jones, Director Unclaimed Property Section

MEJ/11c:3080U

Attachment

6420/451100/165000 WARRANT NO APPRIONED BY STATE BOARD OF ACCOUNTS
THIS WINDOWS WOOD AFTER 3 WARS AFTER DEC 31 OF THE VEAR OF BRIEF

30347392

30347392

AY ELEVEN THOUSAND SIX HUNDRED DNE DOLLARS THENTY-FOUR CENTS

To Treasurer of State

RDER

TREASURER VANDENBURGH CD-305 ADMINISTRATION BLD EVANSVILLE, IN 47708

DATE 05-10-93

AGENCY CONTROL #

05-10-93-9068

#30347392# #074001035# 80#0000 2#

6420/451100/185000 WARRANT NO

30347393

30347393

" DNE THOUSAND ONE HUNDRED SEVEN DOLLARS FOUR CENTS

To Treasurer of State

VANDERBURGH CIRCUIT COURT 305 ADMINISTRATION BLDG EVANSVILLE, IN 47708

THE SUM OF \$ \*\*\*\*\*\*\*\*\*\*1,107.04

**AGENCY** CONTROL #

05-10-93-9068

#30347393# #074001035# 80#0000 2# 

3/24/53
Newsiness

NOTICE OF MEETING
BOARD OF COMMISSIONERS OF
VANDERBURGH COUNTY, INDIANA
EXECUTIVE SESSION
Monday - June 7, 1993
4:30 p.m.

NOTICE IS HEREBY GIVEN that the Board of Commissioners of Vanderburgh County, Indiana will hold an Executive Session at 4:30 p.m. on Monday, June 7, 1993 in Room 307, Civic Center Complex, Evansville, Indiana.

PURPOSE OF SAID MEETING is to discuss Pending Litigation and Personnel Matters.

BOARD OF COMMISSIONERS OF VANDERBURGH COUNTY, INDIANA

Richard J. Borries Pat Tuley Don Hunter

Sam Humphrey County Auditor

Alan M. Kissinger County Attorney

## MINUTES COUNTY COMMISSIONERS MEETING JUNE 1, 1993

#### I N D E X

| Subject   | Page    | No. |
|---|---------|-----|
| Meeting Opened @ 5:30 p.m   | • • • • | 1   |
| Introductions & Pledge of Allegiance  | • • • • | 1   |
| Authorization to Open Bids  | • • • • | 1   |
| Crack Sealing of Various Roads in Vanderburgh Co. Contract Paving of Various Roads in Vanderburgh Co. Concrete Repair of Various Roads in Vanderburgh Co. |         |     |
| Awarding of Contract for Personal Computers for the Assessors   | • • • • | 1   |
| USI Interchange/Engineer's Estimate   |         | 2   |
| Wolfe's Auto Auction/Liquidation of County Vehicles & Equipment   |         | 3   |
| Alexander Ambulance Service Co./Claim   | • • • • | 5   |
| Auditorium/Parking Lot  |         | 5   |
| County Attorney/Reading of Bids on the Five (5) Projects Listed Above   | • • • • | 8   |
| County Highway/Bill Morphew   | • • • • | 10  |
| County Engineer/John Stoll  |         | 10  |
| Consent Agenda  | • • • • | 19  |
| Old Business Executive Session of June 7th to be held in Stage Area of Vanderburgh Auditorium @ 4:30 p.m.   | • • • • | 19  |
| New Business  | • • • • | 19  |
| Meeting Adjourned @ 7:45 p.m  |         | 20  |

### MINUTES COUNTY COMMISSION MEETING JUNE 1, 1993

The Vanderburgh County Board of Commissioners met in session at 5:30 p.m. in the Commissioners Hearing Room with President Rick Borries presiding.

#### RE: INTRODUCTIONS & PLEDGE OF ALLEGIANCE

President Borries called the meeting to order, welcomed the attendees, introduced members of the County Staff (Farrell, Abell, Kissinger, Tuley, himself, Hunter, Humphrey, and Matthews) and asked the group to stand for the Pledge of Allegiance.

Commissioner Borries 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.

#### RE: AUTHORIZATION TO OPEN BIDS

Construction of USI Interchange: The meeting proceeded with President Borries entertaining a motion to authorize the County Attorney to open bids received re the USI Interchange over S.R. 62. He said this project is one that has been of long awaited significance to the people at the University of Southern Indiana, as well as the entire west side community. He would say the reason this particular bid opening is handled before the Board of County Commissioners is because the County bonded for the money to do this project. It was not included in any State project at the time that this original project was conceived way back in 1988. So the Vanderburgh County Board of Commissioners at that time voted to fund this project locally. There has been some discussion about minority representation involved in this. There are no Federal funds being spent on this project. We are aware of the concerns in relation to that and will try to address those concerns as the bids are opened. This is not a requirement -- as we understand -- for this project which, again, is being funded entirely through local funds.

Upon motion made by Commissioner Tuley and seconded by Commissioner Hunter, the County Attorney was authorized to open the subject bids. So ordered.

<u>VC-93-06-01/Rehabilitation of Bridge #214:</u> This is known as the Darmstadt Rd. Bridge over CSX Railroad.

VC-93-05-02/Crack Sealing of Various Roads in Vanderburgh County:

VC-93-05-03/Contract Paving of Various Roads in Vanderburgh County:

VC-93-05-04/Concrete Repair of Various Roads in Vanderburgh County:

Mr. Borries entertained a motion to open the foregoing bids. Motion to this effect was made by Commissioner Hunter, with a second from Commissioner Tuley. So ordered.

#### RE: AWARDING OF CONTRACT FOR PERSONAL COMPUTERS FOR THE ASSESSORS

Commissioner Borries said what these are for, these are computers that have to do with the 1994 Reassessment. Mr. Borries then recognized Mr. Scott Riley, the Consultant.

Mr. Riley said that in response to the bids that were brought in, there were 14 bidders that did respond. We were asking for a

computer -- a DX2. The low bid on that was from The Computery at \$2,017. It had everything that was entered into as part of the bid spec.

The second item was an Internal Tape Backup large enough to back up the entire hard drive on the above computer. The low bid was \$210.00, but they decided to go with the Computery's bid at \$248.00. The reason for that, they figured that for another company to come in and open the Computery computer to make an installation of that card into the Computery computer was going to cost at least \$35.00. This way the Computery can take care of all the internal card at once, along with the setting up of the computer.

The External Data 9600 Fax/Modem -- the low bid on that was Tawil Electronics here in Evansville. Their low bid was \$199.00. Some of the criteria are listed on the data sheet provided to the Commissioners.

Another item was the Ethernet Adapter Card to connect to the network. The low bid was \$85.00. This was the only other time they suggested not going with the low bid. Manatron will be taking care of the setup and installation of the Novell networking system. Their bid was \$100.00, which is \$15.00 additional — but one thing they looked at was this way Manatron would be responsible from the server, the Novell network wiring, down to the card it attaches to. The only restriction that Manatron had was that on their computer that it must be Novell certified — and that means basically that the company that has the computer sends this computer to Novell, which is a networking software company, and then they test that computer to make sure it will work with the Novell networking system. The Computery computer is Novell certified; this way all of the networking part will be the responsibility of Manatron and there should be no problems with the configuration as it plugs into the Computery computer.

The last item was the HP Laserjet 4 and the low bid was Pioneer-Standard Electronics at \$1,432.00. They recommended going with that low bid.

Mr. Riley said the foregoing are the recommendations (copy attached hereto to the minutes) they would like to submit to the County for approval.

Mr. Borries entertained questions of Mr. Riley. There being none, Mr. Borries expressed appreciation to Mr. Riley for all of his hard work on this project, saying he knows this has been quite a job -- one in which there will always be lots of players, lots of people involved in this thing. He then entertained a motion.

Upon motion made by Commissioner Tuley and seconded by Commissioner Hunter, the Board approved awarding of the bids as recommended by Mr. Riley. So ordered.

#### RE: <u>USI OVERPASS/ENGINEER'S ESTIMATE</u>

Mr. Borries advised Attorney Kissinger he has the County Engineer's estimate on the USI Overpass project -- which he has not opened.

Attorney Kissinger said he has one, as well.

Mr. Borries asked if either Mr. David Matthews or Mr. Bill Kattmann (members of the Computer Committee) are present -- they were here last week. It was determined that neither party is present.

Ms. Farrell said they were supposed to bring the agreement back this week for signatures.

Commissioner Hunter said the Board approved the agreement last week -- it just needed signatures.

Commissioner Borries said this matter will be delayed.

#### RE: WOLFE'S AUTO AUCTION

Messrs. Mark Watkins and Ray Karczewski of Wolfe's Auto Auction were recognized. Mr. Watkins said he is the Assistant Manager and Mr. Karczewski is the Sales Manager. Mr. Wolfe could not be here today because their family does also hold a sale in Terre Haute and that sale was today. He is one of the auctioneers, and is not back from Terre Haute at this time. The letter they submitted was basically a Letter of Intent to solicit the business from the County on the liquidation of retired vehicles; i.e., Sheriff's vehicles and whatever other vehicles the County might have out there in their County fleet. Since they are in the auto auction business they felt they have a service which would benefit the County of Vanderburgh in the liquidation of its units.

Mr. Borries said the Board had a question last week (and he doesn't have the minutes in front of him at the time as to the nature of the question), but he believes it had to do with the public auction and advertising.

Mr. Watkins said he has a company brochure which will give the Commissioners the background on their company and the Wolfe family itself and give them an idea of the services they provide. Right now they are working with the State of Indiana on their vehicles and they understand the situation with regard to the public. They are a dealer only auction. However, they can make it available on the vehicles if the County will provide them with the opportunity to serve the County they would open up the portion of the sale where the County vehicles are to be sold to where the public could attend and bid on those vehicles. If they would happen to be the high bidder they would have the opportunity to buy the vehicle. Once again, once those vehicles are run through and they've been bid on, then they just make an announcement that if individuals are not dealers they are no longer welcome to be at the auction. It is not meant to be critical; but, again, it is a dealer only auction and they have to protect their buying car dealers.

Commissioner Borries said he thinks the Board understands that. But they have to follow explicit ...

Mr. Watkins interrupted by saying when they are dealing with the State for whom they will be selling some of their police cruisers — they have the same scenario; they have to offer them to the public. That is State law. They figured it would be the same for the County. Again, it is not that difficult a transition; the main thing is for them to protect their present client base of dealers—that is going to be the dealers main concern. They have a problem with the public attending a private dealer auction.

Mr. Karczewski said their organization is a family-oriented organization; they are not going to do things in a way that will intimidate anybody or make them feel bad or whatever. They will do it in a way that will accommodate the public in a nice smooth fashion that will not hurt anybody's feelings or insult somebody or anything in that respect. There were two different methods that were recommended where they offered the vehicles for maybe a two or three week period where people could view the vehicles and submit bids. They take the bids up to the day prior to the actual sale —then run the vehicles through the sale — and then whichever way would give us a higher net proceed. We might sell part of the vehicles to the public and another part to the dealers. The other method would be to have the public and the dealers (since they do have a dealer base of over 2,000) and on an average Thursday they'd

probably have 300 to 400 dealers plus the public that would be there. He thinks the dealers would look at the vehicles and give us an honest dollar of what the vehicles are going to be worth — meaning we will have the opportunity of both the public and the dealers to bid on these vehicles — to make the outcome hopefully a higher net return for us. Their commission structure is given in the brochure. He then cited various price ranges and their commission. They believe with what they have to offer with the dealer—base plus offering the vehicles to the public at the sale that we will end up having a higher net return for the County which, he believes, is our intent. He knows everyone thinks of the Evansville Auto auction as an auto auction; but they sell a lot of different things and deal with all types of people. They can work with the County to put together a program that would work for the County and work for them as a company and do the best job they can. Their auctioneers are experienced in this field. They do their auction in a good legitimate way and when people are there they are not only there at an auction, but they are having fun while they are there. There is a nice homey atmosphere.

Mr. Watkins said the other aspect is they also handle salvage auction twice a month on the same day as the regular sale, which the beauty of that for them is that it brings buyers from all different types of markets -- people who buy re-build; people who buy wrecks -dealers who need parts for cars, etc. So if we have those unfortunate vehicles that get hit by another car and we have to liquidate a total loss, they have the capability of doing that as well. They basically have buying dealers from five (5) states (Indiana, Illinois, Kentucky; a lot of dealers from Tennessee; some from Missouri; a few from Ohio).

Mr. Borries said he can assure them of one thing (they have addressed the Commission re their concerns about complying with the law) the vehicles they are going to auction off -- which have been purchased through tax dollars -- are not going to be the kind the dealers will be standing in line for. These babies have been used and used and used.

Mr. Watkins asked if the Commissioners have ever seen Peabody Coal Company vehicles. They might have 10,000 miles on them and look like it's 500,000 miles. They've been used in the mines and are banged; the seats are all torn up on them. They get vehicles from coal mines, oil fields -- some of the hardest, roughest terrains you can think of -- but they can find a home for them. They can find a home for any kind of vehicle we can provide.

Commissioner Borries asked what we'd do about storage? He believes that was the other question.

Mr. Watkins said there is no problem with storage. They have storage and they are secured and there is no fee for storage. There is a no per day storage rate charge or anything of that nature.

Mr. Tuley said he is trying to remember some of the options from last week; there were two options. They would hold the vehicles until we had x number of vehicles and then do it from that standpoint, right?

Mr. Watkins said it can be done a number of different ways. They hold a weekly auction every Thursday at 10:00 a.m., other than when they hold their salvage auction - which is the first and third Thursdays, and that starts at 9:00 a.m. The regular action starts immediately following the salvage sale.

Mr. Hunter asked if the advertising would be a problem.

Mr. Tuley said we'd have to advertise every week.

Mr. Watkins said we'll probably have a mixture -- some salvage units and some units that are driveable. We might want to wait until we have five or ten units and then advertise as we normally do. They also have a market report that goes out to their dealer base which is roughly 100 -- and that goes out every week. If we waited and accumulated five vehicles or so, they'd have these listed in their market report -- a special consignment of five units from Vanderburgh County. We could liquidate on an individual basis or stock pile two, three, four or five vehicles -- it makes no difference to them. They'd work with us.

Mr. Tuley said we could do it every six months -- that way we'd only have to advertise twice.

In response to query from Commissioner Borries, it was the consensus of the Commissioners that we should try this method of liquidating vehicles.

Motion was made by Commissioner Hunter that we use the service of Wolfe's Auto Auction to liquidate our vehicles and equipment, with a second from Commissioner Tuley. So ordered.

Commissioner Borries asked Attorney Kissinger if we shouldn't have a basic agreement with Wolfe's.

Attorney Kissinger responded affirmatively.

Mr. Watkins said they won't ask for an agreement. If the County wants something in writing, that is fine.

Commissioner Borries said items such as storage and proper advertising are our concerns. He then thanked Messrs. Watkins and Karczewski for coming to today's meeting and the information they have provided with regard to their service.

#### RE: CLAIM/ALEXANDER AMBULANCE SERVICE

Mr. Borries said he has a letter from Alexander Ambulance Service concerning their request for the County subsidy for the first quarter.

"Attached is a copy of the quarterly report of income and expenses allocated to Vanderburgh County for the period ending March 31, 1993. That was previously submitted on April 30, 1993. This report indicates a loss of \$142,240.32. Also attached is a copy of the claim form submitted with this report which erroneously requested reimbursement for only \$55,337.58."

Therefore, Alexander is submitting a second claim for payment of the remaining \$86,902.74. They apologize for any inconveniences caused us. He then entertained questions.

Mr. Hunter said the County is obligated to pay it whether or not we like it. He moved the claim be approved for payment. Seconded by Commissioner Tuley. So ordered.

#### RE: <u>AUDITORIUM - PARKING LOT</u>

The meeting continued with Commissioner Borries saying that Sandy Toten, Manager of the Vanderburgh Auditorium through the Given & Spindler firm, has submitted a parking lot memo that he had asked the Commissioners to review. It has to do with addressing issues that she has researched in her time at the Auditorium. He then recognized Ms. Toten.

Ms. Toten said that as stated in the memo, they've been dealing with a great deal of complaints and upheaval since last April from

the people who utilize the Auditorium parking lot. She is trying to put an end to that -- or as much of it as possible. She thinks it is just day-to-day small things that sort of aggravate people. In the memo -- and again she inherited the system on the lot last April, so she is trying to work within that system and just change it a little bit, which she believes will benefit the tagholders and Back in 1991, she believes, the \$15.00 the Auditorium staff. parking tag system went into effect with the understanding to the tagholders the price was set at \$15.00, which is very low pricing for the lot - even several years ago - to accommodate the tagholders for any days they were not allowed to park on the lot due to the lot being sold to a customer at the Auditorium for their event or they needed the space for the event. Or at least she was told this and that is how she understands the system from 1991. In doing this research she called all the pay lots in the downtown area, which was very good resource for her after attending the Center City Corp seminar they had with people from Indiana Main Street concerning downtown parking. Basically everything in the memo was done prior to the Center City Corp people coming in -- or the specialists from Washington -- will address some of the She asked them point blank. In looking and talking to problems. people with pay lots in Evansville, we're at \$15.00 per month. All other lots are running \$1.00 per day and the highest one she called was \$30.00 per month. Again, she felt \$15.00 was fair and perhaps even under market a little bit. Maybe this is something we need to address next year. Some of the other complaints they received were that they were asking the tagholders not to park on the lot too many times. Going back through their records, over the past year they have asked them not to park their five (5) days in one year. To her, that is not excessive. That is 50 cents per day to park.

Again, out of courtesy through their office, when there is an event coming into the building but the lot has not been bought by a customer or the customer really has not asked for that parking lot, and we would know that some of these people would park in there they would attach little tags to their parking tags every month and inform the of the days that it may be more convenient that they not leave at lunch -- because they could not guarantee their spot. Again, it is out of courtesy that they do this. But, again, that was something that was a complaint. Over the last year they've attached fourteen (14) different days tags saying, "It may be to your benefit not to leave your spot at lunchtime." Fourteen (14) days in one (1) year. They've had complaints about the entrance to the parking lot; it is very narrow. Some cars have hit that median coming in; some cars have hit the little booth that sits out there. They try to keep it painted and keep the rubber marks off the booth -- but that is an ongoing battle. Until we can re-do that entrance they are going to paint the guardrail bright traffic yellow and also the curbing on the median and put up orange flags at the end of the median. They hope that will keep people from running into them. She has listed improvements -- and there are many -- because there is a lot of confusing signage on the lot from over the years that has just been added to, added to, and added to. The case is why read any of it, because some of it conflicts with something else that is up there. She would like to take down all signage and start over, with very direct, fresh, understandable and not have a lot full of signage. She thinks that can be addressed very direct. People come in once a month to purchase their parking tags. They were doing an audit on the computer and they were also getting calls from tagholders asking why some other tagholders were allowed to park on the lot with expired tags. At that time they were changing colors every month and they would notify the City Clerk's office of the color so their meter people would know the current tag color. Anybody that did not have the current color tag was ticketed. Needless to say, some of the colors had to be repeated and some of the people weren't turning their tags in. Therefore, she and one of the members of her staff were on the lot early one morning doing an audit -- checking their computer records against tag numbers. They did find some people who were using old tags. Believe it or not, they have had some tag people come in and say they were glad they cleaned it up. They have now gone with a different tag, which will be the same color every month. However, every month it will have the name of the month and the year printed on both side of the tag -- very difficult to duplicate. Very easy to see. Again, it is \$15.00 per month for the tags. That pretty well covers the problems on the parking lot. The file folder she is holding is full of correspondence with tagholders, with departments, including petitions against the parking. She would like to decrease the size of her parking lot file folder for 1994.

Commissioner Borries said that is a good resolution and thanked Ms. Toten for her report. He then entertained questions or comments.

Commissioner Tuley said Ms. Toten has a problem and he knows she is trying her best to deal with it. He'd hate to be there at 7:55 a.m. with all these people being forced to back into their parking spots. That would scare him.

Ms. Toten said the problem they are having with nose-in parking — and they're going to do some re-marking on the lot — because part of the turning process is that you can't go straight on into the lot, because you end up in two lines of cars. So the whole lot needs to be changed for traffic flow. It's not good right now. Arrows need to be down the middle where they go in straight, come back around and find their parking space — instead of making that sharp turn to the left or to the right. Handicapped parking spaces — they do have one on a parking meter that the City installed. They're going to remove that space from the parking meter and by Indiana Code they need three handicapped parking spaces on the lot. — so they will be doing that. Quite a few of the cars that pull in right now nose underneath the chain and right onto the sidewalk. She thinks the backing in — it will take them a while to get accustomed to backing in — but she thinks that will solve the problem of parking on the sidewalk.

Mr. Tuley said it sounds like a feasible solution -- but

Ms. Toten interrupted, "As with all new things -- they take time."

Mr. Tuley said, "But you've got to address it and I think you've tried to take everything into consideration. I, too, would like to see the size of that complaint folder reduced. You know, there is a benefit of parking there -- it is much closer to the building. And we have that big free one back there. Nobody is forced to do this."

Ms. Toten said she doesn't know that this is a forever solution -- but it will correct some of the problems we've had there for some time.

Commissioner Hunter asked what kind of advance warning the tagholders were given on the five (5) days they could not park on the lot.

Ms. Toten said they were warned one month in advance. When they come in to buy their June tags, for instance, she gives them the July schedule. They know up front. Now, once in a while one will sneak by them if it's an after-the-fact. But they then send out a memo to all departments, put them in their mail slots -- and they've heard comments, "We don't read that stuff". Well -- she's sorry. They go to the trouble of putting it together and giving it to them -- then they need to be reading it.

Mr. Borries said Ms. Toten is moving in good faith -- so it is up to them to read.

Mr. Hunter agreed, saying he believes Ms. Toten made a comment in her opening statement -- that she inherited this system. Does he understand that she would like to make some changes? She has thoughts on changes that should be made?

Ms. Toten said she thinks there is a possibility of a lot of different changes — that parking lot and the parking area in front of the building. As a matter of fact, she brought copies of that proposal for Auditorium Drive, which she would like for everyone to review and provide her with their comments. Parking is a problem downtown, in general. But parking is a problem for our visitors who want to come in and spend money at the Auditorium. If they park on the lot to come in and spend an hour to spend \$1,000 or more — they get a ticket. They park out in front of the building to run in and buy a ticket from the TicketMaster location — to spend money which is money generated for the County, they get a parking ticket and she just doesn't think it is a good way of doing business. We're causing people to have a very bad feeling. And, she and her staff are spending a lot of time running back out to people's cars and putting a little red staff tag in the window. But that doesn't assure they won't get a parking ticket from the City meter people. This is a problem that she and Ms. Abell have been dealing with for a year — trying to come to some kind of solution for the lot and for in front of the building. We re discouraging business under the present system and she thinks we really need to take a hard look at it — whether it is all parking meters on the lot or whether we spend \$1,000 and fix the gates and let them operate as they were intended to operate — with coins. There are a couple of possibilities.

Commissioner Hunter said he believes Ms. Toten mentioned the system has been in effect since 1991 -- and he's been here since 1991 -- and he doesn't think anything done at that time was put in stone to where it couldn't be changed or modified in some way. If Ms. Toten has thoughts or ideas on how we could make it better - he'd certainly like to hear them and take a look at them.

Ms. Toten said she'd be more than happy to put some ideas and options together and present them to the Commissioners.

Commissioners Tuley and Borries indicated their willingness for her to do this and thanked her for her report.

Ms. Toten said she'd like to send the memo out, if possible, to all of her tagholders so they know what is going on and that they are addressing their concerns. She thinks that is important.

Commissioner Tuley said the Commissioners will try to get that done right now -- and see about the Auditorium a little later. He then asked if the Board wants to approve the memo.

Mr. Tuley said he has no problem with the memo -- but he thinks all the Board needs to do is give Ms. Toten permission to come back to the Board with an actual list of options and recommendations.

Ms. Toten said she can do that.

Mr. Borries said, "So ordered."

RE: READING OF BIDS - ALAN KISSINGER

President Borries said at this time he would ask Attorney Kissinger to read the bids announced earlier and opened during this meeting. Attorney Kissinger proceeded to read the following:

#### Construction of USI Interchange:

J. H. Rudolph & Co. \$4,098.910.85 Deig Bros. Lumber & Construction \$4,928,460.04 Sam Oxley & Co., Inc. \$4,320,914.75 Blankenberger Bros., Inc. & Koester Contracting Corp. (Joint Bid) \$3,657,400.00

Attorney Kissinger said the Engineer's Estimate is \$3,883,535.88. If you add 5% to that you come up with a total of \$4,077,712.67.

Commissioner Borries entertained a motion to refer the bids to the County Engineer for immediate review and a recommendation. Hopefully, some time yet this month we can have a groundbreaking. President Rice is in the audience today. We've talked about this project long enough. We've had problems, but we're a lot closer today than we've been and it is time to get going.

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

## Rehabilitation of Bridge #214 (Project VC-93-06-01): Ragle, Inc. \$238,928.00 Deig Bros. Lumber & Construction \$251,867.40 Phoenix Construction Co. \$326,148.40 Sam Oxley & Co., Inc. \$204,189.40 CCC of Evansville, Inc. \$299,938.77

Commissioner Borries entertained a motion. Motion to refer these bids to the County Engineer for review was made by Commissioner Tuley, with a second from Commissioner Hunter. So ordered.

## Crack Sealing of Various County Roads: (Project VC-93-05-02): Pavement Sealing Co., Inc. \$ 57,250.00 J. H Rudolph & Co., Inc. \$132,500.00 Pavement Mtce. Specialists, Inc. \$ 45,850.00 Huff Sealing Corp. \$ 47,500.00

Motion was entertained to refer these bids to the County Engineer and the County Highway Department for review and a recommendation. Motion to this effect made by Commissioner Tuley, with a second from Commissioner Hunter. So ordered.

| Contract Paving of Various Roads | (Project VC-93-05-03): |
|----------------------------------|------------------------|
| J. H. Rudolph & Co, Inc.         | \$139,800.00           |
| Sam Oxley & Co., Inc.            | \$141,556.50           |
| Koester Contracting Corp.        | \$132,486.50           |
| Metzger Construction Co., In     | nc. \$179,755.00       |

Motion was entertained to refer these bids to the County Engineer and the County Highway Department for review and a recommendation. Motion to this effect was made by Commissioner Tuley, with a second from Commissioner Hunter. So ordered.

# Concrete Repair of Various County Roads (Project VC93-05-04): J. H Rudolph & Co., Inc. \$ 95,700.00 Phoenix Construction Co. \$ 96,900.00 Deig Bros. Lumber & Construction \$107,825.00 Concrete Pavers, Inc. \$ 82,675.00 Koester Contracting Corp. \$107,875.00 Ragle, Inc. \$131,300.00

Motion was entertained to refer these bids to the County Engineer and the County Highway Department for review and a recommendation. Motion to this effect was made by Commissioner Tuley, with a second from Commissioner Hunter. So ordered.

#### RE: <u>COUNTY ATTORNEY - ALAN KISSINGER</u>

In response to query from Commissioner Borries, Attorney Kissinger said he is happy to say that he has nothing further to report.

#### RE: <u>COUNTY HIGHWAY - BILL MORPHEW</u>

Weekly Work Report: Mr. Morphew submitted his Weekly Work Report for period May 21 - May 27, 1993.....report received and filed.

<u>Weed Cutting:</u> Mr. Borries said it looks like Mr. Morphew has full crews out cutting weeds at this time. He is sure they are rapidly growing with all the rain we've had.

Mr. Morphew said every piece of equipment they have for weed cutting is out cutting weeds. They have the summer help hired and they all are out.

Mr. Borries entertained questions of Mr. Morphew. There were none.

(Ms. Farrell exited the meeting at 6:20 p.m.)

County Line Rd. Project: President Borries said he does have a question on this long discussed item. He had a call wanting to know if we'd included the part from near where St. Wendel Rd. was (the paved part) up to where St. Wendel Rd. is. Is that included in this phase?

Mr. Morphew said there is a section that comes off St. Wendel Rd. behind the church that is paved that is approximately 600 ft. long; it goes back to a curve. The pavement stops right there. He thinks that pavement is in good shape, so he doesn't think an overlay on that portion is necessary.

#### RE: COUNTY ENGINEER - JOHN STOLL

Commissioner Borries noted John Stoll has returned from vacation and a wedding. He then welcomed Mr. Stoll, noting we had all kinds of unusual situations during his absence last week.

Change Order/Orchard Rd. Bridge: Mr. Stoll said there have been a couple of changes as far as Class A concrete being switched for Class C concrete. There has been a revision to put in solid yellow double striping - double solid lines out there - to make it a No Passing Zone throughout the entire project, rather than the original broken yellow line out there. Due to poor site distance they had to revise it and make this a No Passing Zone throughout the entire thing. This results in a net increase of \$221.23 for the project.

The Change Order has been approved by INDOT on the review to make it a No Passing Zone and concrete was put in the barrier rail already -- so it wasn't necessary to tear it out, even though it was not the correct class of concrete. It is acceptable to INDOT.

Motion to approve the Change Order was made by Commissioner Hunter with a second from Commissioner Tuley. So ordered.

State Review of Agreements for Bridge Inspection: Mr. Stoll said he has the paperwork to go to the State for review of the agreements for the Bridge Inspection. The total cost for Phase I and Phase II is \$51,000. The Autocad Facilities Management's estimated cost was \$27,000 and it was not going to be eligible for Federal funding -- so as a result of the \$27,000 cost, he recommends that we not do the Facilities Management at this time and just proceed with the bridge inspection as we would normally do it. THE FA2 forms and letter to the State need signatures, so they can be forwarded so they can process the agreement.

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

West Summit Subdivision/Road Plans: Mr. Stoll said these were

brought before the Commission last week and he understands the matter was continued this week to give the Commissioners a chance to go out and see where this road will be crossing over the dam out in the subdivision -- to determine whether or not it will be accepted for maintenance. Since he wasn't here last week he is not sure about the questions or concerns on the part of the Commissioners.

Mr. Borries said Mr. Bill Nicholson is here, as is Mr. Jerry Nord, the developer. Mr. Borries then asked if the Commissioners have had the opportunity to review this matter.

Commissioner Tuley said he will start it off by saying he is sorry he didn't make it out there. He was out of town all last week on his other job.

Commissioner Hunter said he didn't make it out to the subdivision, but he did have a chance to review the minutes of several years ago -- at the time the initial action was taken.

Commissioner Borries said he must say he's had the opportunity to review it himself. Essentially, he would ask if Mr. Nord wants to state his case at this time.

Mr. Nord said he thinks at the original meeting they had their concept drawing, and he is not sure what the Commissioners have at this time. But when he first developed this project and drew the roads in there with the cul-de-sac, they decided to stop the road and the road was stopped at designated point prior to going across the dam. He then introduced a couple of photographs, saying this is where the present roadway ends prior to looking back across the dam from the other side. At the time, as he recalls it, we were sitting here looking at a set of blueprints and it appeared that we were going to have a dam built that met the requirements of putting enough pressure to hold back this particular lake. After the construction got started, what they really did was to create a more elaborate dam that was designed with engineering criteria behind it, which Mr. Nicholson and his organization provided. They had professional people out of Cincinnati to come in and core drill the whole site to determine depth of construction at the keyway and they had other people monitor the dam construction, including people from the County who were out there every day to inspect the lifts and compaction, which they have all that on record, to make sure they built it correctly. At one time there was some concern because there were property owners down below the lake who would be affected if something were to happen to the structure itself. However, he said he might add that since he built this lake it has created a barrier from areas that were flooded -- that were put in the low area -- especially over on Turpin Lane. To his knowledge, he has never had a complaint from any of the neighbors as far as the benefits. In other words, the benefits far outnumber any negatives that may have occurred because of this dam construction -- and the fact that their yards no longer flood and their field beds they have located down there are now relatively dry compared to what they were before. In looking at this particular drawing and not knowing exactly what the final structure -- that's like saying he'd like the Commissioners to buy a house and say here is the stud walls or here are pictures of the blueprints. Those people like to see what the final product is. That is why they were requesting a review, so the Commissioners could see that there are over engineered factors on this with the amount of space to cross the dam; they've got over 50 ft. wide top part where the road going across there would be about 28 ft. curb to curb -- so they have about 11 ft. on the other side. He made a little sketch to get some ideas and in reality the water depth in here (and he will put 18 ft. in here, he doesn't think it is quite that deep but, again, he factored into that). If he looks at the keyway, the way it was constructed, they did over \$25,000 worth of core drilling at that particular site to evaluate the depth -- and some of these things may give them an idea about the type of earth that was removed -- to be able to get the keyway set in. Again, that was designed by them to go down -- you can see the difference in the quality of dirt going from clay type to more of a topsoil grade dirt here. So he just wants to point out some of these things which were factored in when they built it to make sure it was built correctly.

(Mark Abell exited the meeting at 7:00 p.m.)

Now, if he were to look at where this would be existing land -- we This was a minimum of 12 ft. keep this out. Again, engineered out. They cored down to tell us what this depth would have to be to get down to solid rock, which they complied with that. Mr. Pinkston (Pinky, they called him) was out there consistently during the construction and the concrete pour. What they have done, after this was put in there was more ground that was put back against this -- his point being that the water level of the dam versus the ground level behind the dam is such that this of the dam versus the ground level bening the dam is such that was almost built like a swimming pool. He needed the dirt to be able to comply with an over engineered dam structure, hopefully to feels that normal construction would be similar to this, but with the extra reinforcing some of those things just again add a bit more to the strength part of the dam. Again, this structure was engineered factoring in the 100 year rain, plus other factors, to make sure that this water wold never go over the top. There would have to be a volume increase of two and a half or three times more than where we are now for it to go over the top. That volume of six acres of water would have to swell to a volume three times that to be able to go over the top of the dam to be able to cause any kind of damage or deterioration on the other side. If he has a distance not of 18 ft. in designated area, even if this thing were, they would still have a body of water in there that would be significant that would not be able to drain out, because you'd basically be plowing an area down several miles or so before it would be able to exceed and go over the top of that. So for a complete failure of this dam, where there would be no water, no puddle or whatever -- he would say it would be almost an impossibility,. His point is that he feels they have a situation here that is not a levee type construction. You can get an idea of the slope from the pictures. This dam has been in now about for years and they never have exceeded the outlet (he and Nick have watched it and taken pictures — and they've never seen the water go past the halfway part of that outflow; in other words, the outlet pipe on the dam itself. In addition, they have a minimum of a 7 ft. hedge yet before it would be able to go ahead and do any kind of damage to any kind of structure -- either on the road itself or below the road itself. At the time they talked some time ago, in the concept it was very difficult to visualize what you have. Now with the series of the keyways that were cut in there -and he has pictures and pictures and pictures -- he feels it was done right. He can show the Commissioners where toe drains were put in, again designed by engineering companies -- all the factors that would make it a dam that would be compatible for the Corps of Engineers were put into these. So for that reason, he thinks for the quality of road he put in out there he wants to maintain that same quality going across the dam -- and they don't really have that much more road. There was about two-thirds of the road put in at the time that he started his project out there. If he would Bcome back to the point where the dam is and the come up on Wilderness Court, those roads were put in under County supervision and have been accepted. His proposal is that he does not want to take away from the quality of the roadway for the people who have lived in that subdivision that is now growing and continuing to make it a project that is generating revenue for the County -- and he tried to put together some sort of figures of some sort of impact that this project has benefitted from the County standpoint -- taxes -- and right now there is a total of 12 properties that have been built upon. They've generated about \$3,123,000 worth of property values that can be taxed to generate property taxes for the County. That is an average of about \$251,000 per existing structure. On the second part he put future tax benefits and all he did was to take the remaining lots and what he feels they would be marketed for, he's got close to another \$1 with no houses. The last one he wanted to show that out of 22 unsold lots, add that to the existing ones, plus the ones that were bought but not yet built on, there is an impact out in the west side area of about \$10 3/4 million worth of property. For that reason, he thinks the quality project that he has -- and he wants to keep it that way -- he thinks there are some benefits to the County for taxes, plus when he developed this ground he, at his expense, put City water out in that part of the County for this project. Since that has happened there have been a number of other subdivisions and property owners who have been benefitted in that southwest corner of Vanderburgh County. As a result of that, he thinks the water helped them to cooperate with USI in putting some sewers and extra sewer capacity over there. He only wishes his project was a little earlier, because if he had the sewers available out there -- and spending the \$1,200,000 or so to get sewers to 130 acres, he would have loved to have done that. But it is just too big an apple or too big a pie to take hold of by one person. Now it has started to break apart and there have been other people who have been able to benefit from this. This is probably a bad thing, but he also thinks some of the property values that have resulted from this parcel have brought up property values out there. Again, the advantages being for the County. The end of his little talk is that he would really appreciate some serious consideration. He feels that if there were an engineering reason that this thing would fail, he thinks it has been over designed many, many times. This concept here -- all those things put it in a low risk category for the Commissioners if this were accepted. He guesses one other conclusion would be, we all have to take some risks. We get in or car, we get in an airplane -- we know that sooner or later something is going to crash, but the engineering people have designed things to go ahead and give us the safety that we believe. He believes there has been safety designed in this dam to eliminate any kind of problems that could be anticipated down the road and they will do everything for maintenance in keeping the sides mowed, yearly inspections on the dam -- which is a part of his requirement to make sure that there is no deterioration that could affect the quality or integrity of the dam -- and that is required on a yearly basis -- that a Certified Engineer do that -- and some of the other precautions that he's put into the system that it will stay a viable dam and an improvement on the west side that we should be proud of.

Mr. Borries thanked Mr. Nord for his comments.

Mr. Bill Nicholson said they have checked and there has not been any movement of the dam whatsoever since it was constructed. He offered further comments, but they were mumbled and inaudible.

Mr. Borries entertained questions.

Mr. Hunter asked if Mr. Stoll has been out to West Summit?

Mr. Stoll said he did not have an opportunity to get out there today. He asked if the Homeowner's Association is going to be responsible for the annual inspections and if there is any damage, responsible for the repairs?

Mr. Nord replied, "Exactly -- because, again, we wanted to make sure that something didn't happen out there that was going to cause a problem."

Mr. Hunter asked how many lots there are?

Mr. Nord said there are ten homeowners that are on this particular lake. There are ten home sites that would use this particular roadway going across the dam to get to their site. So the total number would be 10 homeowners who would be responsible for paying for the maintenance -- grass cutting; they would be responsible for the annual maintenance on the dam and also responsible for a shared expense for repairs that may come up.

Mr. Hunter said, "But as far as the road that goes across the dam opening up lots, it's only opening up 10 lots? Is that what we are saying? I'm just trying to see if there is any way this could be done privately -- just as we do at Oak Meadow. We maintain our own roads; we maintain our own street lights. The County still gets our County taxes.

Mr. Tuley asked, "Without our taking any responsibility?"

Mr. Hunter said, "Yes. I understand you to say that we have accepted that up to the dam, is that right? But I'm not sure you have enough home sites to defray the cost of maintaining the dam and the road."

Mr. Nord said the whole concrete road that will be put in by Concrete Pavers from the point -- is costing around \$90,000. That will get me from designated point to designated point on the map. The concrete roads that have been out there now for about four years -- we went with 7 inches of concrete out there -- Pinky said if they wanted those roads accepted he wanted 7 inches of concrete. What he is getting at is that if it is costing \$90,000 or \$100,000 to do designated segment -- if this thing got wiped out and gets washed below the level of ground -- then he is in a swimming pool environment and the worst scenario is that instead of having water he may be looking at a smaller diameter lake. If it were built back to its regular configuration, he would be able to construct designated part. For the amount of quality homes, the revenue just being generated off the ten additional lots is a lot of tax base for the Commissioners to say they're just worried about the fact this may happen -- which shouldn't happen.

Commissioner Borries said, "Let me say, it's obvious why you are a very effective salesman. But let's let the record show very clearly, Jerry, that this was your choice to do this and not the County's. As Don pointed out, the County, as such, if these lots are developed, is still going to get tax revenue regardless of whether or not they accept the road. It is just a unique situation that you chose to do. You have a fine quality development here and it is up to this Board to choose whether or not they accept that kind of configuration. I know of no record in reviewing this where you were ever given -- nor did you really, I think, give any kind of consulting preview as to what was going to happen as you built this -- nor did the Commission give you any kind of approval to say go ahead and do it, we are going to accept it -- because that was not the case. And when we do accept it, it is forever. To you credit, you have developed a fine subdivision here. But some day those residents who live out here and enjoy that quality life may not remember Jerry Nord, but they may remember that Vanderburgh County has responsibility out there forever. And that is the consideration that I still have about this -- and the concern that I still have about this."

Mr. Nord said, "One other point. The road would be a 28 ft. span from side to side. That means I have 11 ft. on either side."

Mr. Borries said we normally build a 24 ft. road with 6 ft. shoulders on either side -- so we're talking a minimum of 36 ft.

Mr. Nord offered further comments, pointing to the map -- but without actually viewing the map as comments were made, they were unclear.

Mr. Borries queried the other Commissioners concerning their feeling.

Mr. Tuley said everything sounds as though he has everything done to make it as safe as possible -- but he is listening to a professional salesman, a developer. That is why he asked John Stoll if he's reviewed the minutes, etc.

Commissioner Borries said the Board doesn't have to act today if they'd like more time on this.

Mr. Stoll said if there are concerns about not accepting the road across the dam, would it be acceptable to pick it up on the other side of the dam? Go to the dam, have the Homeowner's Association maintain that portion of the road on the dam, rather than maintaining the entire road?

Mr. Nord said that is better than -- obviously his thoughts would be the whole thing. But, obviously, if that is what his feelings are, then it would be up to the homeowners around there that they could come back and ask if they wanted to build the entire dam back at their cost or don't they?

Mr. Borries said Mr. Nord has really created something here that kind of fits into drainage. Had it come before the Drainage Board with the aspect of a road on top, again he thinks there would have been a lot of concerns expressed at that particular time. We get a lot of drainage plans here where developers will clearly have to state that it is going to be the responsibility of the homeowner;s association or property owner "X", or whoever it might be to maintain that particular water facility or ponding area. It could be retention or detention or whatever. Again, from the County's standpoint, they understand all of Mr. Nord's arguments and they are very persuasive. But it is a forever situation. The County has to provide services long after this particular Board is not here; it will never cease. So at some time -- there is not only going to be maintenance, there could be considerable maintenance on here that, as he says, could impact this County in enormously expensive ways.

Commissioner Tuley again raised question as to whether the County could accept portions of the road, with the exception of the portion over the dam.

Mr. Gary Kercher of the County Engineer's office said that was discussed previously, and in order for us to accept the road it has to tie into the County system. And at that point it wouldn't tie into the County system. It's an all or nothing deal. If it's not tied into the County system, from what we were told when this came up once before -- that's part of the code.

Auditor Humphrey said, "For your information in terms of the amount of money generated for the County, it is roughly 10% of the cost of construction. In this case it would be about \$100,000 per year if everything were developed."

Mr. Nord said the County has accepted roads in the past that are not of the quality that he feels will be put in out there -- where they're spending money for maintenance over period of life of blacktop or asphalt roads. That is why he went to concrete. He had to protect himself a little bit. If that road is put in right -- he hasn't seen any deterioration in any part of that structure -- which means it should give the County years and years of a service free situation versus him putting in an asphalt road, which

he could have done with rolled curbs. As they know, every seven years or so the Commissioners will get letters saying they want a nice coat of asphalt to make the road look nice or they want a new layer because their road is deteriorating. He has the proof; he is four years behind where they were before when they were speculating as to what the quality of the structures out there was going to look like. Again, those factors they were very conservative with and he thinks that is when the Commissioners, as a Board, said "Let's look at it at a later time so we can go out there and look to see what you have done before we act on this" -- and this is what he was wanting to do. He just wants an honest roll at the situation.

Mr. Tuley again apologized for not getting out there this past week, saying he has been in the subdivision but never paid any attention to the dam or anything. If the County Engineer is not familiar with it, he would also like for him to have the opportunity to go out there and look at it — unless Commissioners Borries and Hunter are ready to vote. He does not feel he can be fair to the County or Mr. Nord if he votes right now. He wants to go out and look at it and he wants the County Engineer to tell him what he thinks of it. He has to rely on somebody else to tell him that what Messrs. Nord and Nicholson are saying is....

Mr. Nord interrupted, "And the minutes should show that the Engineer at that time was supportive of what was done out there."

Mr. Hunter said he would very much like for Mr. Stoll to go out there.

Mr. Nord said he has two customers who have builder plans ready to go; bank financing ready; low interest rates -- and they want to get started -- but he can't get anything going without having something that he can record in the APC to go ahead and get that step done. Is there any way we can go ahead and look at this other part and say yes, and then we make a decision based on the road and

Mr. Borries said, "I don't know. I'm not going to put myself put into the position where I am accepting this concept. I've got to be honest with you, Jerry, I really have reservations about it."

Mr. Nicholson commented, "Jerry has come up with a Letter of Credit, which is all that is really necessary to get the thing recorded -- and that is \$125,000- or something like that -- and it looks to me like there should be some way to get this plat recorded regardless of the action taken on the road."

Mr. Borries said, "I don't know."

Mr. Kercher said, "If you don't accept it, it becomes a private road. If you do determine it is an accepted road, there is nothing that is recorded on the plat to say that, is there?"

Mr. Borries said "If you're willing to say it is not going to be a County-accepted road, I'll be willing to approve the plat from that standpoint."

Mr. Nord asked, "Can you get a modified plat then?"

Mr. Borries said, "There are three of us, you know; and two of us here have not made our minds up. I am open to suggestions. But, again, what happens -- and to your credit, I am sure you are trying to be as creative as you possibly can -- but when we get into unusual situations like that and have to accept all kind of unusual situations that we are not prepared to address -- you know, we have ordinances on bridges -- but maintaining and responsibility for roads over dams and that type of thing, we just don't have those

specifications in our County ordinance. Then there may be another developer that might come back and he might want to have something with somebody else. Now we've got a situation we've never had before. A developer may come in and say he's got this idea that is going to be great."

Mr. Nord said, "Well, he'll have to go through a lot of scrutiny like I've done and all I'm trying to do...."

Mr. Borries interrupted, "Well, scrutiny or not, you have and you haven't. I mean, you've known all along that you've not had approval. You've known all along you wanted to do a quality subdivision; but there could be somebody else out there we may not have that assurance from."

Mr. Nord said, "But that is why it is done on a case-by-case basis and that is why you, as the governing body,...."

Mr. Tuley interrupted "I know you're trying to get this done and you've got people out there hanging on this. But I'm on your side as long as I can get that man over there to review whatever records you have and go out and look at it and come back and say that from his standpoint as an engineer he thinks we're okay. So I'm leaning in your direction, but I want to hear it from my engineer — the guy that we pay to give us advice. I'm sorry, But I'm going to need another week."

Mr. Nord said, "That is understandable, too. I guess one other question."

Mr. Tuley said he is not traveling this week, so he will probably go out to the site with John Stoll.

Mr. Hunter said he may want to go along, too -- because he is not sure he knows where it is.

Mr. Nord said right now the Commissioners are not really looking at a situation that is a dam -- but only because it is elevated. It is still the same concept.

Mr. Borries asked who will be responsible for maintaining this. Would he want to put that there is a Homeowner's Association?

Mr. Nord said, "Sure, there would have to be if you're developing as a piece of ground and they would be responsible for maintaining that in any case. But he is just saying that if he were looking at coming to the Commissioners right now and somebody had a body of water in designated area....

Mr. Borries interrupted by saying, "I'd tell them to build around it."

Mr. Nord said that is the point. How far do you have to build around it? This slopes gently down to where you are and they build it over here...

Mr. Borries interjected, "To wherever it is feasible engineering wise and if somebody else is going to -- if a Homeowner's Association or a private property owner would record on their plat that they're clearly going to accept responsibility for the maintenance and responsibility for that drain, then I'd have no problem. But I would want it around that thing -- not on it."

Mr. Nord said, "That is what I'm saying. How much of the road would you have to shift over and that is where your engineering people would come up -- so what is sufficient so that lake no longer has any effect? If I have 22 ft. and I shifted that over another 11 ft. and had 30 ft. plus the distance from designated

point to designated point, that is like walking another 75 ft. or so."

Mr. Borries said, "If you were going to do this, if you had submitted a drainage plan with that and everybody had clearly understood at that point, then changes could have been made. Now there are really not a lot of changes that could be made short of the fact of what you're saying — cut this berm off and maybe move the road over and that type of thing. We are really limited to what we can do. Again, my concerns are as I pointed out. Well, I think we need to move on. You've done an excellent presentation. And it's kind of in the ballpark of the other Commissioners."

Mr. Nord asked if they'd like to set a time they could meet out there. Or, if they want to contact him on a one-on-one basis he has all kinds of documentation between himself and Nick -- and they'd be more than willing to set a time for them to personally view the site and get familiar with where things are located; he has pictures (probably a couple of thousand); he does photos on anything he does. Everybody here (on the Board of Commissioners) changes. The people who were here four years or so ago are not all present. Commissioner Borries was. Again, he does extend the invitation. If there are any questions he'd be glad to answer same. He does need an answer because he has two people out there who are waiting.

Mr. Borries thanked Mr. Nord again for the nice presentation.

RE: BROOKVIEW HEIGHTS SUBDIVISION/REVISED ROAD PLANS

Mr. Stoll said he has reviewed the subject revised plans and recommends approval.

Motion to approve the revised road plan was made by Commissioner Hunter, with a second from Commissioner Tuley. So ordered.

RE: LINCOLN POINTE SUBDIVISION/ROAD PLANS

Mr. Stoll said these plans were originally approved in July, 1991. It has the same cross section approved for North Green Sub last week and it is his recommendation the plans be approved. The developer has requested this change for money reasons.

Mr. Hunter asked Mr. Paff of Morley & Associates if they drew up the original plans? They must have thought the original plans were better than what they are asking for now or they wouldn't have drawn it that way.

Mr. Paff responded affirmatively.

There being no further comments, a motion was entertained.

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

Mr. Hunter said had it not been so flat in this area he would have asked for a roll call vote.

#### RE: WEST WIND SUBDIVISION

Mr. Nicholson said this subdivision is past Peerless Rd. on Upper Mt. Vernon Rd., just across from the water tower. There are no curbs and gutters and he assumes these are asphalt streets. In response to query from Mr. Stoll, Mr. Nicholson said he does want these to be County-accepted roads and they are asphalt streets. In response to query from Commissioner Borries, Mr. Nicholson said this will be all new road -- with no curbs and gutters. These are large lots, a minimum of 2-1/2 acres.

Mr. Borries asked if the developer would be willing to install curbs and gutters.

Mr. Nicholson said he does not know.

Mr. Borries requested Mr. Nicholson asked the developer, because the County is going to make that a requirement.

Mr. Hunter said if there is a vote on it tonight, he is going to vote no without curb and gutter.

Mr. Nicholson asked if the plan would be acceptable if it were a privately maintained road.

Mr. Borries asked, "Without curb and gutter? I have no problem with that. Mr. Hunter responded affirmatively, saying we don't have to plow it in the wintertime.

Mr. Stoll said there is also a request for sidewalk waiver.

Mr. Tuley said that with all these changes we're talking about he doesn't know how the Board goes about .....

Mr. Stoll said he has a copy of the Indiana road standards.

Mr. Hunter said he thinks we need to sit down and get some things cranked up -- because you can't blame these guys for trying. The engineers are just doing what the developers tell them to do.

Mr. Nicholson said he tried to keep in line with the County standards.

Messrs. Borries and Hunter said the County standards need to be upgraded. They needed it two years ago and we didn't seem to get it done.

#### RE: CONSENT AGENDA

At 7:35 p.m., Mr. Borries entertained questions concerning the Consent Agenda. There being none a motion was entertained. It was suggested, however, that the employment status changes should be in larger print because they are too small to read without a magnifying glass.

Motion to approve the Consent Agenda, as printed, was made by Commissioner Tuley, with a second from Commissioner Hunter. So ordered.

#### RE: OLD BUSINESS

Executive Session/June 7th: Commissioner Tuley said he would like to see the Executive Session scheduled for next week moved to the Stage Area of the Vanderburgh Auditorium. Same time - just a different place. He then made a motion to this effect.

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

#### re: <u>NEW BUSINESS</u>

Commission Meeting/June 7th: Commissioner Tuley said he would like to see the regular Commission Meeting scheduled for next week moved to the Stage Area of the Vanderburgh Auditorium and made a motion to this effect. Seconded by Commissioner Hunter. So ordered.

Mr. Borries said that, again, this is to look to the future. He thinks the Board will be looking at proposals which at times have been portrayed in a fashion of somewhat negative comments regarding

the future of this fine facility -- and he wants to emphasize the word "fine". The Commissioners will be conducting their official meeting then from the stage of the Vanderburgh Auditorium next week and be hearing a report concerning the future of that particular facility at that time.

President Borries entertained further matters of business to come before the Board at this time. There being none, President Borries declared the meeting adjourned at 7:45 p.m.

#### PRESENT:

Richard J. Borries, President Pat Tuley, Vice President Don Hunter, Member Sam Humphrey, County Auditor Alan M. Kissinger, County Attorney John Stoll, County Engineer Bill Morphew, County Highway Supt. Mark Abell/Commission Office B. J. Ferrell/Commission Office Scott Riley/E.V.S.C. Mark Watkins/Wolfe's Auto Auction Ray Karczewski/Wolfe's Auto Auction Sandy Toten/Given & Spindler Mgmt. Co. Bill Nicholson/Veach, Nicholson, Griggs & Associates Jerry Nord/Developer Gary Kercher/County Engineer's Office Philip A. Ballman/Muncie, IN Frederick J. Ginther/Pavement Mtce. Specialist Alfred Deig/Deig Bros. Construction Jerry Schmits/Koester Contracting Pat Barnett/Hydro Conduit Corp.
Monte W. Collins/Pavement Sealing Co. Jim Jessee/Blankenberger Bros., Inc. Gerald Parkinson/Phoenix Construction Bill Kingrey/Sam Oxley & Co., Inc. David Rice/USI Harlen H. Metzgr/Metzgr Construction Co. Jim Manning/I.U.O.E. #181 Tom Bernardin/Bernardin, Lochmueller & Assoc. Keith Lochmueller/Bernardin, Lochmueller & Assoc. Jim Gulich/Bernardin, Lochmueller & Assoc. Pat Grady/J. H. Rudolph & Co., Inc. W. C. Bussing/Developer D. Owens/Ragle, Inc. Cecil Davs/J. H. Rudolph & Co., Inc. Ray Nix/Concrete Pavers, Inc. Mike Adkins Robert Mills/Bernardin, Lochmueller & Assoc. Others (Unidentified) News Media

SECRETARY: Joanne A. Matthews

Richard J. Borries, President

Pat Tuley, Vice President

Don Hunter, Member

DON L. HUNTER

PATRICK TULEY

#### **AGENDA**

#### VANDERBURGH COUNTY COMMISSIONERS

JUNE 1, 1993

5:30 P.M.

- 1. CALL TO ORDER
- 2. INTRODUCTIONS
- 3. PLEDGE OF ALLEGIANCE
- 4. ACTION ITEMS
- A. Any group/individual wishing to address the commission North
- B. (1) Bid Opening:
  - a. Construction of USI Interchange-Eichoff Road over SR 62 PT/DN
  - b. VC-93-06-01 Rehabilitation of Bridge # 214
  - c. VC-03-05-02 Crack Sealing of Various Roads
  - d. VC-03-05-03 Contract Paving of Various Roads
  - e. VC-93-05-04 Concrete Repair of Various Roads/
  - 2) Bid Award: 🗸
    - a. Personal Computers (Assessors) PT/DN.

C. David Matthews/Bill Kattmann, Members of the Computer Committee Southwestern Indiana Association of Realtors re: Approval/signature(s) on an agreement with the County Assessor and Southwestern Indiana Association of Realtors \*deferred from 5/24/93

LINAT

| Table Committee |
|---|
| Letter from Jeffrey R. Wolfe, Owner/General Manager-Wolfe's Auto<br>Auction<br>re: liquidation of county vehicles/Mark Abell will discuss<br>*deferred from 5/24/93   |
| Letter from Alexander Ambulance re: change in original claim submitted on May 10 for payment  |
| Sandra Toton/General Manager-Vanderburgh Auditorium ~ re: parking lot   |
| DEPARTMENT HEADS  |
| Alan Kissinger County Attorney Bill Morphew County Garage John Stoll County Engineer *See attached engineer requests  |
| CONSENT ITEMS   |
| Travel/Education Requests   |
| Checks Received:  1) Kight Lumber # 68211851.22 Quietus # 8218  2). Evansville Titles # 002413652,000.00 Quietus # 8265  3) General Activities Fund/EVSC1.00 *Rent/West Heights School  |
|   |

C. Employment Changes (See Attached)

#### 8. OLD BUSINESS

#### 9. NEW BUSINESS

#### 10. MEETING ADJOURNED

#### Scheduled Meetings

| Tues  | June | 1  | County Commissioners:<br>Executive Session<br>County Commissioners                  | 4:30<br>5:30         |    |    | 307<br>307        |
|-------|------|----|---|----------------------|----|----|-------------------|
| Wed   | June | 2  | County Council  | 3:30                 | PM | RM | 301               |
| Mon   | June | 7  | County Commissioners Department Head Meeting Executive Session County Commissioners | 4:00<br>4:30<br>5:30 | PM | RM | 303<br>307<br>307 |
| Mon   | June | 14 | County Commissioners  | 5:30                 | PM | RM | 307               |
| Tues  | June | 15 | Insurance Committee   | 9:00                 | AM | RM | 303               |
| Thurs | June | 17 | Employee Steering Comm  | 9:00                 | AM | RM | 303               |
| Mon   | June | 21 | County Commissioners<br>Rezonings   | 5:30<br>7:00         |    |    | 307<br>307        |
| Mon   | June | 28 | County Commissioners<br>Drainage Board Immediately                                  | 5:30<br>Follo        |    |    | 307               |
| Wed   | June | 30 | County Council Personnel/Finance  | 3:30                 | PM | RM | 301               |

# COUNTY ENGINEER'S AGENDA

## JUNE 1, 1993

#### **ITEMS**

1. CLAIMS:

COLUMBIA/DELAWARE BR. #1C 203-4353 Indiana Dept. of Trans. \$60,000.00

ACCEPTANCE OF RIGHT OF WAY GRANTS - GREEN RIVER NORTH W. C. Bussing, Jr. Parcel #44
So. Indiana Gas & Electric Parcel #47
Wadieh Hawa & Grasiella Hawa Parcel #69

#### VANDERBURGH COUNTY EMPLOYMENT CHANGES MARVER D. BRYANT 136.1-1990 136.1-1310 MULAHO HAM \$17,699 AM 5-31-93 36.1-131 ERIAN STRADLIN VANDERBURGH COUNTY EMPLOYMENT CHANGES APPOINTMENTS MADE 213.0-1170 22,550 3/31/93 MLEALED 3/31/93 213.2-1150 WHAT IN SELECT AND 35-28-73

VANDERBURGH COUNTY EMPLOYMENT CHANGES

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| 990      | Flenden, Thomas S. | Eventual 47715             | Technicien    | 185.00/ | 5/27/93    |
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#### VANDERBURGH COUNTY EMPLOYMENT CHANGES

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| Laura Ann Smith |          | 2719 H. Mdgar         | Paratagal Sec.       | 18,664 00 | 5-24-93         |  |
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|                 |          |                       | 411 Towns            |           |                 |  |

#### VANDERBURGH COUNTY EMPLOYMENT CHANGES

|              |                  | APPONITMENTS À                         | l libe                      |           |            |
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#### Vendor Response to Assessor's Office Bids

In reference to the County PC Computer Bids, 14 Bidder's responded. The following bid items are suggested for acceptance:

Computer: The Computery - low bid at \$2,017.00. The computer is a 486DX2 66 MHZ, IBM Compatible,64 cache exp 256, real time clock/calendar, 2 serial, 1 parallel, 1 keyboard, 8 expansion slots in a Desktop case. 8 MB Ram and 200W power supply. Dual FD/HD IDE 16-bit controller. 1-1.2MB 5.25 floppy. 1-1.44MB 3.5 floppy drive. 213 MB hard drive. VGA color graphics card 16-bit, 1MB RAM 1024\*768. Super VGA Color monitor 14" NI 1024\*768. 26 dot. Enhanced 101 key keyboard. DOS 5.0. Windows 3.1. Microsoft Compatible Mouse.

Internal Tape: The Computery - Colorado 250 MB Tape backup unit.

Backup Cost \$248.00 per unit. Low bid was \$210.00, but we figured purchasing the units from another source would cost at least \$35.00 to install in the Computery unit. We felt the Computery price was close enough to justify them taking care of the internal setup.

External Fax/: Tawil Electronics - US Robotics Sportster E. The Modem 9600 low bidder at \$199.00. The Modem is a V.32 with V.42bis Data compression with MNP 5 and MNP 2-4 on Error Correction with a data transfer rate of 19,200 bps.

Ethernet LAN: Manatron - SMC LAN-ET 16. Low bid was \$85.00.

Adapter We decided on Manatron's bid of \$100.00 because we felt that since they were installing the network, Manatron would have the entire network responsibility from the server to the workstation. The recommended networking system suggested by Manatron was Novell 3.11 with a Ethernet card. The computer workstation from the Computery is Novell CERTIFIED, therefor there should be NO incompatibility problems.

HP 4 Laserjet: Pioneer-Standard Electronics - Low bidder at \$1,432.00. The HP4M has 600 X 600 dots per inch with Resolution Enhancement technology. Standard 6 MB of RAM, enhanced HP PCL 5 printer language. 35 Intellifont and 10 TrueType internal scalable fonts. Speed of 6-8 pages per minute.

6-1-93 Scott D. Riley

#### AUCTION FEES - EFFECTIVE FEBRUARY 22, 1990

| \$  | 15.   | \$<br>Uр             | to | \$<br><b>9</b> 5 |   |     |    | \$  | 145.          | \$<br>8,750.   | \$          | 9,245.   |
|-----|-------|----------------------|----|------------------|---|-----|----|-----|---------------|----------------|-------------|----------|
| \$  | 25    | \$<br>100.           |    | \$<br>145.       |   |     |    | \$  | 150.          | \$<br>9,250.   | \$          | 9,745.   |
| \$. | 30.   | \$<br>150.           |    | \$<br>195.       |   |     |    | \$  | 155.          | \$<br>9,750.   | \$          | 10,245.  |
| \$  | 35.   | \$<br>200.           |    | \$<br>295.       |   | 1   |    | \$  | 160.          | \$<br>10,250   | \$          | 10,745.  |
| \$  | 40.   | \$<br>300.           |    | \$<br>395.       |   |     |    | \$  | 165.          | \$<br>10,750.  | \$          | 11,245.  |
| \$  | 50.   | \$<br>400.           |    | \$<br>495.       |   |     |    | \$  | 170.          | \$<br>11,250   | \$          | 11,745.  |
| \$  | 55.   | \$<br>500.           |    | \$<br>745.       |   |     |    | \$  | 175.          | \$<br>11,750.  | \$          | 12,245.  |
| \$  | 60.   | \$<br><b>75</b> 0.   |    | \$<br>895.       |   |     |    | \$  | 180.          | \$<br>12,250.  | \$          | 12,745.  |
| \$  | 65.   | \$<br>900.           |    | \$<br>1,245.     |   |     |    | \$  | 185.          | \$<br>12,750.  | \$          | 13,245.  |
| \$  | · 70. | \$<br>1,250.         |    | \$<br>1,745.     | , |     |    | \$  | 190.          | \$<br>13,250.  | \$          | 13,745.  |
| \$  | 75.   | \$<br>1,750.         |    | \$<br>2,245.     |   |     |    | \$  | 195.          | \$<br>13,750.  | \$          | 14,245.  |
| \$  | 80.   | \$<br>2,250.         |    | \$<br>2,745.     |   | 1   |    | \$  | 200.          | \$<br>14,250.  | \$          | 14,745.  |
| \$  | 85.   | \$<br>2,750.         |    | \$<br>3,245.     |   |     |    | \$  | 205.          | \$<br>14,750.  | \$          | 15,245.  |
| \$  | 90.   | \$<br>3,250.         |    | \$<br>3,745.     |   |     | •  | \$  | 210.          | \$<br>15,250.  | \$          | 15,745.  |
| \$  | 95.   | \$<br><b>3,75</b> 0. |    | \$<br>4,245.     |   |     |    | \$  | 215.          | \$<br>15,750.  | \$          | 16,245.  |
| \$  | 100.  | \$<br>4,250.         | _  | \$<br>4,745.     |   |     |    | \$  | 220.          | \$<br>16,250   | \$          | 16,745.  |
| \$  | 105.  | \$<br>4,750.         |    | \$<br>5,245.     |   |     | 7. | \$  | 225.          | \$<br>16,750.  | \$          | 17,245.  |
| \$  | 110.  | \$<br>5,250.         |    | \$<br>5,745.     |   |     |    | \$  | 230.          | \$<br>17,250.  | \$          | 17,745.  |
| \$  | 115.  | \$<br>5,750.         |    | \$<br>6,245.     |   | , , |    | \$  | 235.          | \$<br>17,750.  | \$          | 18,245.  |
| \$  | 120.  | \$<br>6,250.         | :  | \$<br>6,745.     |   |     |    | \$  | 240.          | \$<br>18,250.  | \$          | 18,745.  |
| \$  | 125.  | \$<br>6,750.         |    | \$<br>7,245.     |   |     |    | \$  | 245.          | \$<br>18,750.` | \$          | 19,245.  |
| \$  | 130.  | \$<br>7,250.         |    | \$<br>7,745.     |   |     |    | \$. | 2 <b>5</b> 0. | \$<br>19,250.  | \$          | 19,745.  |
| \$  | 135.  | \$<br>7,750.         |    | \$<br>8,245.     |   |     |    | \$  | 255.          | \$<br>19,750.  | <b>\$</b> _ | 20,245.  |
| \$  | 140.  | \$<br>8,250.         |    | \$<br>8,745.     |   |     |    |     |               |                |             | <u> </u> |

- 5. FOR EACH ADDITIONAL \$ 500. of Selling Price
- 5. No Sale Fee
- 10. Unused Reserved Number
- 15. Title Attached Fee

#### GUARANTEED AUCTION COMPANY CHECK TO CONSIGNOR LESS COMMISSION FEE

#### BUYERS FEES 35.

\$100.00 & Up \$

\$ 95.00 & Down 20.



All County Departments To:

From: Sandra Toton, General Manager

Date: May 24, 1993

Ref: Vanderburgh Auditorium Parking Lot

Over the past several months my office has received complaints regarding the parking lot operation from individuals who purchased monthly tags. As a result, I am addressing the issues.

#### MONTHLY CHARGE OF \$ 15.00 ISSUE A:

Since the parking lot policy was established in 1991, I felt that in order to have a clear understanding of the charge that a survey should be conducted of all downtown monthly/daily pay parking lots.

#### The results are:

| Amanda Fenwicks                  | \$25.00 month          |
|----------------------------------|------------------------|
| YMCA                             | \$20.00 month          |
| Second-Walnut & Locust           | \$25.00 month          |
| Shopper's Lot #2 (10 hr. meters) | \$ 1.00 day            |
| Fourth & Sycamore                | \$25.00 to 35.00 month |
| Commerce Building                | \$25.00 month          |
| Fifth and Sycamore               | \$30.00 month          |
| Park a Bit #1                    | \$23.00 month          |
| Civic Center (meters)            | \$ 1.00 day or free    |
| Auditorium Lot (meters)          | \$ 1.00 day            |
| Auditorium Lot (tag)             | \$15.00 month          |

As you can see there are other options to choose from for your parking needs; but may not be as convenient.

#### LOT NOT AVAILABLE DUE TO EVENTS ISSUE B:

September 1991 the parking tag system was developed at \$15.00 per month. From what I have been told, the pricing was set at \$15.00 with the stipulation that there would be days when the lot would not be available to the tag holders. So in order to keep the cost \_to park below other pay lots the system began.

As a point of interest from April 1992 through May 1, 1993, the lot was closed to tag holders a total of five (5) days.

Also, during some day events my office did not think it was neccessary to ask tag holders to "not Park" on the lot; but did feel that as a courtesy we would warn of the lack of parking if you left during working hours. This action on our part is considered good business practices, and the alternative was to close the lot to tag holders for each of those days.

715 LOCUST STREET - EVANSVILLE, INDIANA 47708 - PHONE(812) 426-2270 - FAX. (812) 422-0550

#### ISSUE C: PARKING LOT ENTRANCE & APPEARANCE

Several people has indicated that the concrete medians as you enter/ exit the lot on Locust have caused a problem. Until a better entrance can be installed, the following should be of help.

#### IMPROVEMENTS:

- 1. Gray guard rails will be painted yellow.
- Concrete medians will be painted with yellow crubbing and reflective orange flags installed in order to eliminate drivers from making short turns.
- All current signage located on Locust and Walnut will be removed and replaced with comprehensive signage.
- 4. All signage on token and gate boxes will be either removed and covered in order to address the confusion in that area.
- 5. All gate boxes will also be painted. The booth is presently being repaired.
- 6. The lot will be scheduled for parking space stripping. Also, traffic flow arrows and new handicap parking areas will be assigned. Yes, when this is scheduled, tag holders will be asked not to park on the lot until the required work is completed. Each department will be notified.
- 7. Two additional pay meters will be available when the handicap spaces are relocted
- 8. The city bus stop booth located on Walnut, which is a home for the unuseable meter pole, will no longer be an eye sore. Sigeco has been asked to contact the city in order to remove it as soon as possible.
- The white trash can will also have a face lift.

#### ISSUE D: PARKING TAGS

After conducting a hands on Audit of each tag holders tag number, it was clear that the current tag system has a few lop holes. In order to correct the problem, the old tags will no longer be of use effective with the purchase of Junes's tag. The new tag design will be more visible for the city meter personnel and Auditorium staff. For those who still have a supply of old tags, you may dispose of them at your leisure.

Also, signage will be posted indicating that all cars must back into spaces. This will allow meter personnel to view parking tags easier and also omit the front end of vehicles to be pulled on/into sidewalk areas. Once the signage is install and if the posting is not followed, the city will issue a parking violation.

If there should be any question, please contact my office at your convenience.

## Vanderburgh County Engineering Department

715-A Locust Street - Evansville, Indiana 47708 Telephone: (812)424-9603

#### Vanderburgh County Engineering Department Agenda for June 1, 1993

| 1. | Orchard Road bridge change order - Dulas  |
|----|---|
| 2. | Bridge inspection - FA-2 and letter for INDOT - DUIPT   |
| 3. | West Summit Subdivision road plans — Segerce  |
| 4. | Brookview Subdivision road plan revisions — PTIDD.  |
| 5. | Lincoln Pointe Subdivision road plan revisions — PT/ DN  West Wind Subdivision road plans — Squares |
| 6. | West Wind Subdivision road plans  |

Form I.C. 626

State Form 35929 (R2/7-89)

## INDIANA DEPARTMENT OF TRANSPORTATION CHANGE ORDER

| Page1 |  |
|-------|--|
|-------|--|

|                      | Proj€   | ect NoBRZ-9982(012)   |  | Contra   | ct No B-19   | 810  |  |                                  |             |           |
|----------------------|---|---|--|--|--|--|--|----------------------------------|-------------|-----------|
|                      |   |   |  |  |  | Cha  | ange Order No  | 3.                               | <i>.</i>    |           |
| ir<br>11<br>ir<br>1i | recorded in the second in the | reas, the Standard Specifications for to<br>mmended. (Give location, description<br>d to be removed within pro<br>a project limits. For 202<br>(beg. of incidental const<br>as omitted from the contra<br>r ft. needed for 550L.F. of<br>6. For 3.8 C.Y.S. of Class<br>and from Sta.16+18.05 thru | and reason ject lin 0 L.F. 0 C.L. (ct. M.U f clear | n) For delmits becanf solid y thru Sta. L.T.C.D. S | etion of 26<br>use of addi<br>ellow C.L.<br>22+00 C.L.<br>Standards '<br>reference | 55 L.F. of<br>tion of N<br>paint ne<br>as this<br>88 ED. wa<br>to horizo | 4" broken No Passing eded from 9 double yel s used to contal curve | C.L. Zone<br>Stat<br>low<br>bta: | ion mar     | it        |
| ra<br>th             | illi<br>iru 1   | ng from Sta.16+18.05 thru<br>.6+35.51, 13.5' L. ofC.L.  | thru ove   | ersight o  | f project  | C.L. and finspecto   | rom Sta 16   | +14<br>elei                      | .57<br>tior |           |
| of                   | 3.8   | C.Y.S. of Class "C" concr   | ete not  | used at s  | ame statio   | ning.  |  |                                  |             |           |
|                      | ITEM<br>NO.   | DESCRIPTION OF ITEM   | UNIT   | QUANTITY   | REASE<br>AMOUNT  | QUANTITY   | REASE  | THIS                             | TO<br>DATE  |           |
|                      | EW  | Line paint, solid yel.  | \$0.33   | 2020 15  | \$666.60   |  |  | 1009                             |             | )%        |
|                      |   | -4": ITEM 068   |  |  |  |  |  |                                  |             |           |
|                      | EW  | Concrete in Superstruc  | \$215.6  | 7 3.8cys   | \$819.55   |  |  | 1009                             | 6 10        | 0%        |
|                      | 054   | Line Paint, Broken yellow - 4"  | \$0.33   |  |  | 265 lf   | \$87.45  | 100                              | £ 10        | <b>D%</b> |
|                      | 009   | Concrete Railing -  | \$309.86   |  |  | 3.8 cys  | \$1177.47  | 14.                              | 15%         | 4         |
|                      |   | ,   |  |  |  | •  |  |                                  |             |           |
|                      |   |   |  |  |  | · .  |  |                                  |             |           |
|                      | L   | PLACE "EW" FOR EXTRA WORK ITEMS   | TOT  | ALS  | \$1406-15  |  | \$1264.92  | .0                               | 64%         |           |
|                      |   | PLACE "FA" FOR FORCE ACCOUNT ITEMS  |  | DECREASED  | ESTIMATED COST   | s \$221.   |  |                                  |             | _         |
| ١                    | Notific   | ne intent of the parties that this change in cation and consent to this change in actor RANKENBERLER RROS. I  |  |  | lete compensa  | •  | rease cha  |                                  |             | aa        |
| ĺ                    |   | nitted For Consideration CO   | W 79 00  | m MISSYO,  | V  |  | , Jan  |                                  |             |           |
| Ì                    | PE/S  | D.A.F. D.E.   | Kidg   | and for  | Dines  | - 6/,  | /93  |                                  |             |           |
|                      | AE  | CONST.<br>ENGR.   | 205  | White S  |  |  |  |                                  |             |           |
|                      | DCE   | CHIEF DIV.  |  | 4/ ····  |  |  |  |                                  |             |           |
|                      |   |   | or Indian  | a Departme   | nt of Transpo  | rtation  |  |                                  |             |           |
| -                    |   | (SICNATURE)   |  | (TITLE)  |  |  | (DATE)   |                                  |             |           |

## Vanderburgh County Engineering Department

715-A Locust Street - Evansville, Indiana 47708 Telephone: (812)424-9603

May 19, 1993

Mr. Rick Yunker Area Engineer INDOT P. O. Box 376 Vincennes, IN 47591

Dear Mr. Yunker:

Attached is change order #3 for extra work agreement for 2020 1.f. of solid double yellow marking line required as per 1988 M.U.C.T.D. Standards. This item was omitted in the design of contract. Also included is the deletion of 265 1.f. of broken yellow marking line not needed due to the aforementioned addition. The change order also includes extra work agreement for 3.8 c.y.s. of Class "A" concrete which was placed in transition barrier railings on superstructure (south approach slab) along with the deletion of 3.8 c.y.s. of Class "C" concrete not used on the project because of an oversight of the project inspector (failed to check class of concrete needed).

Sincerely,

David A. Franklin
Project Engineer



May 20, 1993

David Franklin Project Superintendent Vanderburgh Auditorium 715A Locust Street Evansville, IN 47708

> Re: Price for Line, Paint, Solid, Yellow, 4 in Contract B-19810

Dear Mr.Franklin;

As per your request, Blankenberger Brothers, Inc is furnishing a quote for Line, Paint, Solid, Yellow, 4 iff. to stripe the centerline of Orchard Road.

LINE, PAINT, SOLID, YELLOW, 4 IN

**\$0.33/1ft** 

We are please to furnish this quote and if you have any questions or concerns feel free to contact us.

Cordially,

BLANKENBERGER BROTHERS, INC.

مععمه

Jim Jessee P.E. Estimator

cc: File

R.R. No. 1, Box 69 Cynthiana, IN 47612 (812) 845-2717 FAX (812) 845-2727

DATE: <u>JUNE 1, 1993</u>

| ITEM:     | REHABILITATION OF E<br>PROJECT VC93-06-01 | RIDGE #214               |
|-----------|---|--------------------------|
|           | Bidder                                    | Amount                   |
| Ragle     | Inc                                       | \$ 238,928.00            |
| Deig (    | Bros. Lumber & Corsts                     | Con Suc -\$ 251, 862, 40 |
| Phon      | is Constr. Co                             | \$ 326,148.40            |
| Same      | Orlay & Con Auc.                          | \$ 264, 189, 40          |
| CCC       |   | \$ 299,938,77            |
|           |   |                          |
|           |   |                          |
|           |   |                          |
|           |   |                          |
|           |   |                          |
| A COUT ON | Ma ven .                                  |                          |
| ACTION    | TAKEN:                                    |                          |
|           |   |                          |

| DATE:        | JUNE 1, 1993               |              |
|--------------|----------------------------|--------------|
| ITEM:        | CRACK SEALING OF VARIOUS C | OUNTY ROADS  |
|              | Bidder                     | Amount       |
| Paven        | ent Sealing Co., Suc       | \$ 57,250.00 |
| J. H. K      | endelph + Co., Suc         | \$ 57,250.00 |
| Ruom         | ent Mint Specialist Suc-   | 145, 850,00  |
| Hull.        | Sealing Corps -            | \$47,500.00  |
| · · // // // |                            |              |
|              |                            | •            |
|              |                            |              |
|              |                            |              |
|              |                            |              |
|              |                            |              |
|              |                            |              |
| ACTION       | TAKEN:                     |              |
|              |                            |              |
|              |                            |              |

| DATE:  | JUNE 1. 1993                                  | <del>_</del>  |
|--------|---|---------------|
| ITEM:  | CONTRACT PAVING OF VARIOUS PROJECT VC93-05-03 | ROADS         |
|        | Bidder  | Amount        |
| JH     | Rudolph & Co., Anc.                           | \$ 139,800,00 |
|        | Only & Co., Inc.                              | \$ 141,556,50 |
| Koest  | en Contrasting Coop.                          | \$ 132,186.50 |
| mets   | ger Construction Co. Suc.                     | \$179,755.00  |
|        | · · · · · · · · · · · · · · · · · · ·         | <del></del>   |
|        |   | -             |
|        |   |               |
|        |   |               |
|        |   |               |
|        |   |               |
| ACTION | TAKEN:  |               |
|        |   |               |
|        |   |               |

| DATE:  | JUNE 1, 1993                                     | <u> </u>      |
|--------|--|---------------|
| ITEM:  | CONCRETE REPAIR OF VARIOUS OF PROJECT VC93-05-04 | COUNTY ROADS  |
|        | Bidder   | Amount        |
| J.H.   | Rudolph & Co. Auc.                               | \$ 95,700.00  |
| _ 1    | new Constr. Co.                                  | \$ 96, 900.00 |
|        | Bros. Lumbert Coaster, Co. Suc.                  | \$107,825.00  |
| _ 0    | te Pavois Inc                                    | \$ 82,625.00  |
| Thes   | ter Contracting Coop.                            | \$ 167,875,00 |
| Real   | Juc.   | \$131,300.00  |
| 8      |  |               |
|        |  |               |
|        |  |               |
|        |  |               |
|        |  |               |
| ACTION | TAKEN:   |               |
|        |  |               |
|        |  |               |

| DATE: <u>JUNE 1, 1993</u>  |          |
|--|----------|
| ITEM: CONSTRUCTION OF USI INTERCHANGE  |          |
| Bidder Amount  |          |
| J.H. Rudalph & Co., Inc \$4,098,910.85   |          |
| Deig Bros. Tumber & Construction Co., Inc 4,928,460.04   |          |
| Sam. Oplay & Co., Duc \$4, 320, 914.75   |          |
| Blankenberger Bros., Jac. 42 Joint Wenter = 3,657, 400.0   | <i>و</i> |
| Koester Contracting Coop.  |          |
| The state of the s |          |
| ÷ •  |          |
| ·  |          |
|  |          |
|  |          |
| •  |          |
| ACTION TAKEN:  | _        |
|  |          |
|  |          |

### **CONTRACT BIDS**

**FOR** 

#### UNIVERSITY OF SOUTHERN INDIANA INTERCHANGE ON EICKHOFF ROAD OVER SR 62

BRIDGE FILE: 62-82-7867 CONTRACT: VC-R-20697

## THE BOARD OF COUNTY COMMISSIONERS Vanderburgh County, Indiana

Richard J. Borries Patrick Tuley Don Hunter

| Don Hunter   |         |          |      |  |
|--|---------|----------|------|--|
|  | BID     |          |      |  |
| CONTRACTOR   | DOLLARS | CENTS    | RANK |  |
| J. H. Rudolph & Company                            |         |          |      |  |
| Reith-Riley Construction Company                   |         | <u> </u> |      |  |
| Gohmnann Asphalt Construction, Inc.                |         | <u> </u> |      |  |
| E. H. Hughes Company                               |         |          |      |  |
| Crider and Crider Excavating & Paving Company      |         |          |      |  |
| W. L. Thomas Company                               |         |          |      |  |
| Blankenberger Construction/ Koester Equipment,Inc. |         |          |      |  |
| John Mans, Inc.                                    |         |          |      |  |
| Beaty Construction, Inc.                           |         |          |      |  |
| C.C.C. of Evansville, Inc.                         |         |          |      |  |
| Sam Oxley and Company                              |         |          |      |  |
| Phoenix Construction Company                       |         |          |      |  |
| Ragle, Inc.  |         |          |      |  |
|  |         |          |      |  |
|  |         |          |      |  |

estimate + 5% = \$4,077,712.67

| ENGINEER'S ESTIMATE | DOLLARS     | CENTS |
|---------------------|-------------|-------|
|                     | \$3,883,535 | 88    |

Plans Prepared By.....

Bernardin, Lochmueller & Associates, Inc.
Suite 606, Hulman Building, 20-24 NW Fourth Street, Evansville, Indiana 47708 (812) 426-1737



## Board of Commissioners

County of Vanderburgh
305 ADMINISTRATION BUILDING
CIVIC CENTER COMPLEX
EVANSVILLE, INDIANA 47708



TEL. (812) 426-5241

Mr. Bruno Canzian, Chief Local Transportation Section Indiana Department of Transportation Indiana Government Center - North 100 North Senate Avenue/Room 601N Indianapolis, Indiana 46204

Re: Inspection of Vanderburgh County Bridges

Dear Sir:

Attached are two copies of a Draft Agreement for Consulting Services for the referenced project. This agreement is for Preliminary Engineering Services. We request your technical review and comment on this agreement, as required to qualify for FY-1993 Federal-Aid Funds.

Our County does not have sufficient engineering staff necessary for providing the Preliminary Engineering Services for the inspection of the Vanderburgh County Bridges. After careful evaluation of their qualifications, we acquired the professional engineering services of United Consulting Engineers, Inc., 1625 North Post Road, Indianapolis, Indiana, 46219, for performance of the above services. We have followed our "Procedures for Selection of Consultants" previously approved by your office. Attached is a letter to Mr. Canzian detailing the selection procedures.

If you need addition clarification, please advise.

Sincerely,

BOARD OF COUNTY COMMISSIONERS

VANDERBURGH COUNTY, INDIANA

Richard J. Bornes

President

Date

FORM FA-2: State For.n 4350 (R5/11-88)

## INDIANA DEPARTMENT OF TRANSPORTATION FEDERAL-AID PROGRAM DATA

| GENERAL             | PROGRAM DATA         | <b>:</b>                                      |   |                       |          |
|---------------------|----------------------|---|---|-----------------------|----------|
| ID Numbe            | r:                   | Project Number:                               |   | _                     |          |
| Route Nu            | mber: N/A            | Federal-A                                     | id System & Rou                         | te Number:            | N/A      |
| Project<br>jurisdic | Termini: A           | ll County Roads both<br>ructures of 20 feet o | on and off-system<br>r greater in lengt | under Vanderburg<br>h | h County |
| Urban Co            | de:                  | Place Code:                                   | Route Mile                              | e Point:              |          |
| County:             | Vanderburgh          | County:                                       | County                                  |                       |          |
| Length:             | N/A                  | Length:                                       | Length:                                 |                       | •        |
| Urban Ar            | ea: N/A              | ·   |   |                       |          |
| Total Le            | ngth of Proj         | ect: N/A mi. +                                |   | /A mi.                |          |
| Characte            | r of Propose         | d Work to be Acco                             | mplished During                         | Program Perio         | d:       |
| Reinspec            | tion of 136 bri      | dges as outlined in t                         | he manual for main                      | tenance inspecti      | on       |
| of bridg            | es, includes Ph      | ases I & II.                                  |   |                       |          |
| Program             | Period <u>10-1-9</u> | 2 to <u>9-30-93</u> ,                         | FHWA Approval:                          |                       |          |
| Funding             | Data:                |   |   | •                     |          |
| Type of             | Funding Requ         | ested: BRZ-                                   | -NBIS                                   |                       |          |
| Appropri            | ation Code:          | 114   |   |                       |          |
| Total Co            | st for Progr         | am Period:                                    | \$ 51,000                               |                       |          |
| Federal             | Share of Cos         | t for Program Per                             | iod: \$40,800                           |                       |          |
|                     | PE                   | PPROW   | PP                                      | CONSTR                | PP_      |
| Total               |                      |   |   |                       |          |
| Cost                | \$51,000             | 93 N/A  |   | N/A                   |          |
| Federal             |                      |   |   |                       |          |
| Share               | \$40.800             | 93 N/A  |   | N/A                   |          |

#### FORM FA-2 State Form 4350 (R5/11-88)

. .....

|    | ID Number: Project Number:  |
|----|---|
|    | Companion Programmed Projects and Previous Obligations:  None   |
| II | PROJECT SUPPORTING DATA:  Functional Classification: N/A  Old Structure NBI Number: Various  New Structure Number:  Sufficiency Rating: Various |
| *  | RAILROAD DATA:  Name of Railroad: N/A AAR Number:  Existing Warning Device or Structure:  |
|    | INTERGOVERNMENTAL REVIEW ACTION   |
|    | Action to be Taken:   |
|    | This project is exempt by FHWA, IDOH and SBA agreement  |
|    | This project should be reviewed   |
|    | This project was previously reviewed  |
|    | Phases of Work:   |
|    | All PE, R/W & CN Activities   |
|    | All R/W & CN Activities   |
|    | All CN Activities   |
|    | Intergovernmental Review Number:  |

EXHIBIT "E" Page 15 of 44 If, for any reason the Indiana Department of Transportation (INDOT) is required to repay to the Federal Highway Administration (FHWA) the sum or sums of federal funds paid to the Local Public Agency (LPA) through the INDOT, then the LPA will repay to the INDOT such sum or sums upon receipt of a billing form the INDOT.

Initiating Agency Name: Vanderburgh Board of County Commissioners

Address: County Civic Center

City/State/ZIP: Evansville, Indiana 47708

Phone Number: (812) 426-5241

Certifying Representative:

Lames President 6/1

2003 1 777

(Signature and Title)

Mayor of City, President of Town Board President of Board of County Commissioners)

#### FOR ADDITIONAL INFORMATION CONTACT:

Consulting Firm:

United Consulting Engineers, Inc.

Consultant Address:

1625 North Post Road

City/State/ZIP:

Indianapolis, IN 46219-1995

Consultant Telephone No:

(317) 895-2585

Consultant Representative:

Mr. Ronald B. Miller

#### METROPOLITAN PLANNING ORGANIZATION

(Urbanized Areas over 200,000 Population)
(Urbanized Areas 50,000 to 200,000 Population)

MPO Name:

Evansville Urban Transportation Study

MPO Address:

City/State/ZIP:

Evansville, Indiana 47708

MPO Telephone No:

(812) 426-5230

MPO Representative:

Ms. Rose Zigenfus

NOTE:

Please attach the proper (City, Town or County) FAS map and indicate the exact location of the project that is being programmed.

EXHIBIT "E" Page of 16 of 44

## Vanderburgh County Engineering Department

715-A Locust Street - Evansville, Indiana 47708 Telephone: (812)424-9603

May 19, 1993

Mr. Rick Yunker Area Engineer INDOT P. O. Box 376 Vincennes, IN 47591

Dear Mr. Yunker:

Attached is change order #3 for extra work agreement for 2020 1.f. of solid double yellow marking line required as per 1988 M.U.C.T.D. Standards. This item was omitted in the design of contract. Also included is the deletion of 265 1.f. of broken yellow marking line not needed due to the aforementioned addition. The change order also includes extra work agreement for 3.8 c.y.s. of Class "A" concrete which was placed in transition barrier railings on superstructure (south approach slab) along with the deletion of 3.8 c.y.s. of Class "C" concrete not used on the project because of an oversight of the project inspector (failed to check class of concrete needed).

Sincerely,

David A. Franklin
Project Engineer



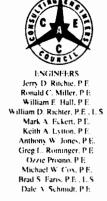
Billie W. Jones, P.E., L.S. Jacob E, Hall, P.F. J. S. Kent D. Downey, P.F., L.S. Ronald B, Miller ohn D. Staley, R.A., A.I.A.

#### **United Consulting Engineers & Architects**

Established 1965

ARCHITECTS
Andrew C. Churchill, R.A., A.I.A.
John K. Hardin R.A., A.I.A.

May 26, 1993



Vanderburgh County Commission Civic Center Complex Commissioner's Office, Room 305 Evansville, Indiana 47708

RE: Vanderburgh County Bridge Inspection Program Draft Agreements (LPA / Consultant)

Dear Sirs,

We are transmitting herewith the following information for your review and approval:

- 1. One copy of the Draft Agreement for the referenced project (for your files).
- 2. A letter of transmittal for submission of this agreement to INDOT.
- 3. One original and one copy of Form FA-2 for the Bridge Inspection Program.

Please sign the FA-2 forms and forward them to the Evansville Urban Transportation Study (MPO) requesting an expeditious submission to INDOT.

Please sign the enclosed transmittal letter and return it to our office and we will submit the Draft Agreements to INDOT for their technical review. This agreement is for preliminary engineering services for Phase I and Phase II of the Vanderburgh County Bridge Inspection Project. We have proposed the following fees to perform the necessary inspection and preliminary engineering for the 136 bridges in Vanderburgh County.

Phase I: \$ 30,000.00

Phase II: <u>\$ 21,000.00</u>

Total Not to Exceed Fee: \$ 51,000.00

The Federal Highway Administration will reimburse Vanderburgh County @ 80% of the total Project cost of this work.

We are also transmitting under separate cover Agreements to develop a Facility Management Plan. We appreciate this opportunity to continue serving Vanderburgh County on this very important project.

Sincerely,

United Consulting Engineers and Architects

Ronald B. Miller, Treasurer

enclosures c: file

1625 N. Post Road, Indianapolis, IN 46219-1995 • Phone: (317) 895-2585 Fax; (317) 895-2596

## VANDERBURGH COUNTY BRIDGE CREW PROGRESS REPORT Friday, May 21, 1993 thru Thursday, May 27, 1993

#### Friday, May 21, 1993

Crew #1 & #2 - Remove culvert and start on drop box on Korressel & Marx.
Crew #3 & Backhoe - remove guardrail on Kirk Drive, straighten guardrail on
Marx Road, install culvert on Korressel.

#### Monday, May 24, 1993

Crew #1 - install concrete pipe on Korressel.

Crew #2 - cut weeds on Broadeay, Nurrenbern and Schutte.

Crew #3 - cut weeds on Oakhill Road and Millersburg.

#### Tuesday, May 25, 1993

Crew #1 - install 30" aluminum pipe on Korressel Road.

Crew #2 - install plastic culvert on Mesker Park, cut weeds on Felstead Road at culverts and guardrails.

Crew #3 - sweep up glass on Darmstadt Road, build drop box on Korressel & Marx.

#### Wednesday, May 26, 1993

Crew #1 - install 24" concrete pipe on Korressel, cut weeds on Korressel and Middle Mt. Vernon Road.

Crew #2 - install plastic pipe at 4615 Mesker Park, cut weeds on Oakhill and Petersburg Road.

Crew #3 - install pipe at 4615 Mesker Park, stack rip rap on Marx Road, cut weeds on Harmony Way.

#### Thursday, May 27, 1993

Crew #1 & Backhoe - knocked in headwalls on Korressel Road, cut grass on Oakhill & Petersburg.

Crew #2 - reset driveway culvert on West Franklin Road and cut grass on Hogue Road and Middle Mt. Vernon Road.

## VANDERBURGH COUNTY HIGHWAY DEPARTMENT PROGRESS REPORT Friday, May 21, 1993 thru Thursday, May 27, 1993

#### Friday, May 21, 1993

Gradall & one crew worked on Korressel & Marx.
Gradall & one crew worked on Mesker Park Dr. and at Burdette Park.
Roller, Paver and seven crews paved at Burdette Park.
Summer crew worked at various intersections cutting weeds.
Trash crew worked in the county at various locations.
Tiger Mower worked on Orchard Road.
Cycle Mowers worked on West Franklin, Pollack and Lynn Road.
One crew mowed St. Joe Ave.
One Crew cleaned trucks.in the garage.

#### Monday, May 24, 1993

Gradall & one crew worked on Korressel Road.
Gradall & one crew worked on S. Weinbach.
One trash crew worked on Bergdolt.
One trash crew worked in the Bottoms.
Summer crew cut weeds at intersections of Broadway & Tekoppel.
Two tree crews worked on Red Bank and Streuh Hendricks.
Tiger mower and one crew worked on Orchard and Schaeffer.
Rock crews - 3 crews rocked on Mann, Maasberg, and River Road.
One crew cut weeds on Mill Road.

#### Tuesday, May 25, 1993

Gradall & one crew replaced culvert on Korressel.
Gradall & one crew installed culvert on Mesker Park Drive.
Roller, Paver and 5 crews paved at Burdette Park.
Patch crew worked on S. Weinbach and Waterworks Road.
Cycle mowers worked on Baseline, Nurrenbern, Felstead, Broadway and Schutte.
One summer crew cut intersections at St. Joe and Mesker Park, and one summer crew cut Darmstadt and Old State Road.

#### Wednesday, May 26, 1993

Gradall & one crew replaced culvert on Korressel Road.
Gradall & one crew installed culvert at 4615 Mesker Park and worked at Burdette.
Paver, Roller, and 6 crews paved at Burdette Park.
Tiger mower worked on Orchard and Big Schaeffer Road.
Cycle mowers worked on Martin Station, Buente, Emge, Trapp, Cypress Dale and Bayou Creek.
Patch crew worked on work orders.
Summer Crews - one cut intersections on St. Joe and one cut intersections on Darmstadt and Old State.

#### Thursday, May 27, 1993

Gradall & one crew installed driveway culvert at 5128 W. Franklin Road. Roller, Paver and 6 crews paved at Burdette and Myrtle Drive. Tiger Mower and one crew cut St. Joe Ave. Cycle Mowers cut St. Joe Ave and in the Bottoms. Trash Crew ran regular routes.

vanderburgh Lounty Highway Department Progress Report Page 2

#### Thursday, May 27, 1993 Con't

One summer crew cut intersections on St. Joe Avenue and Owensville, and one cut intersections on Outer Darmstadt, Hilltop and Baseline.

WEST SUMMIT TAXES BENEFIT TO VAND. COUNTY

hor# EST. VALUE OF HOME & LOT \$ 205,000 164,900 276,900 249,900 // 325,000 294,900 13 56,900 (No House) 14 276,900 15 185,900 18 19 235,900 20 185,900 39,000 (219,000) CONSTSTARTED 22 185,900 23 24 425,000 56,900 (No House) 28 58,900 (No HOUSE) 29



AVG OF HOME & LOT LUHICHHAVE BEEN BUILT \$251,008.33

## WEST SUMMIT ESTATES FUTURE TAX BENEFIT FOR VAND COUNTY

| Lor#     | ESTIMATE VALUE OF LOTS |
|----------|------------------------|
| /        | # 44,900               |
| 2        | 44,900                 |
| 3        | 44,900                 |
| 4        | 44,900                 |
| 5        | 45,900                 |
| 10       | 53,900                 |
| 12       | 35,900                 |
| 16       | 36,900                 |
| 17       | 38, 900                |
| 2/       | 54,900                 |
| 25       | 53,900                 |
| 26       | 53,900                 |
| 27       | 48,900                 |
| 20       | 46,900                 |
| 31       | 42,900                 |
| 37<br>32 | 42,900                 |
| 33       | 42,900                 |
| . 34     | 42,900                 |
| 35       | 42,900                 |
| 36       | 42,900                 |
| 37       | 42,900                 |
| 36       | 44,900                 |
| 5        | -11,100                |

\$996,800

FOR VAND COUNTY

No OF UNSOLD LOTS - (22/075 LAST PHASES X 251,008.33

5,522,183.20

PRESENT VALUE OF HOMES & SOLD LOTS

(12) 4075

NO OF LOTS SOLD - (4) LOTS WITH NO HOMES X 251,008.33

A 1,004033,30

TOTAL TADACT \$ 9,750,016.50

# 50 Ft MIN. 71 min, WATEL GROUNDLES 18.0

A claim to be properly itemized, must show: Kind of service where performed, dates service rendered, by whom, rate per day, number of hours, rate per hour, price per foot, per yard, per hundred, per pound, per ton, etc.

| Vanderburgh County, India | na |
|---------------------------|----|
|---------------------------|----|

|           |         |             | 7   | <b>િ</b> Տ | outhwestern | Indiana | Mental | Health  | Foundat | ion, In | c. | 1 | Dr. |
|-----------|---------|-------------|-----|------------|-------------|---------|--------|---------|---------|---------|----|---|-----|
| On Accoun | t of Ap | propriation | For | 41         | 5 Mulberry  | Street, | Evansv | ille, I | ndiana  | 47713   |    |   |     |
|           | Oeden   |             |     |            |             |         |        |         |         |         |    |   |     |

| 19 Ore<br>Num |  |  |    |   |          | DOLLARS Cts. |   |    |  |  |  |  |  |  |
|---------------|--|--|----|---|----------|--------------|---|----|--|--|--|--|--|--|
|               |  | For service rendered at Hillcrest Washington Youth Home per contract |    |   |          |              |   |    |  |  |  |  |  |  |
|               |  | for April, May and June, 1993  | 28 | 6 | 2        | 0            | 3 | 75 |  |  |  |  |  |  |
|               |  | Additional funding due for January, February, and March, 1993        |    | 1 | 0        | 0            | 9 | 75 |  |  |  |  |  |  |
|               |  | TOTAL  | 28 | 7 | 2        | 1            | 3 | 50 |  |  |  |  |  |  |
|               |  | 7  |    | t |          |              | + |    |  |  |  |  |  |  |
|               |  |  |    | + |          |              |   |    |  |  |  |  |  |  |
|               |  |  |    | + | $\vdash$ |              | Н |    |  |  |  |  |  |  |

Pursuant to the provisions and penalties of Chapter 155, Acts of 1953,

| I hereby certify that the foregoing account is | just and correct, t | hat the amount | claimed is legally | due, after allowing all | just credits. |
|--|---------------------|----------------|--------------------|-------------------------|---------------|
| and that no part of the same has been paid.    |                     |                |                    |                         | •             |

Date May 24 19 93 Tehn Y. Browning, Chief Operating Officer
Title

| To ALEXANDER . AMBULANCE SERVICE, . INC |                 |   |         |            |     |         |      |  |
|---|-----------------|---|---------|------------|-----|---------|------|--|
| n Accou                                 | nt of Ap        | ppropriation For 1993 AMBULANCE SUBSIDY               | • • • • | • •        | • • |         |      |  |
| 19                                      | Order<br>Number | ITEMIZED CLAIM  | I       | <b>O</b> L | LAF | es c    | Cts. |  |
|   |                 | 1993 VANDERBURGH COUNTYSUBSIDY FOR AMBULANCE, SERVICE |         |            | I   |         |      |  |
|   |                 | 1st Quarter, 1993 Net County Loss 142,240.32          |         | Ц          |     |         |      |  |
|   |                 | Less: Amount Previously Paid 5/21/93 55.337.58        |         | Ц          |     |         |      |  |
|   |                 | Amount due for 1st Ort. 1993 86,902.74                | _       | 86         | •   | 2       | 74   |  |
|   | -               |   |         | H          | +   | +       | _    |  |
|   |                 |   |         | H          | +   | H       | _    |  |
|   |                 |   |         |            |     | $\prod$ | Γ    |  |
|   |                 |   |         | П          |     | $\prod$ |      |  |
|   |                 |   |         | П          |     | П       |      |  |
|   |                 |   |         | П          | T   | $\prod$ |      |  |
|   |                 |   |         | П          | T   | П       | Γ    |  |

I hereby certify that the foregoing account is just and correct, that the amount claimed is legally due, after allowing all just credits, and that no part of the same has been paid.

1245

Revised County (Blank) Form No. 17

Title

Form Prescribed by the State Board of Accounts

Pursuant to the provisions and penalties of Chapter 155, Acts of 1953,