

**MINUTES  
COUNTY COMMISSIONERS MEETING  
SEPTEMBER 6, 1994**

**I N D E X**

<b>Subject</b>	<b>Page No.</b>
Meeting Opened @ 6:45 p.m. ....	1
Introductions & Pledge of Allegiance .....	1
Approval of Minutes .....	1
Departure of Kyle Foster/Evansville Press .....	1
Request to Advertise for Bids To Perform Title Search Services in Conjunction with the 1994 Tax Sale .....	2
Request for Approval to Sell Surplus Computer Peripheral Equipment - Richard Cappelletti/Data Processing .....	2
Redevelopment Commission .....	3
Ordinance Establishing the Vanderburgh County Redevelopment Authority (to be advertised)	
Approval of Resolution re U. S. 41 & Baseline Road Economic Development Area	
County Attorney/Alan M. Kissinger .....	3
Report from Appraisers for 160 Acre Tract of Land/ Azteca	
Claim/Review of Supreme Court Decision & Reviewing Options re Lawsuit/Ziemer, Stayman, Weitzel & Shoulders	
Superintendent of County Buildings/Mark Abell .....	5
United Way Campaign Surplus Properties/Acceptance vs. Rejection	
County Highway/Bill Morpew .....	7
Weekly Work Report Cypress-Dale Rd. County Line Rd. West Lexington & Charlotte Roads Irene Avenue Schissler Rd. Request from County Health Department for Parking Space at County Highway Garage (B. Morpew to provide the Commission with additional information)	
County Engineer/John Stoll .....	10
Travel Request/Tim Spurling Request to go on Council Call re Transfers Boonville-New Harmony Rd./Removal of "Boonville" from the I-164 Sign (Letter to be sent to "INDOT")	
Consent Agenda .....	13
Old Business .....	14
Boonville-New Harmony Rd. (J. Matthews to research records re previous action by the Commission re removal of this road from the TIP Program or any other program, with the exception of routine maintenance; EUTS to once again be contacted.)	
New Business .....	15
Student Appointments to Pigeon Creek Greenbelt Board	
Meeting Adjourned @ 6:55 p.m. ....	15

MINUTES  
COUNTY COMMISSIONERS MEETING  
SEPTEMBER 6, 1994

The Vanderburgh County Board of Commissioners met in session at 5:45 p.m. on Tuesday, September 6, 1994 in the Commissioners Hearing Room with Vice President Rick Borries presiding. Commissioner Patrick Tuley was absent, as he is out of town.

RE: INTRODUCTIONS & PLEDGE OF ALLEGIANCE

Commissioner Borries called the meeting to order, welcomed the attendees, introduced members of the County Staff (Mark Abell, Supt./County Buildings, Attorney Alan Kissinger, himself, Commissioner Don Hunter, County Auditor Sam Humphrey and Joanne Matthews, the Official Recording Secretary for the Commission) and asked the group to stand for the Pledge of Allegiance.

RE: APPROVAL OF MINUTES

President Borries entertained a motion to approve the minutes of the last meeting, which was held on August 29th.

Motion to approve the minutes, as engrossed by the County Auditor, was made by Commissioner Hunter. Seconded by Commissioner Borries. So ordered.

RE: DEPARTURE OF KYLE FOSTER/THE EVANSVILLE PRESS

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

Ms. Kyle Foster of the Evansville Press approached the podium and stated, "I just want to say it was nice working with all of you and I just wanted to come tonight to say goodbye."

Commissioner Borries said, "Well, we certainly enjoyed working with you and we surely wish you all the best. You're going to be having some rather dramatic changes in your life. You have an upcoming marriage and a move to the Commonwealth of Kentucky (Elizabethtown). Again, we have enjoyed working with you. We have two reporters here this evening who I would consider as veterans. But, I tell you, in so far as personal qualities, Kyle, you've got it over those two. I'm not saying a word -- but, you know, I just couldn't resist that. But you really did a fine job."

Commissioner Hunter interjected, "I will say, Kyle, you're a great deal more attractive than the two sitting over here to my left -- I'll tell you that in a hurry."

Attorney Kissinger said, "Also, from a legal standpoint, I want to tell you -- if you start bleeding Kentucky blue again, come up here to Indiana and feed on some of this grass."

Ms. Foster again thanked the Commissioners.

Commissioner Hunter said, "Before Kyle goes, what you guys don't know is that she is going to come back to Evansville and do part of the Leadership 2000 Program for our Signature School students."

Commissioner Borries said, "And please make sure we're informed of your marriage -- when the date is and all of that. We'd love to give you some red and white stuff; you know, help you

decorate the kitchen in red and white. It will go over big where you're ygoing to be living. Thank you for a job well done, too."

Mr. Hunter said, "Yes, thanks an awful lot, Kyle, and good luck!"

Commissioner Borries continued, "Well, and the real veterans have to stay here and go through this meeting, right? Suffer here with the rest of us!"

RE: REQUEST TO ADVERTISE FOR BIDS TO PERFORM TITLE SEARCH SERVICES IN CONJUNCTION WITH THE 1994 TAX SALE

Commissioner Borries said what the next item means is that we have a whole bunch of folks who have been very anxious to see some properties go up for this advertisement -- because there are many not-for-profit organizations and others who wish to purchase this property and we are most willing to do that. We now have a corrected ad. Ms. Matthews has told me this corrected ad will be published on September 8 and September 15. The sale will be held on October 3rd. Bids are to be delivered in a sealed envelope, delivered to the Vanderburgh County Auditor's Office, Attention Joanne Matthews, by Monday, September 26th no later than 5:30 p.m. -- which is when our meeting starts. Mr. Kissinger has, I think, reviewed this as to form."

Attorney Kissinger confirmed that he has.

Commissioner Borries continued, "And Mr. Abell has worked on this to make sure everything is proper. Mr. Hunter, I think we're ready to move forward at this time if you would move to advertise."

Motion to this effect made by Commissioner Hunter and seconded by Commissioner Borries. So ordered.

RE: REQUEST FOR APPROVAL TO SELL SURPLUS COMPUTER PERIPHERAL EQUIPMENT - RICHARD CAPPELLETTI. DATA PROCESSING

Mr. Cappelletti was recognized, approached the podium, and stated, "As a result of the recent opening of Bid CE9421 we purchased printers to replace printers that are in the County Court Complex and we now have eighteen (18) surplus excess non-used printers being stored in the basement. They are no longer of any real value to us and will no longer be used. I have removed them from maintenance. We have called several places to find buyers for this old equipment and have found one. We would request your permission to sell these printers. We have been offered \$50.00 each by the Wax Works of Kentucky and they are ready to move on it if I can get your permission. The list is attached to the letter you have in front of you, by serial number."

Attorney Kissinger asked, "Cap, do you anticipate that \$50.00 is going to be about what the market is going to bear on those items? I ask you that because there is a statutory -- if it is below that statutory amount (\$1,000) we don't have to put them out for bid."

Mr. Cappelletti responded, "I really think we're fortunate to get that, rather than just having to dispose of them -- because the Wax Works has a number of these types of printers and do not contract with DEC for maintenance. They perform their own maintenance and they are going to scavage these units for parts and use them like that. We could only find one buyer for them."

Attorney Kissinger said, "These are real junk then."

Mr. Cappelletti said, "Well, they are usable -- but I consider it very lucky that we got \$50.00 each for them."

Motion to approve the request to sell the surplus computer peripheral equipment was made by Commissioner Hunter with a second from Commissioner Borries. So ordered.

Mr. Cappelletti said the check will be made payable to the Vanderburgh County Commissioners and quietused into the proper account.

RE: REDEVELOPMENT COMMISSION

Commissioner Borries said Mike Robling of DMD is not present, but the Board will go ahead and move on these items since there are some time limitations we need to work on.

Ordinance Establishing the Vanderburgh County Redevelopment Authority: Mr. Borries said, this Redevelopment Authority is in addition to the Redevelopment Commission and the primary purpose of the Authority would be to finance local public improvements for lease to the Redevelopment Commission. It is obviously in conjunction with the Azteca project, because 160 acres of land which the County will acquire will be transferred to the Redevelopment Authority and then they will issue the Refunding Bonds. There are going to be three (3) members appointed to the Redevelopment Authority. Since Commissioner Tuley is not here this evening, he would request a motion from Commissioner Hunter to advertise then. Once we meet the advertising requirements we will make the appointments.

Motion to this effect made by Commissioner Hunter and seconded by Commissioner Borries. So ordered.

Approval of Resolution re U. S. 41 & Baseline Road Economic Development Area: Mr. Borries said the second item is a Resolution concerning a portion of Vanderburgh County at U. S. 41 and Baseline Road known as the Economic Development Area. We would do this with this Resolution and, again, it declares this portion of the county as an Economic Development Area. He would entertain a motion to approve this Resolution.

Commissioner Hunter asked if Deputy Sheriff Eric Williams, a member of the Redevelopment Commission, wishes to make comments.

Deputy Williams said, "The Redevelopment Commission met a few weeks ago and were really educated in some of the processes taking place by an Attorney that is from Indianapolis that has handled a lot of this in the past. Basically what we are asking for you to do is to pass this Resolution to go hand in hand with the actions we have taken so far to this point in time as far as developing a redevelopment area out there -- so we can use the powers that are given to us under the statutes. It should be fairly self-explanatory. We have submitted a report to you. We have basically answered all of our questions and feel we've met all the requirements and it is being submitted to you at this point to act upon."

Commissioner Borries said, "Okay. I have no further questions. It has been recommended and I would entertain a motion at this time."

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

RE: COUNTY ATTORNEY - ALAN KISSINGER

Report from Appraisers for 160 Acre Tract of Land/Azteca: Attorney Kissinger said, "We have received, pursuant to the Resolution and appointment we made some four or five weeks ago, appraisals from the Appraisers for the 160 acre tract of land which has become known as the Azteca property. We have both appraisals returned to us; one by David Matthews & Associates and one by Williams R. Bartlett II. Copies of these appraisals have been delivered pursuant to the statute to the Vanderburgh County Council. We are required to keep these appraisals on file here in the Commissioners' Office -- I think it for either the next two or even three years - - but I will clarify that. But I would like to show that these copies of the appraisals have been delivered to the Commissioners tonight in an open meeting and also recommend that the

Commissioners make a motion and approve a motion that I be allowed to go ahead and proceed with the negotiations and the closing process on this real estate."

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

Attorney Kissinger asked, "Mr. Borries, when you talk about the Ordinance -- do you, in fact, have the Ordinance for the creation of the Redevelopment Authority?"

Mr. Borries responded affirmatively.

Attorney Kissinger continued, "And do you also have the By-Laws and the Certificates of Appointment and Oaths?"

Commissioner Borries replied, "I'm not sure about the Certificates of Appointment and Oaths."

Attorney Kissinger said, "What I will do then is give all of these to the Auditor for the purpose of advertising."

Commissioner Borries asked, "Joanne, would you check to see if you have the By-Laws and Certificate of Appointment?"

Ms. Matthews stated she does not have those documents.

Mr. Borries said, "You will have."

Claim/Review of Supreme Court Decision & Reviewing Options re Lawsuit/Ziemer, Stayman, Weitzel & Shoulders: Attorney Kissinger said he was asked to check on a statement from Ziemer, Stayman, Weitzel & Shoulders in reference to the review of a Supreme Court Decision and Reviewing Options in reference to a lawsuit that was completed by Gary Price of that firm. There was an indication -- he had sent me a letter -- and I've gone back into my records. I did find there was a letter sent to me on that date -- so I recommend the Commissioners consider approving this \$95.00 statement for fees.

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

Attorney Kissinger said the next matter concerns some publications received today from Thompson Publishing Group. He had ordered these without advising the Commissioners -- but he had ordered them on approval. They are on 30-day approval at the present time. During some boring depositions today he was able to go ahead and review these handbooks. He thinks they are going to be useful to every department in the County in the future. These questions continually come up and the books are going to be specifically useful to him in the process of defending the Community Corrections lawsuit that we're presently involved in. He would ask permission of the Commissioners to pay the \$279.00 plus \$14.50 postage and handling to Thompson Publishing Group, based on his representation that he thinks they are going to be worth every bit of that and save research time.

Commissioner Hunter said, "Okay. Based on two school teachers sitting here, there is no way on God's green earth we could reject this kind of a plea and I would be happy to move that you be authorized to go ahead and purchase those legal books -- Fair Labor Standards Handbook."

Seconded by Commissioner Borries and so ordered.

In response to query from Commissioner Borries, Mr. Abell said B.J. needs to go ahead and pay that claim and he already has the blue claim form. He will provide Joanne with a copy.

RE: SUPERINTENDENT OF COUNTY BUILDINGS

United Way Campaign: Having been recognized, Mr. Abell stated, "It's that time of year again for the United Way Pledge Drive to begin. If it's your desire, I will be the County Representative and Coordinator for the County, as last year."

Mr. Borries said, "It is mine."

Mr. Hunter said, "It certainly is mine. In fact, I will move that Mark Abell -- the able Mark Abell -- once again be appointed to coordinate the County's effort to come up with dollars for our portion or whatever."

Seconded by Commissioner Borries. So ordered.

Mr. Abell continued, "Thank you. In regards to that then, or to achieve certain desired results - - we have given some thought maybe this year for an incentive -- several different things we've run around, one of which was to involve maybe the winning employee maybe having their job done for a day by one of the Commissioners. Again, we're just thinking about this stuff."

Commissioner Hunter said, "I'm going off the Board on December 31st, so you want to have it done after January 1, 1994, yeah."

Mr. Abell continued, "We're in the stage of just thinking."

Ms. Matthews interjected, "I want to win this one, Mark."

Commissioner Borries commented, "Don't think too hard, Mark. I can't type faster than ten words per minute, I'll tell you that. I might run into some problems on typing -- and, particularly, like Joanne Matthews, having to listen to all this hot air (excuse me, all those wonderful words) at these meetings."

Mr. Abell continued, "But that was interesting. Of course, we'll run this by you at a later meeting. We also thought of possibly giving away some parking spaces over at the Auditorium - - where we presently have the metered areas, if that would be to your liking. Perhaps two spots over there."

Mr. Hunter said, "I like that a lot better."

Mr. Abell continued, "So if you might be amenable to that, we could go that route, too. That is just something for consideration there."

Surplus Properties/Acceptance vs. Rejection: Mr. Abell said, "Also, one last item. This past week I had the pleasure of going in front of the County Council for a request of appropriations, at which time we did speak a bit about some surplus property activities. I was questioned about whether there is any way to avoid receiving in the future surplus properties if there is any statutory way around that -- I don't know, I don't want to say the word "loophole", but I was instructed by Council to request of the County Attorney, Mr. Kissinger, to investigate possibly what other counties do in regards to their sidestepping the surplus properties -- maybe using the environmental statute or whatever. But they just wanted me to bring that to you, Alan."

Attorney Kissinger said, "You didn't suggest maybe that their Counsel could accomplish this?"

Mr. Abell said, "I wasn't so bold. But I have delivered the message and that was it."

Mr. Borries asked, "Are we talking about surplus properties?"

Mr. Abell said, "Well, when they come from the last tax sale and they are in that process of being accepted or deeded over to the County. There may be some ways of avoiding accepting

them if they are what you consider environmentally unsound or unsafe - that is my understanding."

Attorney Kissinger said, "And I understand from having talked to Mark and having looked it into it just a little bit further that under the Indiana Responsible Property Transfer Act if there has not been this Environmental Schedule I or Schedule II investigation of the property to make a determination that it is environmentally sound, we could perhaps reject it on that basis. Or, if there has been an investigation conducted and it is determined to be environmentally unsound, for whatever reason, there, again, the County may not have to accept that property. Don't ask me where that property goes from there -- I don't know if there's a limbo for surplus property or not. But I will look into it further if the Commissioners wish."

Mr. Abell said, "That would not affect the surplus property that we presently have already deeded over to us."

Attorney Kissinger said, "Right."

Commissioner Borries said, "I don't know. I think you could look into it. But, certainly, it is the government; it is statutory. I mean we don't ask for this property as it is. It is because someone else has abandoned it. If the government doesn't take it over, then I don't know what would happen to it. I guess conceivably if there are any environmental hazards -- those with some of that super fund legislation might be able to go back to the original owner. But in so far as back taxes being paid and the other aspects of that, I don't know of any way that we can get out of accepting the property save asking for maybe some kind of help to maybe clean up any kind of environmental hazards discovered there."

Mr. Hunter said, "Like contaminated soil or underground tanks -- that would be the biggy."

Mr. Borries said, "Yes. We could maybe give it to the State of Indiana -- since we're going to respond to the State here in a minute."

Mr. Hunter said, "They give us things."

Mr. Borries continued, "They give us surprises. Maybe we can give them a surprise. But other than that, I don't know who we'd give it to or how you would transfer it to someone other than an entity of local government."

Attorney Kissinger said, "Basically, it is my understanding that the goal here is just to refuse to accept transfer by deed from the Auditor. It's a neat idea. It might be interesting to see how that is done."

County Auditor Humphrey said, "I think there was a law this year that excuses local government authority from providing remedies for those things like this."

Commissioner Hunter asked, "But does that mean now that ever single piece of property, before we take it over, we will have to pay somebody to go out and do an investigation?"

Attorney Kissinger said, "Yes. Otherwise, I don't know on what grounds we could refuse to accept transfer."

Commissioner Hunter continued, "I mean, how would you determine which pieces of property unless you knew the history of them. But that would be difficult, too."

Attorney Kissinger said, "Well, I will look into it and maybe someone has done that research and can help us with that. We'll look around the State in other counties and see what we can determine."

Commissioner Hunter said, "If you need some help, I'm sure the County Council Legal Counsel will be glad to assist you."

Attorney Kissinger said, "Well, I'm glad you feel that way."

Mr. Abell commented, "That concluded my report. Thank you."

Commissioner Borries asked Mr. Hunter "Are you volunteering?"

Mr. Hunter replied, "No. It was their idea -- so I thought we might want to do a joint effort here."

RE: COUNTY HIGHWAY - BILL MORPHEW

Weekly Work Report: Mr. Morphey submitted the Weekly Work Report for period of August 26, 1994 thru September 1, 1994....report received and filed.

Cypress-Dale Rd.: In response to query from Commissioner Borries, Mr. Morphey said they are in the process of finishing that road. It rained a couple of days last week, which put them back a bit. The base is down and they should be finished with applying the surface by Thursday.

County Line Rd. West: Mr. Morphey said they are also repairing spots on this road and will be moving to the shorter roads as soon as they finish up on County Line Rd. West.

Lexington & Charlotte Rds.: In response to query from Commissioner Hunter as to the location of these two roads, Mr. Morphey said they run east and west off St. Joe Avenue -- out close to the County Garage.

Mr. Hunter said he notices they've had some problems there.

Mr. Morphey said the problem was a storm drain -- in the middle of the intersection. It caved in.

Irene Avenue: Mr. Borries said he has some information from the gentleman concerning Irene Avenue. He and Mr. Morphey discussed this previously. He will pass the information to Mr. Morphey.

Schissler Rd.: Mr. Borries said a person also called concerning Schissler Rd. past West Franklin. Apparently there is now a trailer park out there.

Mr. Morphey said the trailer court is in Posey County.

Mr. Borries said that is good to know. What about the road?

Mr. Morphey said part of it is the County Line Road. Schissler Road goes west approximately one (1) mile and comes to a 90 degree turn going south -- and that is County Line Road. That is the shared road between the two counties. Then it goes back approximately 1,000 ft., makes another immediate 90 degree turn to the west, and that is solely in Posey County. Then you go back approximately another 1,000 ft. and that is the trailer court and that is owned by Jerry David. So it is solely in Posey County.

Request from County Department of Health for Parking Space at County Highway Garage: Mr. Morphey said he has a letter from the County Health Department asking if they can park three (3) trucks at the County Highway Garage. The fenced-in area is what they are basically interested in. The three trucks consist of two S-10's and a full-size pick-up and it contains their spraying equipment. He doesn't know if they lost their lease at the City Garage or exactly what happened there. It could be that they also have a minimal amount of space at the City Highway

Garage. They use these trucks daily throughout the year. They are also asking for a key to the gate so they could access their trucks whenever needed.

Mr. Borries asked Mr. Morphew what his feeling is about this request.

Mr. Morphew said, "We have a lot of expensive equipment at the County Garage. We do have a second shift operation, but it is just a two-man operation. They are strictly a service operation. They change oil and grease the equipment. The two men are there from 3:00 p.m. until 11:00 p.m. and they lock the gate at 11:00 p.m. There is no one else there until 5:30 a.m. the next morning."

Mr. Borries asked, "Surely these people wouldn't work past that, would they?"

Mr. Morphew said, "He said that occasionally they do -- not often."

Mr. Borries asked, "Has it been standard practice for them to have a key at the City Garage?"

Mr. Morphew replied, "Yes, Sir."

Mr. Borries said, "I tell you, I would want further information on that. I think if it were a case-by-case basis; they need a key, you let them have a key - that type of thing -- I'd feel a little better about it rather than just ...."

Commissioner Hunter interrupted, "I think we need to know who is going to be responsible for taking care of that key. If it's somebody in a supervisory capacity, then we need to know who that person is and where that key will be stored when it is not being used. As far as just giving a key out to anyone, I've got another problem with that, too."

Commissioner Borries asked, "Was there an alternative place to park, or would they want..."

Mr. Hunter again interrupted, "Were they wanting outside or inside parking?"

Mr. Morphew said, "He is wanting inside the gates so they could have some sort of security."

Mr. Hunter said, "I was talking about inside the building or outside the building."

Mr. Morphew said, "Outside in the parking lot."

Commissioner Hunter asked, "That area we inherited out there -- is that now a part of the entire complex?"

Mr. Morphew replied, "We now have a fence around that."

Mr. Hunter asked, "Is it a separate fence from the other area?"

Mr. Morphew stated, "It is still fenced off between the two."

Mr. Hunter said, "I was just wondering if we could put a gate on that and let them use that area."

Mr. Morphew said, "That is where our salt barn is going to go."

Mr. Hunter asked, "Well, would there be room for them to park three vehicles back there? There is not much market for stealing salt."

Mr. Morphew asked, "Do you mean leave the existing fence up?"

September 6, 1994

Mr. Hunter said, "Yes. I need to go out and take a look -- but would it be possible to do that, to let them use that small area in the back -- if we're not going to put expensive or valuable equipment back there?"

Mr. Morphew said, "I have another thought. I might be able to come up with a fenced in area back there where they could park their trucks and get in and out without getting into the rest of the property."

Mr. Hunter commented, "Yes. That is kind of what I was thinking."

Mr. Morphew continued, "We'd have to take down the fence that borders the two properties now -- those two properties. What I was going to do was leave up the existing fence and then put up another fence."

Mr. Hunter commented, "We could isolate a small area where they could put their trucks and they could have a key to the gate. Then they'd be happy and I think we'd all feel more comfortable."

Mr. Morphew said, "Yes."

Attorney Kissinger stated, "Maybe they'd pay for the fence."

Commissioner Hunter asked, "What do you think about that, Rick?"

Mr. Borries said, "I think that is something we could take a look at."

Mr. Hunter said, "This person is a responsible person that has written this letter."

Mr. Borries said, "I'm sure he is. However, in terms of keys, I still would prefer to have it done on perhaps a case-by-case basis. If we have people there until 11:00 p.m., I don't know why if they knew they were going to be out they couldn't call and request a key or something like that."

Mr. Hunter said, "I was thinking of a small area where they could have their own key and their own gate."

Commissioner Borries said, "Well, if we could do that."

Mr. Morphew said, "I don't know how many hours they work or even how many people they employ to do this. But if they could fit their schedule into ours, so that they could be there at 11:00 p.m. or ten minutes prior."

Mr. Hunter said, "I don't know that they're on 24-hour call either. Now, they don't have take-home vehicles, which makes me think that they are not. We need to know that, too. If there is someone there on 24-hour call who would be driving any of these three vehicles."

Commissioner Borries said, "I'd like to have more information on it -- about these questions you've given. We're not going to reject this at this point -- but we need to know their hours. As noted, we need to determine if this would work on a case-by-case basis."

Attorney Kissinger said, "Yes. They might be able to leave a key at the Sheriff's Sub-Station; too, and do it on a sign-in sign-out basis for the key; something like that. Because there is someone there 24 hours a day."

Mr. Morphew said, "And, of course, there is Burdette Park -- but I don't think they have a fenced-in area out there. They have quite a bit more property than we have -- but it's not fenced in."

Commissioner Borries said, "Well, Alan, I'm not sure we're prepared to say we can go to that expense. If you would want to determine where there might be some available space or some kind of security -- to see if they would be willing to participate in some of that fencing, then maybe we can work that out. What do you think about that? Maybe they have some budgetary or grant funds -- if they want it secured. We're not going to reject it -- but I think we're going to need more information. Basically we're only talking from 11:00 p.m. until 5:00 a.m. the following morning -- some six hours where they couldn't have access to that garage. And I can't imagine anybody working from 11:00 p.m. until 5:00 a.m. on that particular thing."

Mr. Hunter said, "Unless there's a situation where they are called. We need more info. Yeah. The only way -- if they would be willing to participate in some fencing or gates, they'd have a small area of their own where they could come and go and have their own key -- I wouldn't have any problem with that."

Mr. Morphew said he'll see what he can do to get that information. He is out of town at this time, but should be back by the end of the week.

Request for Leave of Absence/County Garage Employee: Mr. Morphew said he needs to request a Leave of Absence for one of his employees effective immediately. He does have some personal problems to contend with. He actually has several problems to contend with, one of them being an Executor of an estate. It is his understanding that the estate covers four different states -- Illinois, Indiana, Kentucky and Ohio. He needs the time at this time to take care of his personal problems first. Then when he's got his thinking together, to take of the estate.

Mr. Borries asked how long. And this would be a leave without pay?

Mr. Morphew said it is a 60 day L.O.A. without pay and the employee would cover his own insurance.

Mr. Hunter asked, "And at the end of that time he'd either come back to you and you back to us for extension, if necessary?"

Mr. Morphew replied, "If necessary."

Mr. Hunter asked, "During this 60 days, will he need to use our employee facilities to straighten out his problems?"

Mr. Morphew responded affirmatively, saying he talked with him about the Employee Assistance Program this morning and he is going to pursue that.

Mr. Hunter said he wonders if this should be included in the motion. He's going on leave without pay and going to pay his own insurance --

Mr. Morphew said, "Yes, Sir -- on his leave of absence when he is out of town covering his estate."

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

RE: COUNTY ENGINEER - JOHN STOLL

Travel Request/Tim Spurling: Mr. Stoll said he is requesting permission and recommending that Tim Spurling be allowed to travel to Indianapolis for a Pavement Management Seminar on September 15th and September 16th; he will be using a County vehicle.

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

Request to go on Council Call: Mr. Stoll said he is also requesting permission to go on Council Call regarding some transfers. He would like to transfer \$1,979 from Rent to Engineering Equipment and \$531.00 from Orchard Rd. to Engineering Equipment and then \$20,000 to Contractual Services. The first two would cover another Seminar (Auto-Cad Seminar) in Milwaukee that it's worth trying Tim enrolled in and the third one will cover some overruns we're having out there on our concrete repair contract in the Melody Hills area.

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

Removal of "Boonville" from I-164 Sign/Boonville-New Harmony Rd.

Commissioner Borries said, "We have another problem we've asked John to help us on. It is kind of unbelievable, I guess, in terms of either the lack of communication or arrogance or I don't know what. I don't know how to describe it. Let me read this letter:

Mr. Gregg Curtis  
Vincennes Director for INDOT

Dear Mr. Curtis,

As you know, the Indiana Department of Transportation recently removed the word "Boonville" from all Boonville-New Harmony Road signs on Interstate 164. Please consider this letter as an official request from Vanderburgh County to replace "Boonville" on these signs as soon as possible. We have been informed that "Boonville" was removed from these signs as a result of some drivers taking the Boonville-New Harmony Rd. Exit in order to get to Boonville and then having to turn around and return to the Interstate when they find out this road does not provide access to Boonville. In the years this Interstate has been opened, this is the first time we have heard of this type problem with these signs. However, by removing "Boonville" from these signs two new problems have been created.

First, the name of the road is "Boonville-New Harmony Rd.", so the signs do not now accurately reflect the name of this road. Since this is one of the few roads which traverses the entire County (Vanderburgh County, we're talking about) we feel this is important enough that the I-164 signs should properly identify the road.

The second problem that has been created by the revisions to the Interstate signs is that they now just say "New Harmony Rd." There is another road located near State Highway 66 in western Vanderburgh County named "New Harmony Road". Since the I-164 does not provide access to New Harmony Rd., the signs are misleading. This could result in even more drivers taking this exit and then having to turn around and return to the Interstate when they cannot reach their destination.

Based upon what we have been told by INDOT officials, we understand that as an alternative to putting "Boonville" back on the signs, it is possible that this exit may be marked only by the Exit Number or it may be called the "Daylight" exit on these signs. We find both of these options unacceptable. We feel the best and easiest solution to the problem would be to put the word "Boonville" back on the Boonville-New Harmony Rd. signs are on I-164. If there are problems with drivers taking this exit in order to get to Boonville, supplemental signs, such as those on the Veteran's Memorial Parkway near U. S. 41, can be installed under the Boonville-New Harmony Rd. exit signs that say "No Access to Boonville, Indiana". This would eliminate any potential for driver confusion. It would allow the signs to properly identify the Boonville-New Harmony Rd. If you have any questions, please contact us."

Commissioner Borries continued, "Another thing is, I don't know if they have taken it upon themselves (they meaning the State of Indiana) to change this name of a County road. And if they have, that causes a tremendous amount of confusion for whole U. S. Post Office -- because then you'd end up with two New Harmony Roads -- one on the east and one on the west. Now,

I remember -- I guess that is why Don is always kidding me about that yellow sign -- I remember vehemently opposing Boonville-New Harmony Rd. being an exit in the first place, because at the time then Commissioner Willner also reminded me that it was true it did not go to Boonville anymore. But that was because the road had been vacated in Warrick County and sold to AMAX or whoever the coal mine was in that particular area. I remember where the real exit was and I remember attending a meeting at the Church on Boonville-New Harmony Rd., where again the State said, 'You'd better just jump up when we say jump up and whatever' -- we told them, 'If you're going to look at a map, why don't you put it at Baseline Rd., because that road goes all the way through the County. No, they didn't want to do that. They thought Boonville-New Harmony made sense to them -- even though it didn't go to Boonville at that time, that is where they said it was going to be. So that is where they put the road. Now they've changed the rules here. Again, this is really folly, in my opinion. And I can't believe they did that. They didn't even tell you, as a local official"?

Mr. Stoll replied, "No. I just saw the signs had been changed."

Mr. Borries said, "I heard -- apparently Commissioner Hunter or someone told me that it was over one person who may have done this. Now it took us months to even get a sign showing where I-164 was; I remember talking to everybody and finally had to write to the Commissioner to get a sign to say on U. S. 41 where I-164 was and they finally got one up. Now, without telling anybody, they just change the name of a County road. It's unbelievable."

Commissioner Hunter commented, "I spoke with the gentleman at INDOT last week who had apparently given the go ahead to remove 'Boonville' and I asked, "How did you arrive at this?" He said he had not contacted you. I asked, 'Did you contact any elected official in Vanderburgh County?' The answer was no. I then asked, 'Where did you get your input?' Well, somebody uses that bridge to jog and they had sent a couple of letters over the last few months saying people would occasionally be looking for Boonville and they'd swing off there and go eat until that road dead-ends; and then I guess they turned around in his driveway to retrace their steps. And that this became critical and two little old ladies got lost here recently. And that was the total explanation I received over the phone for their having removed the word 'Boonville'. We had no input whatsoever. And, of course, that also makes every map that has Boonville-New Harmony Rd. on it incorrect. And if someone is coming into this community from out of town and is looking for that specific exit, which historically is one of the oldest roads in Vanderburgh County, they will never find it -- because it no longer says 'Boonville'. But they look on the map, the key for New Harmony Rd. (as you have indicated in your letter) that will show the letters and numbers for the western part of the County. I guess it is inconceivable to me that an engineer who does this

for a living would be so easily swayed by two or three people -- because we've never had a complaint in this office to my knowledge. And, Rick, you've been around longer. There have been none in the Engineering Office. No one in the area out there has ever contacted us to say anything about that being a bad intersection. And, as I say, it has such a historical significance. And he went ahead to explain to me that the Boesche Ditch, Schlinsker Ditch, etc., are all marked because they are of historical significance in the County. And I agreed with him. But so is Boonville-New Harmony Rd. of historical significance. So it just blows my mind. Doctor, you may not want to run for office after sitting and listening to this kind of stuff tonight. You know, you may want to reconsider. But this is simply inconceivable to me that they would do that without at least having the courtesy to ask you."

Commissioner Borries said he remembers that one time in a movie Paul Newman said, "You know, what we have here is a failure to communicate". And, I tell you, given some problems we have sometimes on the Lloyd Expressway, which is a State Highway, and others -- there is a failure to communicate, in my opinion. I don't know, maybe it's because the State feels the locals here are creatures of the State and, you know, abide by all of this. But, and Don points out, but not even giving the courtesy of informing local officials that they are going to change an Interstate sign is incredible, in my opinion. I mean, that is the poorest job of communication I've ever seen."

Commissioner Hunter said, "I was told this the other day. And apparently it has been carried on some of the radio stations. My daughter heard it and she said she thought it was a joke. She couldn't believe that anybody would come by and take a road sign off an interstate. Commissioner Borries, I move that we approve the letter that our County Engineer has put together so eloquently and that it be forwarded to the proper people in the Indiana Department of Transportation in Vincennes."

Commissioner Borries said, "I will second that. And I specifically would like for a copy to go to Commissioner Fred P'Poole."

Auditor Sam Humphrey asked, "Does the road go to New Harmony?"

Commissioner Hunter replied, "No, it doesn't go either way. But it does go county line to county line."

Mr. Stoll said, "The Old Henderson Road doesn't go to Henderson."

Commissioner Borries said "Newburgh Road has been changed a couple of times and I guess it still goes to Newburgh. It depends on where you want to go. But, I mean it's ridiculous. When it's a State road, they make the rules and they change them. But when it is a local road, I don't know of any authority they have to change the name on the road simply by removing a portion of the name."

Commissioner Hunter said, "I don't either. As a teacher of geography, if all else fails they could look at a road map if they want to get to Boonville. If everything else fails they can always go back to the book. I asked the Engineer that -- 'Is there some reason people are not permitted to read road maps?' I didn't get much of an answer."

Mr. Borries said, "Again, that gets back to the thing. I think they must have looked on some old road maps when they originally plotted out I-164 and, I guess, figured that road was going to go from place to place -- when it should have gone to Baseline Rd. That goes all the way across Vanderburgh County and into Warrick County and it is a clearly defined road. But they wanted to put it at Boonville-New Harmony and they did. I mean, it's their road, they made the rules. But this one is pretty incredible."

Commissioner Hunter said, "Let's work to get 'Boonville' back in Boonville-New Harmony."

Mr. Borries said, "I think we have to do that. John, thanks for letting us expound on all this. We're not frustrated with you, but certainly we do have some frustrations here that we wanted to share with somebody."

Commissioner Hunter stated, "It was suggested in my phone conversation that we take both names off and just put Exit 12 -- or whatever."

Mr. Borries said, "Now, wouldn't that be real cryptic -- Exit 12?"

'What's the name of the road? Trust us. Trust us. Take Exit 12. We make the rules. That is to paraphrase what they're saying. Take Exit 12."

RE: CONSENT AGENDA

Commissioner Borries entertained comments or a motion for approval concerning the Consent Items.

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

RE: OLD BUSINESS

Boonville-New Harmony Rd.: Commissioner Borries said we'll have to ask Joanne Matthews to research this -- but there was a meeting in 1993 (Commissioner Tuley had come on the Board) where there was a heavy lobbying effort from residents along the area known as Boonville-New Harmony Rd. -- the area we just finished talking about. What they were concerned about was that item that was in the T.I.P. Now, the T.I.P., I think, than something known as the Ten Commandments from time to time, because it is called the Transportation Improvement Program. And although the Commandments were supposed to have been written in stone, I think these probably were written in stone, too, because somehow I recall this Board telling the residents, 'Based on what you said -- you didn't want your road improved to the 3-R; you don't want the truck traffic through your neighborhood. You do want your road resurfaced. But this Board took a position to tell the EUTS Board (you know, we're part of that -- we pay part of the bills; we're elected officials who are responsible to the public outcry on this) to take this out of the TIP.? Am I wrong about that, Commissioner Hunter?"

Commissioner Hunter replied, "No, Sir. You're absolutely correct. And I think we had reaffirmed that since that original meeting. That the issue resurfaced again and I thought we went on record as requesting at the time that Boonville-New Harmony be taken out of the T.I.P. But apparently something went awry -- because I'm sure I saw it in there."

Commissioner Borries said, "I thought we wrote a letter requesting it be taken out."

Commissioner Hunter hastily concurred, saying he's certain the Board addressed the issue twice.

Commissioner Borries said, "Either Commissioner Tuley had asked the Director of EUTS about this -- or someone -- and they said, no, we can't take it out. Again, it must be something like the Ten Commandments. I don't know why we can't take it out -- but we can't take it out. But we're really not going to take it out. And here it is back in here. And it says Boonville-New Harmony Rd. is supposed to undergo rehabilitation, restoration, resurfacing from Green River Rd. west of St. Wendel and that this project may be completed in phases as funding becomes available. And it says the project is included in the 1994 2,000 staging period, but has been moved up because of the availability for funds for this type of project. I don't get it."

Mr. Hunter said, "We must not be on the same page."

Commissioner Borries continued, "I know planners and people should be insulted a bit from political moves and this and that and the other -- but, you know, you tell your planners the public and the people there don't want the road improved and we've studied this and listened to what they had to say -- and then we directed them to do this -- I don't know if the tail is wagging the dog or the cart is before the horse or what -- but I don't think we got our message across and I'm very dissatisfied with how this works. Do I have your permission? Or we'll ask President Tuley next time to again write a letter? The reason I brought this up, when we got the book a Mr. Gene Koch asked if we'd again make a statement to take this out of the TIP."

Mr. Hunter said, "This is the second time -- because Mr. Gene Koch called me at home."

Mr. Borries asked, "Where did I see him?"

Mr. Hunter said he was on the Data Board -- he's with Bristol-Myers. Auditor Sam Humphrey noted he is also the Treasurer of the Darmstadt Town Board. Mr. Hunter continued, saying this was the second phone call to him from Mr. Koch and he said, 'I know you guys said you'd take it out, but rumor has it that it is still in the program."

Mr. Borries asked, "Why can't we just take it out? Why don't we take it out? I don't understand what the deal is on that. I don't understand why we don't just take it out. We studied it. It was not popular. Why can't we take it out?"

Mr. Hunter interjected, "Why don't we do it this way. Maybe the third time is the charm. We've done it twice -- let's try it a third time."

Mr. Borries removed the pages of the program from his book and stated "I just took it out -- now I'm going to ask President Tuley to ask them one more time to take it out."

Mr. Borries said there may be more to this TIP. than we know. Once you get it, it's hard to get out.

Commissioner Hunter said, "Mr. Tuley said we're in charge. But the question is, who are we in charge of?"

**(Secretary's Note: Research of Commission Minutes subsequent to the meeting revealed that the removal of Boonville-New Harmony Rd. from the TIP and any other programs other than routine maintenance was discussed both in the Public Hearing on County Roads and the regular Commissioners Meeting on Monday, March 22, 1993 and again briefly in the Commission Meeting of Monday, March 29, 1993.)**

Commissioner Hunter continued, saying, "Isn't this an unbelievable meeting tonight? And we haven't brought up all the letters we've gotten this week in the mail."

Mr. Borries said he did reply to the Kentucky resident who thought the Commission was part of the Gestapo on Mr. Biggerstaff's property.

Mr. Hunter said, "She thought the County Commissioners were behaving themselves in a manner that was in the true sense of the Gestapo of the Hitler Regime. She was from Greenville, KY. And I just knew you were going to reply to that somehow."

Mr. Borries said, "I wanted to invite her up."

**RE: NEW BUSINESS**

**Pigeon Creek Greenbelt:** Mr. Hunter said he had a call today from Mr. Jack Green. He is on the Pigeon Creek Greenbelt Committee and he coordinates the students who serve on this. He asked if we would officially make changes of student appointments for the records. Several of these students graduated last spring, so he has new students on Board, as follows:

Mater Dei High School	Scott Richardville
Bosse High School	Miss Rachael Keating
Memorial High School	Lee Ann Ulrich
Evansville Day School	Norman Stremming

Mr. Hunter said he would move that the aforementioned students be appointed to the Pigeon Creek Greenway Project as representatives of their high schools.

Seconded by Commissioner Borries. So ordered. Mr. Borries also asked that Mr. Hunter forward the list of names to Ms. Matthews for her files.

President Borries entertained further matters of new business. There were none.

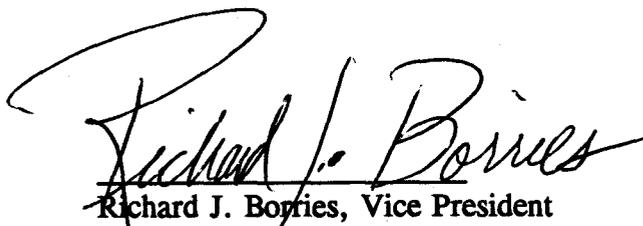
There being no further business to come before the Board, President Borries declared the meeting adjourned at 6:55 p.m.

PRESENT:

Richard J. Borries  
Don L. Hunter  
Sam Humphrey, County Auditor  
Alan M. Kissinger  
Mark Abell  
John Stoll/County Engineer  
Bill Morphew, County Hwy. Superintendent  
Kyle Foster/Evansville Press  
Richard Cappelletti, Data Processing  
Eric Williams/Deputy Sheriff  
Others (Unidentified)  
News Media

ABSENT: Patrick Tuley

SECRETARY: Joanne A. Matthews



Richard J. Borries, Vice President



Don L. Hunter, Member





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

RICHARD J. BORRIES

DON L. HUNTER

PATRICK TULEY

**AGENDA**

**VANDERBURGH COUNTY COMMISSIONERS  
September 6, 1994**

**5:30 P.M.**

**FINAL**

1. **CALL TO ORDER**
2. **INTRODUCTIONS**
3. **PLEDGE OF ALLEGIANCE**
4. **ACTION ITEMS**
  - A. Approval of Commissioner Minutes
  - B. Any group/individual wishing to address the commission
  - C. Authorization to advertise for bids/perform title search services in connection with 1994 tax sale
  - D. Richard Cappelletti/Director, Data Processing  
Request approval to sell surplus computer peripheral equipment
  - E. R. Michael Robling/Redevelopment Commission
    - 1) Approval of Ordinance Establishing the Vanderburgh County Redevelopment Authority
    - 2) Approval of U.S. 41 & Baseline Road Economic Development Area
5. **DEPARTMENT HEADS**

Alan Kissinger ----- County Attorney  
Mark Abell ----- Superintendent of County Buildings  
Bill Morphew ----- County Garage  
John Stoll ----- County Engineer

**6. CONSENT ITEMS**

**A. Travel/Education**

EMA (1) - to be paid from their funds

**B. Employment Changes**

\*lists are in folders

**C. Maintenance agreement for fax machine(Commissioners office)  
re: approval/signature**

**D. Claims for payment:**

1) Given & Spindler/mgt fee for Sept. 94.....\$ 4,241.00  
2) Given & Spindler/expenses reimbursement..... 5,165.71

**7. Scheduled Meetings - List attached**

**8. OLD BUSINESS**

**9. NEW BUSINESS**

**10. MEETING ADJOURNED**

COUNTY ENGINEER

CONSENT AGENDA

SEPTEMBER 6, 1994  
"REVISED"

1. CLAIMS:

CONTRACTUAL SERVICES 203-3930  
Alt & Witzig (Waterworks Road) \$ 892.50

ENGINEERING EQUIPMENT 203-4429  
Wal-Mart Stores (Inv. #4867995) \$ 7.16  
The Computery/MIBO, Inc. (Inv. #10459) \$ 90.00  
Ohio Valley Sound (Inv. #148157) \$ 2.49  
Asphalt Pavement Assoc. of Indiana \$ 15.00

LYNCH ROAD EXT 216-4827  
Bernardin Lochmueller (92-032-2(12)) \$ 28,070.70

LYNCH ROAD BRIDGES 203-4395  
Bernardin Lochmueller (92-032-2(12)) \$ 21,594.38

USI & SR 62 430 BOND  
Blankenberger Brothers (Est. #25) \$120,371.81  
Bernardin Lochmueller (Inv. #93-003-2(15)) \$ 37,414.20

# September 1994

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
4 247/118	5 248/117 Labor Day	6 249/116 12:00pm County Council Budget Hearing 4:00pm Exec. Session 5:30pm Commissioners	7 250/115 3:30pm County Council	8 251/114	9 252/113 Pay Day	10 253/112
11 254/111	12 255/110 3:30pm Dept. Head 4:30pm Solid Waste 5:30pm Commissioners	13 256/109 12:30pm County Council	14 257/108	15 258/107 5:00pm Pigeon Creek	16 259/106	17 260/105
18 261/104	19 262/103 4:00pm Exec. Session 5:30pm Commissioners 7:00pm Rezoning	20 263/102 9:00am Insurance Comm.	21 264/101	22 265/100 9:00am Steering Comm.	23 266/99 Pay Day	24 267/98
25 268/97	26 269/96 4:00pm Exec. Session 5:30pm Commissioners 6:30pm Drainage Brd.	27 270/95	28 271/94 3:30pm Personnel & Finance	29 272/93	30 273/92	

August

S	M	T	W	T	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

October

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

# ANDERBURGH COUNTY EMPLOYMENT CHANGES

Department

Cumulative Bridge 203

*sd*

## APPOINTMENTS MADE

NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
203 1990 Chad Jordan		Extra Help	\$7 00	<del>8/22/94</del> 8/26/94 <i>KH</i>

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY *John Stoll*

DATE 9/1/94

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department CIRCUIT COURT

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY		EFFECTIVE
260-1980	SUZANNE HEBERT-HAMILTON	EMP# 05564	INTERN	4.75	HR	8-14-94 ✓
260-1980	CHERIE EPLEY	EMP# 05618	PART-TIME CORRECTION OFFICER	7.00	HR	8-14-94 ✓

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY		EFFECTIVE
136.1-1990	MATTHEW MATTINGLY	EMP# 04692	PART-TIME CORRECTION OFFICER	7.00	HR	8-14-94 ✓
260-1980	MICHAEL BERGER	EMP# 05546	STILL PD 9/9/94 P.A. INTERN	4.75	HR	8-28-94
136-1980	SUZANNE HEBERT-HAMILTON	EMP# 05564	INTERN	4.75	HR	8-13-94 ✓
260-1980	CHERIE EPLEY	EMP# 05618	PART-TIME CORRECTION OFFICER	5.00	HR	8-13-94 ✓

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY *[Signature]*

DATE 8/30/94

JUDGE

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department VANDEBURGH COUNTY CORONER

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY		EFFECTIVE

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY		EFFECTIVE
1070-1970	Katrina K. Campbell	926 E. Gum St. Evansville, IN	Temp. Replac Secretary	8.0923	HR.	09/10/1994

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY *[Signature]*

DATE 9/1/94

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department CIRCUIT COURT

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY		EFFECTIVE
260-1980	BRIAN MORROW	EMP#	INTERN	4.75	HR.	8-22-94 ✓
260-1980	DIANNE BAUGHN	EMP#	INTERN	4.75	HR	8-15-94 ✓
505.01362-1990	TIMOTHY MYERS	EMP#	PART-TIME CORRECTION OFFICER	5.00	HR	8-22-94 ✓
260-1350	MICHAEL BERGER	EMP# 05546	PROBATION COUNSELOR	3.5485 7.381	HR AN	8-29-94 ✓

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY		EFFECTIVE
136.1-1980	JAY HILLE	EMP# 05044	INTERN	6.00	HR	8-12-94 ✓
276-1990	MINDY STURGEON	EMP# 05279	PART-TIME CORRECTION OFFICER	7.00	HR	8-7-94 ✓
136.1-1990	DAVID SNYDER	EMP# 05689	PART-TIME CORRECTION OFFICER	7.00	HR	8-8-94 ✓
136.1-1990	KIM LAIB	EMP# 05023	PART-TIME CORRECTION OFFICER	7.00	HR	8-10-94 ✓

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY *[Signature]*  
JUDGE

DATE 8/30/94

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department CIRCUIT COURT

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY		EFFECTIVE

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY		EFFECTIVE
505.0136Y-1180	EDWARD MONTPETIT	EMP# 03127	COMMUNITY SERVICE OFFICER	22.984	AN	9-16-94 ✓
505.0136Z-1320	EDWARD MONTPETIT	EMP# 03127	COMMUNITY SERVICE OFFICER	1.850	AN	9-16-94 ✓
136-1970	ELIZABETH PORTER	EMP# 04917	PART-TIME BAILIFF	5.00	HR	8-12-94 ✓
136-1970	CHAD GROVES	EMP# 04544	PART-TIME BAILIFF	5.00	HR	8-12-94 ✓

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY *[Signature]*  
JUDGE

DATE 8/30/94

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department Auditor

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
102-1260	Teresa Russler		Posting clk	15,336 00	8/29/94
102-1310	Gloria Blair		Posting clk	15,336 00	9/4/94

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY

*Cindy Nays*

DATE

August 29, 1994

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department Prosecutor - IVD Child Support Enforcement Division

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
1080 1980	Mary Clark	C/o Judge Brune's Off Superior Court	Court Reporter	fee	8-1-94 ✓

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
1081 199	Le Shel L. Reynolds	4135 Norwich Place Evansville, IN 47711	STILL PD 9/19/94 P.L. Temp. part-time Glerical	\$5 per hour	8-19-94
1081 199	Shannon Lynch	3911 Terra Trace Evansville, IN 47715	du.	do.	8-16-94 ✓
1080 1980	Richard Jewell		Other Help	-	8-26-94 ✓

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY

*Stanley M. Levco*  
Stanley M. Levco  
Vanderburgh County Prosecutor

DATE 30 August 1994

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department

BURDETTE PARK

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
1180	BRIAN JAMES DESKINS		GROUNDS CREW	5 00	8-17-94 ✓

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY

*Mark [unclear]*

DATE

*Sept 2, 94*

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department

Sheriff

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
10501130005	Randall Korff		Patrolman	14 9927 31185 00	9-2-94
10501750	" "		Clothing Allow	other	9-2-94
			<i>STILL PAID 9/9/94 PR</i>		

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY

*Ray Hamm*

DATE

*9-2-94*

CORRECTED AD

SPECIFICATION FOR BIDS

BY TITLE ABSTRACTORS TO PERFORM TITLE SEARCH SERVICES IN  
CONNECTION WITH  
1994 TAX SALES TO BE CONDUCTED BY VANDERBURGH COUNTY, INDIANA.

In Connection with the holding of tax sales of real estate which is subject of delinquent tax liens in Vanderburgh County, Indiana, Vanderburgh County will require the services of one title abstractor to perform title search services in connection with the subject properties or tracts. The date of completion of these services must be no later than FIVE(5) months after the date of the tax sale to be held October 3, 1994. The bidders for the performance of title search services must provide the following assurances in connection with their bids:

A. The bidder must set forth in summary fashion his, her or its background and qualifications for the conduct of the title search work which is required by specifications.

B. The bidder must provide proof of errors and omissions insurance coverage with a minimum policy limit of \$75,000 per occurrence (\$1,000) deductible permitted.

C. Each title search shall be conducted as to disclose all of the following information:

1. The names and, to the extent reasonably available, the last known address(es) of the owner or owners of the subject real estate or tract.
2. The names and, to the extent reasonably available, the addresses of all judgement creditors rendered against the subject real estate or tract, or against its owners, during the ten (10) years immediately last past unless judgment lien or liens have been released.
3. The names and, to the extent reasonably available, the addresses of the holders of all mortgage liens imposed on the real estate during the thirty years immediately last past, unless such mortgage lien or liens have been released.
4. The names and, to the extent reasonably available: the addresses of all other persons having a "substantial interest of public record," as that term is defined in IC 6-1.1-24-1.9, that would be affected by sale of that tract or real estate.

D. An attached example of the form of the written document which will be used by the bidder to report the results of the title search to Vanderburgh County Authorities.

E. The number of parcels of real estate which the bidder believes it is capable of completing title searches upon during the allotted time period.

F. The terms for payment of the search fees charged upon properties which are sold at the tax sale and which, therefore, may ultimately become titled in the purchaser or purchaser's assignee in the tax sale, or which may ultimately be redeemed by the current title holder.

Bids for these services must be submitted, along with a bid bond equal to 5% of the estimated total sum of the services bid upon, which bid bond shall be in favor of Vanderburgh County, Indiana, and which should be in the form of a cashier's check or in the form of a bond issued by an insurance or bonding company licensed to do business in the State of Indiana.

All bids shall be made in accordance with the forms and requirements of the Evansville vanderburgh County Joint Purchasing Department directives.

All bids shall be submitted in a sealed envelope and delivered to the Vanderburgh County Auditor's Office, Room 208, Civic Center Complex Attn: Joanne Matthews by Monday, September 26, 1994, no later than 5:30 p.m.

Board of Commissioners

By: Patrick Tuley, President



By: Richard J Borries, Vice President



By: Don Hunter, Member

ATTEST:

Sam Humphrey\Auditor  
Vanderburgh County

Courier & Press  
September 8 & 15

**NOTICE OF PUBLIC HEARING,  
ORDINANCE ESTABLISHING  
THE  
VANDERBURGH COUNTY  
REDEVELOPMENT  
AUTHORITY  
SEPTEMBER 12, 1994.  
NOTICE IS HEREBY GIVEN  
that the Board of Commis-  
sioners has scheduled a Pub-  
lic Hearing (Second Reading)  
at 5:30 p.m. on Monday, Sep-  
tember 12, 1994 in Room  
307, Civic Center Complex,  
Evansville, Indiana. The Ord-  
inance reads as follows:**

**ORDINANCE NO. \_\_\_\_\_  
OF  
BOARD  
COMMISSIONERS  
VANDERBURGH COUNTY  
WHEREAS, IC 36-7-14.6  
("Act") authorizes the legisla-  
tive body of a unit to create a  
redevelopment authority as a  
separate body corporate and  
politic and as an instrumen-  
tality of the unit to finance  
local public improvements  
for lease to the unit's redevel-  
opment commission;  
WHEREAS, the Vanderburgh  
County, Indiana ("County")  
Redevelopment Commission  
("Commission") has adopted a  
resolatory resolution estab-  
lishing an economic devel-  
opment area; and  
WHEREAS, the Board of Com-  
missioners is the legislative  
body of the County and now  
feels that it will be in the best  
interests of the County to cre-  
ate an instrumentality of the  
County under the Act to a  
separate body corporate and  
politic to finance local public  
improvements for lease to  
the Commission;**

*[Handwritten signature]*

**NOW, THEREFORE, BE IT OR-  
DAINED BY THE BOARD OF  
COMMISSIONERS OF THE  
COUNTY OF VANDER-  
BURGH, INDIANA:**

1. The County hereby creates a redevelopment authority under the Act to be known as the Vanderburgh County Redevelopment Authority ("Authority") as a separate body corporate and politic and as an instrumentality of the County.
  2. The Authority is organized for the following purposes:
    - (a) financing, constructing, and leasing local public improvements to the Commission;
    - (b) financing and construct- ing additional improvements to local public improvements owned by the Authority and leasing them to the Commission;
    - (c) acquiring all or a portion of one or more local public im- provements from the Com- mission by purchase or lease and leasing these local public improvements back to the Commission, with any addi- tional improvements that may be made to them;
    - (d) acquiring all or a portion of one or more local public im- provements from the Com- mission by purchase or lease to fund or refund indebted- ness incurred on account of these local public improve- ments to enable the Commis- sion to make a savings in debt service obligations or lease rental obligations or to obtain relief from covenants that the Commission considers to be unduly burdensome; and
    - (e) any other purpose permit- ted by Act, including the issu- ance of bonds to finance lo- cal public improvements.
  3. The Board of Directors of the Authority shall be com- posed of three members who are residents of the County and shall be appointed by the Board of Commissioners for three year terms.
  4. This ordinance is effective upon passage.
- Adopted this 11th day of September, 1994, by vote of 4 in favor, opposed.
- BOARD OF COMMISSIONERS OF THE COUNTY OF VANDERBURGH, INDIANA**  
 Pat Tuhey, President  
 Richard J. Serfling, Vice President  
 Dan Hunter, Member
- ATTEST:  
 Sam Hunsbrey, Auditor  
 Given & Passed September 10, 1994.



**NOTICE OF PUBLIC HEARING  
ORDINANCE ESTABLISHING  
THE  
VANDERBURGH COUNTY  
REDEVELOPMENT  
AUTHORITY.**

SEPTEMBER 12, 1994  
NOTICE IS HEREBY GIVEN  
that the Board of Commis-  
sioners has scheduled a Pub-  
lic Hearing (Second Reading)  
at 8:30 p.m. on Monday, Sep-  
tember 12, 1994 in Room  
207, Civic Center Complex,  
Evansville, Indiana. The Ord-  
inance reads as follows:  
ORDINANCE NO. \_\_\_\_\_

**BOARD OF  
COMMISSIONERS OF  
VANDERBURGH COUNTY**

WHEREAS, IC 36-7-14, 5  
("Act") authorizes the legisla-  
tive body of a unit to create a  
redevelopment authority as a  
separate body corporate and  
politic and as an instrumen-  
tality of the unit to finance  
local public improvements  
for lease to the unit's redevel-  
opment commission;

WHEREAS, the Vanderburgh  
County, Indiana (County) Redevelopment Commission  
("Commission") has adopted  
a declaratory resolution es-  
tablishing an economic de-  
velopment area; and

WHEREAS, the Board of Com-  
missioners is the legislative  
body of the County and now  
finds that it will be in the best  
interests of the County to cre-  
ate an instrumentality of the  
County under the Act as a  
separate body corporate and  
politic to finance local public  
improvements for lease to  
the Commission;



**NOW, THEREFORE, BE IT OR-  
DAINED BY THE BOARD OF  
COMMISSIONERS OF THE  
COUNTY OF VANDER-  
BURGH, INDIANA:**

1. The County hereby creates  
a redevelopment authority  
under the Act to be known as  
the Vanderburgh County Re-  
development Authority ("Au-  
thority") as a separate body  
corporate and politic and as  
an instrumentality of the  
County.

2. The Authority is organized  
for the following purposes:  
(a) financing, constructing,  
and leasing local public im-  
provements to the  
Commission;

(b) financing and construct-  
ing additional improvements  
to local public improvements  
owned by the Authority and  
leasing them to the  
Commission;

(c) acquiring all or a portion of  
one or more local public im-  
provements from the Com-  
mission by purchase or lease  
and leasing these local public  
improvements back to the  
Commission, with any addi-  
tional improvements that  
may be made to them;

(d) acquiring all or a portion of  
one or more local public im-  
provements from the Com-  
mission by purchase or lease  
to fund or refund indebted-  
ness incurred on account of  
these local public improve-  
ments to enable the Commis-  
sion to make a savings in debt  
service obligations or lease  
rental obligations or to obtain  
relief from covenants that the  
Commission considers to be  
unduly burdensome; and

(e) any other purpose permit-  
ted by Act, including the issue  
of bonds to finance lo-  
cal public improvements.

3. The Board of Directors of  
the Authority shall be com-  
posed of three members who  
are residents of the County  
and shall be appointed by the  
Board of Commissioners for  
three year terms.

4. This ordinance is effective  
upon passage.

Adopted this day of, 1994,  
by a vote of in favor, opposed.

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

Pat Tuley, President

Richard J. Borries, Vice  
President

Don Hunter, Member

Don Hunter, Auditor  
(Courtesy Press September  
16, 1994)

**Board of  
Commissioners  
of the County of Vanderburgh**

**AGENDA REQUEST**

**NAME OF REQUESTOR:** R. MICHAEL ROBLING <sup>MR</sup>  
**REQUESTOR TITLE:** DEPUTY EXECUTIVE DIRECTOR  
**DEPARTMENT:** REDEVELOPMENT COMMISSION  
**REQUEST BEING MADE:** Approval of Ordinance Establishing the  
Vanderburgh County Redevelopment  
Authority

Indiana's redevelopment laws provide for the establishment of a Redevelopment Authority in addition to a Redevelopment Commission. The primary purpose of a Redevelopment Authority is to finance local public improvements for lease to the redevelopment commission.

For the Azteca project, the 160 acres of land which the County will acquire will be transferred to the Redevelopment Authority which will issue to refunding bonds to repay the Citizens National Bank Bond Anticipation Note. The Redevelopment Authority will lease the land to the Redevelopment Commission, which will sublease it to Azteca.

The Board of Commissioners will need to appoint three (3) members to serve on the Redevelopment Authority.

**DATE TO BE PLACED ON AGENDA:** September 12, 1994

**ACTION REQUIRED:**

- 1.) Adoption of the attached Ordinance Establishing the Vanderburgh County Redevelopment Authority
- 2.) Appointment of 3 Redevelopment Authority members.

**NOTE:** If you will provide me with the names of the members to be appointed prior to the September 12th meeting, I will have the Certificates of Appointment ready for the Commissioners' signatures.

**ORDINANCE NO. \_\_\_\_\_**  
**BOARD OF COMMISSIONERS**  
**VANDERBURGH COUNTY**

WHEREAS, IC36-7-14.5 ("Act") authorizes the legislative body of a unit to create a redevelopment authority as a separate body corporate and politic and as an instrumentality of the unit to finance local public improvements for lease to the unit's redevelopment commission;

WHEREAS, the Vanderburgh County, Indiana ("County") Redevelopment Commission ("Commission") has adopted a declaratory resolution establishing an economic development area; and

WHEREAS, the Board of Commissioners is the legislative body of the County and now finds that it will be in the best interests of the County to create an instrumentality of the County under the Act as a separate body corporate and politic to finance local public improvements for lease to the Commission;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF VANDERBURGH, INDIANA:

1. The County hereby creates a redevelopment authority under the Act to be known as the Vanderburgh County Redevelopment Authority ("Authority") as a separate body corporate and politic and as an instrumentality of the County.
2. The Authority is organized for the following purposes:
  - (a) financing, constructing, and leasing local public improvements to the Commission;
  - (b) financing and constructing additional improvements to local public improvements owned by the Authority and leasing them to the Commission;
  - (c) acquiring all or a portion of one or more local public improvements from the Commission by purchase or lease and leasing these local public improvements back to the Commission, with any additional improvements that may be made to them;
  - (d) acquiring all or a portion of one or more local public improvements from the Commission by purchase or lease to fund or refund indebtedness incurred on account of those local public improvements to enable the Commission to make a savings in debt service obligations or lease rental obligations or to obtain relief from covenants that the Commission considers to be unduly burdensome; and:
  - (e) any other purposes permitted by the Act, including the issuance of bonds to finance local public improvements.

3. The Board of Directors of the Authority shall be composed of three members who are residents of the County and shall be appointed by the Board of Commissioners for three year terms.
4. This ordinance is effective upon passage.

Adopted this \_\_\_\_\_ day of \_\_\_\_\_, 1994, by a vote of \_\_\_\_\_ in favor, \_\_\_\_\_ opposed.

BOARD OF COMMISSIONERS OF THE COUNTY  
OF VANDERBURGH, INDIANA

\_\_\_\_\_  
Pat Tuley, President

\_\_\_\_\_  
Richard J. Borries, Vice President

\_\_\_\_\_  
Don Hunter, Member

ATTEST:

\_\_\_\_\_  
Sam Humphrey, Auditor

**Board of  
Commissioners  
of the County of Vanderburgh**

**AGENDA REQUEST**

**NAME OF REQUESTOR:** R. MICHAEL ROBLING  
**REQUESTOR TITLE:** DEPUTY EXECUTIVE DIRECTOR  
**DEPARTMENT:** REDEVELOPMENT COMMISSION  
**REQUEST BEING MADE:** Approval of U.S. 41 & Baseline Road  
Economic Development Area

On August 25, 1994, the Vanderburgh County Redevelopment Commission adopted a Declaratory Resolution concerning the U.S. 41 and Baseline Road Economic Development Area for the Azteca project.

The Area Plan Commission has reviewed the Declaratory Resolution and Economic Development Plan and on September 7, 1994 issued its approving order.

Approval by the Board of Commissioners is required before the Redevelopment Commission can hold its public hearing and finalize its action on the Plan.

Redevelopment Commission member Eric Williams will be available to address the Commissioners on this topic.

**DATE TO BE PLACED ON AGENDA:** September 12, 1994

**ACTION REQUIRED:** Adoption of the attached Resolution approving the U.S. 41 and Baseline Road Economic Development Area

**RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF VANDERBURGH COUNTY  
CONCERNING THE U.S. 41 AND BASELINE ROAD  
ECONOMIC DEVELOPMENT AREA**

Whereas, the Vanderburgh County Redevelopment Commission, on the 25th day of August, 1994, adopted a Declaratory Resolution concerning the establishment of the U.S. 41 and Baseline Road Economic Development Area; and

Whereas, Indiana's redevelopment statute, IC 36-7-14, requires approval of said Declaratory Resolution by the Board of Commissioners before the Vanderburgh County Redevelopment Commission may proceed with the Economic Development Plan; and

Whereas, the Area Plan Commission of Evansville and Vanderburgh County, Indiana has reviewed said Declaratory Resolution and Economic Development Plan, pursuant to IC 36-7-14-16, and has issued its written order approving the Declaratory Resolution and Economic Development Plan; and

Whereas, the Board of Commissioners has reviewed the Declaratory Resolution and its supporting Factual Report and Economic Development Plan for the U.S. 41 and Baseline Road Economic Development Area.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of Vanderburgh County, Indiana, that the Declaratory Resolution and Economic Development Plan for the U.S. 41 and Baseline Road Economic Development Area are hereby approved.

Adopted this \_\_\_\_\_ day of September, 1994

**Board of Commissioners  
of Vanderburgh County, Indiana**

\_\_\_\_\_  
Patrick Tuley, President

\_\_\_\_\_  
Richard J. Borries, Vice President

\_\_\_\_\_  
Don Hunter, Member

ATTEST:

\_\_\_\_\_  
Sam Humphrey, Auditor

VANDEBURGH COUNTY  
REDEVELOPMENT AUTHORITY

BY-LAWS

I. MEETINGS

1. Regular meetings shall be held on the first \_\_\_\_\_ of each month unless otherwise decided by the members and at such place as designated by the membership.
2. A quorum shall consist of two (2) of the total of three (3) members.
3. A quorum shall be necessary for a meeting to take place.
4. The order of business shall be as follows:
  - (a) Roll Call
  - (b) Reading of Minutes
  - (c) Reading and signing of Claims
  - (d) Reports
  - (e) Old Business
  - (f) New Business
  - (g) Adjournment
5. Recess or suspension of any regularly scheduled meeting may be accomplished by a quorum of the members.
6. Special meetings may be called by the President. In the absence of the President at a regularly scheduled meeting, the Vice President may call special meetings.

II. ELECTIONS

1. Nominations for offices shall be made from the floor. Persons who are absent may be nominated in absentia if their permission is obtained prior to the meeting held for nominations. Each nomination for office should be seconded by another member.
2. The names of the candidates for various offices, and a list of nominations shall be recorded by the secretary and made a permanent part of the minutes.
3. Officers will be elected by a majority vote of the total membership.

IDD09AB8

### III. DUTIES OF OFFICERS

1. The President shall preside at all meetings, sign all official documents, and shall fulfill all other duties as specifically prescribed herein.
2. The Vice President shall assist the President at meetings. In the absence of the President, he shall have all the powers of the President and fulfill all the duties of that office.
3. The Secretary shall sign all official documents.

### IV. AMENDMENTS

These By-Laws may be amended with the approval of two (2) or more members.

**CERTIFICATE OF APPOINTMENT**

We hereby certify that we are the Board of Commissioners of Vanderburgh County, Indiana. We hereby appoint \_\_\_\_\_, a resident of the County of Vanderburgh, as a member of the Board of Directors of the Vanderburgh County Redevelopment Authority to serve a term commencing immediately and ending on \_\_\_\_\_, 1997.

IN WITNESS WHEREOF, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

**BOARD OF COMMISSIONERS OF  
VANDERBURGH COUNTY**

\_\_\_\_\_  
President

\_\_\_\_\_  
Member

\_\_\_\_\_  
Member

IDD09A.B9

OATH OF OFFICE

STATE OF INDIANA )  
 )SS:  
COUNTY OF VANDERBURGH )

I, \_\_\_\_\_, do solemnly swear that I will support the Constitution of the United States and the Constitution of the State of Indiana, and that I will faithfully, honestly, and impartially discharge the duties of the office as a director of the Vanderburgh County Redevelopment Authority, according to law, and to my best knowledge and judgment, so help me God.

I hereby certify that I am a resident of Vanderburgh County.

\_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1994.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed)

\_\_\_\_\_  
(Title)

IDD09AB9

# ECONOMIC DEVELOPMENT PLAN

for the U.S. 41 and Baseline Road  
Economic Development Area

Warrick County Redevelopment Commission

Evansville, Indiana

August 1994

## Resolution No. 94-01

### Declaratory Resolution of the Vanderburgh County Redevelopment Commission concerning the U.S. 41 & Baseline Road Economic Development Area

Whereas, the Vanderburgh County ("County") Redevelopment Commission ("Commission") has investigated, studied and surveyed economic development areas within the corporate boundaries of the County; and

Whereas, the Commission has selected an economic development area to be developed under IC 36-7-14 and IC 36-7-25 (collectively, the "Act"); and

Whereas, the Commission has prepared an economic development plan ("Plan") for the selected economic development area, which Plan is attached to and incorporated by reference in this resolution; and

Whereas, the Commission has caused to be prepared:

(1) Maps and plats showing:

(A) the boundaries of the economic development area, the location of various parcels of property, streets, alleys, and other features affecting the acquisition, clearance, replatting, replanning, rezoning or economic development of the area, indicating any parcels of property to be excluded from the acquisition; and

(B) the parts of the acquired areas that are to be devoted to public ways, levees, sewerage, parks, playgrounds, and other public purposes under the Plan; and

(2) Lists of the owners of the various parcels of property proposed to be acquired; and

(3) An estimate of the cost of acquisition, redevelopment and economic development; and

Whereas, IC 36-7-14-39.3 authorizes the Commission to designate a "designated taxpayer," if the Commission finds that:

(1) The taxes to be derived from the taxpayer's depreciable personal property in the allocation area, in excess of the taxes attributable to the base assessed value of that personal property, are needed to pay debt service on bonds issued under IC 36-7-14-25.1, or to make payments on leases payable under IC 36-7-14-25.1, in order to provide public improvements for a particular allocation area;

(2) The taxpayer's property in the allocation area consists primarily of industrial, manufacturing, warehousing, research and development, processing, distribution or transportation related projects; and

(3) The taxpayer's property in the allocation area does not consist primarily of retail, commercial or residential projects; and

Whereas, IC 36-7-14-39.3 authorizes the Commission to modify the definition of property taxes in IC 36-7-14-39(a) for the purposes of including taxes imposed under IC 6-1.1 on the depreciable

personal property of a designated taxpayer within the allocation provision included in a declaratory resolution; and

Whereas, the Commission has caused to be prepared a factual report ("Report") in support of the findings contained in this resolution, which Report is attached to and incorporated by reference in this resolution;

NOW, THEREFORE, be it resolved by the Commission that:

1. The Commission has selected as an economic development area an area within its corporate boundaries, which area the Commission is hereby designating as the U.S. 41 & Baseline Road Economic Development Area ("Area"), and which Area is described in Exhibit A.

2. The Commission finds that the Plan for the Area promotes significant opportunities for the gainful employment of the citizens of the County; attracts major new business enterprises to the County; benefits the public health, safety, morals and welfare of the citizens of the County; increases the economic well-being of the County and the State of Indiana; and serves to protect and increase property values in the County and the State of Indiana.

3. The Commission finds that the Plan cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to the powers allowed the Commission under IC 36-7-14 because of the lack of public improvements and multiple ownership of land.

4. The Commission finds that the accomplishment of the Plan will be of public utility and benefit as measured by the attraction and retention of permanent jobs; an increase in the property tax base; and the improved diversity of the economic base.

5. The Commission proposes to acquire interests in real property within the boundaries of the Area as shown in the Plan.

6. The Commission estimates that the cost of implementing the Plan will not exceed Three Million Five Hundred Dollars (\$3,500,000.00).

7. The Commission finds that one household will be displaced by the project resulting from the Plan. That household is a renter household and has known for several years that the property was for sale and that it would have to relocate at such time as the property was sold. Both parties to the property transaction that caused this displacement are non-public entities. Therefore, the Commission finds that it does not need to give consideration to transitional and permanent provisions for adequate housing for the residents of the Area.

8. This paragraph shall be considered the allocation provision for the purposes of IC-36-7-14-39. The entire U.S. 41 & Baseline Road Economic Development Area shall constitute an allocation area as defined in IC 36-7-14-39. Any property taxes levied on or after the effective date of this resolution by or for the benefit of any public body is entitled to a distribution of property taxes on taxable property in the allocation area shall be allocated and distributed in accordance with IC 36-7-14-39.

9. (a) The Commission designates as a "designated taxpayer", Azteca Milling Company.

(b) The Commission finds that:

- (1) The taxes to be derived from the designated taxpayer's depreciable personal property and from all other depreciable personal property located on the designated taxpayer's site of operation within the allocation area, in excess of the taxes attributable to the base assessed valuation of that personal property, are needed to pay debt service or provide security for bonds proposed to be issued under IC 36-7-14-25.1, or to make payments or provide security on leases payable under IC 36-7-14-25.2, in order to provide local public improvements in the allocation area, as shown in the Factual Report;
- (2) The designated taxpayer's property in the allocation area consists primarily of industrial and manufacturing projects; and
- (3) The designated taxpayer's property in the allocation area will not consist primarily of retail, commercial or residential projects.

10. All of the rights, powers, privileges, and immunities that may be exercised by the Commission in a Redevelopment or Urban Renewal Area may be exercised by the Commission in the U.S. 41 & Baseline Road Economic Development Area, subject to the limitations of IC 36-7-14-43.

11. The presiding officer of the Commission is hereby authorized and directed to submit this resolution, the Plan and the Report to the Evansville-Vanderburgh County Area Plan Commission for its approval.

12. The Commission directs the presiding officer to publish notice of the adoption and substance of this resolution in accordance with IC 5-3-1-4 and to file notice with the building commissioner and any departments or agencies of the County concerned with County planning, zoning variances, land use or the issuance of building permits. The notice must state that maps and plats have been prepared and can be inspected in the office of the City of Evansville Department of Metropolitan Development which serves as the office of the Commission and must establish a date when the Commission will receive and hear remonstrances and objections from persons interested in or affected by the proceedings pertaining to the proposed project and will determine the public utility and benefit of the proposed project. Copies of the notice must also be filed with the officer authorized to fix budgets, tax rates and tax levies under IC 6-1.1-17-5 for each taxing unit that is either wholly or partly located within the allocation area.

13. The Commission also directs the presiding officer to prepare or cause to be prepared a statement disclosing the impact of the allocation area, including the following:

(A) The estimated economic benefits and costs incurred by the allocation area, as measured by increased employment and anticipated growth of real property, personal property and inventory assessed values; and

(B) The anticipated impact on tax revenues of each taxing unit that is either wholly or partly located within the allocation area. A copy of this statement shall be forwarded to each such taxing unit with a copy of the notice required under Section 17 of the Act.

14. The Commission further directs the presiding officer to submit this resolution to the Board of Commissioners for its approval of the establishment of the Area.

15. This Resolution shall be effective as of its date of adoption.

Adopted August 25, 1994.

Vanderburgh County Redevelopment  
Commission

John F. David  
President

John T. Sloan  
Vice President

Brett A. Schulteis  
Secretary

John F. ...  
Member

E. R. ...  
Member

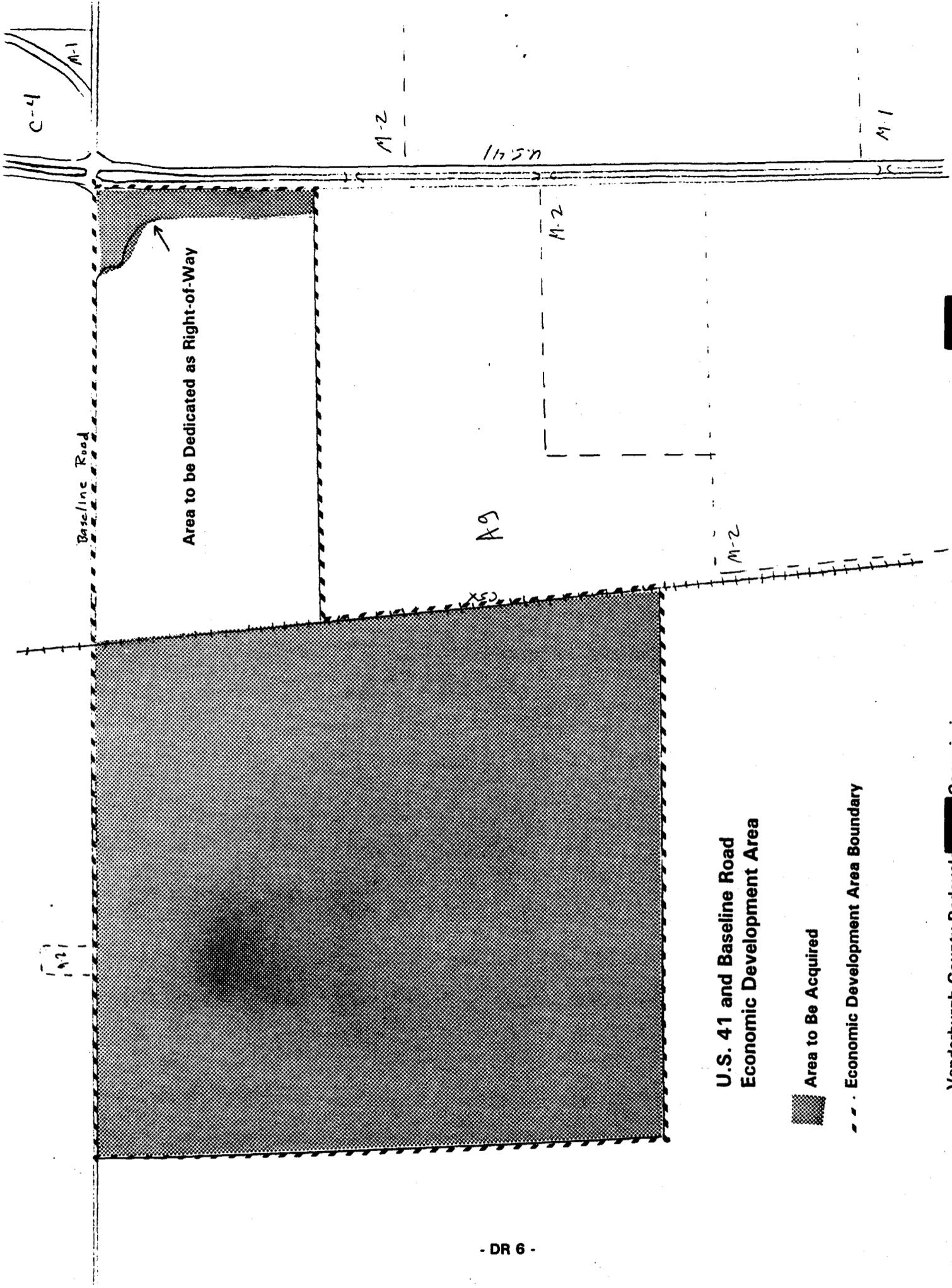
ATTEST:

Brett A. Schulteis  
Secretary

**EXHIBIT A**

**Description of the  
U.S. 41 and Baseline Road  
Economic Development Area**

Beginning at the southwest corner of the intersection of the west right-of-way line of U.S. 41 and the centerline of Baseline Road; thence southerly along the west right-of-way line of U.S. 41 for a distance of approximately One Thousand feet (1000'); thence westerly a distance of Two Thousand Seventeen and Fifteen Hundredths feet (2017.15') to the centerline of the CSX Transportation right-of-way; thence southerly along the centerline of the CSX right-of-way a distance of One Thousand Seven Hundred Sixty and Fifty-Five Hundredths feet (1760.55"); thence west Two Thousand Six Hundred Forty-Seven and Ninety-Five Hundredths feet (2647.95'); thence northerly Two Thousand Seven Hundred Thirty-Three and Eighty Hundredths feet (2733.80') to the centerline of Baseline Road; thence easterly along the centerline of Baseline Road a distance of Four Thousand Five Hundred Thirty and Eighty-Five Hundredths feet (4530.85') to the west right-of-way line of U.S. 41, the point of beginning; containing 207.277 acres  $\pm$ .



- DR 6 -

**U.S. 41 and Baseline Road  
Economic Development Area**

-  Area to Be Acquired
-  Economic Development Area Boundary

## List of Owners of Property Proposed to Be Acquired

### 160 Acre Parcel

Current Owner: Ralph Rexing

To be acquired from Ralph Rexing by Board of Commissioners of Vanderburgh County. Will be transferred to Vanderburgh County Redevelopment Authority, which will lease it to Vanderburgh County Redevelopment Commission.

### Frontage Road Right-of-Way

Current Owner: Bernard & Renate Rexing

To be acquired from Bernard & Renate Rexing by Evansville Industrial Foundation, Inc. Evansville Industrial Foundation will then transfer title to Southern Indiana Properties, Inc. Southern Indiana Properties, Inc. will transfer property to Southern Indiana Gas & Electric Company (SIGECO). SIGECO will dedicate the right-of-way for the frontage road.

**Factual Report in Support of Findings  
Contained in Resolution No. 94-1 of the  
Vanderburgh County Revelopment Commission**

**U.S. 41 & Baseline Road Economic Development Area**

1. The Plan for the U.S. 41 & Baseline Road Economic Development Area will promote significant opportunities for the gainful employment of citizens of Vanderburgh County ("County") as follows:

The Plan will assist in the development of local public improvements necessary to induce Azteca Milling Company to construct and equip a white corn milling facility at a cost in excess of \$40 million. Said facility will employ 175 persons with an annual payroll of approximately \$3,500,000.

2. The Plan will attract a major new business enterprise to, or will retain or expand an existing significant business enterprise in the County as follows:

The Plan will induce Azteca Milling Company to construct and equip a white corn milling facility at a cost in excess of \$40 million.

3. The planning, replanning, development, and redevelopment of the U.S. 41 & Baseline Road Economic Development Area will benefit the public health, safety, morals and welfare; increase economic well being of the County and the State of Indiana; and serve to protect and increase property values in the County and the State of Indiana as follows:

The project will result in a private investment in excess of \$40 million. It will create 175 new jobs with an annual payroll of \$3,500,000. It will generate an estimated \$5,343,000 in property taxes and approximately \$325,000 in County Option Income Taxes for Vanderburgh County and \$1,200,000 in gross income taxes and \$580,000 in sales taxes for the State of Indiana over a ten (10) year period.

The project will purchase \$15 million worth of corn from within a 40 mile radius of the project area as well as the projected purchase of \$3,000,000 for other goods and services from local suppliers annually.

4. The Plan for the U.S. 41 & Baseline Road Economic Development Area cannot be achieved by regulatory processes or by the ordinary operation of private enterprise without resort to IC 36-7-14 (the redevelopment statute) because of the lack of local public improvements, existence of conditions that lower the value of the land below that of nearby land, and multiple ownership of land because:

The lack of public improvements along Baseline Road, the need for intersection improvements at U.S. 41 and Baseline Road, the need for a railroad siding to serve the Azteca site, and the need for a land disposal system for the treatment and disposal of wastewater resulting from Azteca's corn milling processes.

5. The accomplishment of the Plan for the U.S. 41 & Baseline Road Economic Development Area will be of public utility and benefit as measured by:

- (1) The attraction of an estimated 175 permanent jobs;

(2) An estimated increase in the property tax base of \$13,333,000 assessed valuation (\$2,667,000 real estate and \$10,666,000 depreciable personal property); and

(3) Improved diversity of the economic base as follows:

The addition of a new industry to the local economy which complements one sector of the existing economic base of the area - agriculture.

6. The Commission estimates that it will need to issue bonds or enter into a lease financing of approximately \$1,650,000 to implement the Plan. Tax increment derived from the designated taxpayer's (Azteca Milling Company) taxes on increases in depreciable personal property will be needed to pay debt service or lease rentals. See Schedule of Projected Tax Increment from Azteca Milling Company on next page.

Schedule of Projected Tax Increment from Azteca Milling Company

Year Payable	Real Estate Increment	Personal Property Increment	Total Projected Increment	Projected Bond Payments
1996	\$ 0	\$ 0	\$ 0	\$185,996
1997	1,460	0	1,460	188,318
1998	10,230	147,950	158,180	185,238
1999	27,760	49,320	77,080	187,138
2000	45,290	0	45,290	188,560
2001	61,360	0	61,360	189,510
2002	73,050	16,440	89,490	184,972
2003	84,730	65,760	150,490	185,352
2004	96,420	115,080	211,500	190,252
2005	106,650	147,950	254,600	189,232
2006	112,490	164,390	276,880	187,782
2007	116,870	246,590	363,460	185,902
2008	116,870	246,590	363,460	188,464
2009	116,870	246,590	363,460	190,151
2010	116,870	246,590	363,460	185,963
2011	116,870	246,590	363,460	186,063
2012	116,870	246,590	363,460	190,263
2013	116,870	246,590	363,460	188,113
2014	116,870	246,590	363,460	185,063
2015	116,870	246,590	363,460	185,725

Projections of increment for Real Estate and Personal Property assume 10 year tax abatement.

Projections prepared by H.J. Umbaugh & Associates, Certified Public Accountants

# **ECONOMIC DEVELOPMENT PLAN FOR THE U.S. 41 AND BASELINE ROAD ECONOMIC DEVELOPMENT AREA**

## **Vanderburgh County Redevelopment Commission**

### **Purpose and Introduction**

This document is the Economic Development Plan ("Plan") for the U.S. 41 and Baseline Road Economic Development Area ("Economic Development Area") for Vanderburgh County, Indiana ("County"). It is intended for approval by the Area Plan Commission of Evansville and Vanderburgh County ("Area Plan Commission"), the Board of Commissioners of Vanderburgh County, and the Vanderburgh County Redevelopment Commission ("Redevelopment Commission") in conformance with IC 36-7-14.

### **Project Objectives**

The purposes of the Plan are to benefit the public health, safety, morals and welfare of the citizens of the County; increase the economic well-being of the County and the State of Indiana; and serve to protect and increase property values in the County and the State of Indiana. The Plan is designed to promote significant opportunities for the gainful employment of citizens of the County, attract a major new business enterprise to the County, provide for local public improvements in the U.S. 41 and Baseline Road Economic Development Area, resolve problems associated with the multiple ownership of land, attract and retain permanent jobs, increase the property tax base, and improve the diversity of the economic base of the County.

The factual report attached to this Plan contains the supporting data for the above declared purposes of action.

### **Description of Project Area**

The U.S. 41 and Baseline Road Economic Development Area is located in the County and is described as that area contained in the maps and plats attached to this Plan. The general description of the area is as follows:

A 46 acre tract of land located at the southwest corner of the intersection of U.S. 41 and Baseline Road and extending to the south One Thousand Feet and to the west to the CSX railroad tracks; and an adjacent 160 acre parcel located west of the CSX tracks and south of Baseline Road, extending approximately Two Thousand Seven Hundred Sixty-Four Feet (2764') south of Baseline Road along the centerline of the CSX right-of-way and extending approximately Two Thousand Four Hundred Twenty-Nine Feet (2429') west of the centerline of the CSX right-of-way.

### **Project Description**

The economic development of the U.S. 41 and Baseline Road Economic Development Area will be developed in one (1) phase, described as follows:

The 46 acre tract is being leased by Azteca Milling Company as a private real estate transaction, not involving the Redevelopment Commission or any other governmental agency. It is on this tract of land that Azteca will construct its \$40+ million corn milling facility.

The 160 acre tract located west of the CSX railroad tracks is being acquired by the Vanderburgh County Board of Commissioners. It will subsequently be acquired from the County by the yet to be established Vanderburgh County Redevelopment Authority

("Redevelopment Authority"). The Redevelopment Commission will lease the tract from the Authority and sublease the tract to Azteca Milling Company ("Azteca"), which will utilize the tract for the land application of processing wastewater resulting from its corn milling operation. Azteca will construct a wastewater pretreatment facility to pretreat the water before it is applied to the land. Azteca will grow a grass crop on this land and harvest it as hay.

A number of public infrastructure improvements are needed in support of the Azteca project. They include:

Construction of a right turn lane for southbound U.S. 41 at Baseline Road.

Widen Baseline Road west of U.S. 41 from 20 feet to 24 feet ( 2 12-foot lanes) with 2 foot shoulders for a distance of 1,950 feet.

Reconstruction of two box culverts in association with the Baseline Road widening.

Construction of a frontage road approximately 1,400 feet in length to be located south of Baseline Road and running parallel with U.S. 41.

Construction of an 1,800 foot railroad siding to serve the 45 acre tract.

Extension of water and sewer lines to serve the 45 acre tract.

#### **Acquisition of Property**

In order to accomplish the Project, as described above, the Vanderburgh County Board of Commissioners in the process of acquiring the 160 acre parcel located west of the CSX railroad right-of-way. The Vanderburgh County Redevelopment Authority will acquire this land from the County and lease it to the Redevelopment Commission.

The right-of-way for the frontage road will be dedicated by Southern Indiana Gas and Electric Company.

The Redevelopment Commission shall follow procedures in IC 36-7-14-19 in the acquisition of property. The Redevelopment Commission may not exercise the power of eminent domain in an economic development area.

#### **Procedures with respect to Projects**

In accomplishing the Projects, the Redevelopment Commission may proceed with the Projects before the acquisition of all interests in land in the U.S. 41 and Baseline Road Economic Development Area.

All contracts for material or labor in the accomplishment of the Projects shall be let under IC 36-1.

In the planning and rezoning of real property acquired or to be used in the accomplishment of the Plan; the opening, closing, relocation and improvement of public ways; and the construction, relocation, and improvement of sewers and utility services; the Redevelopment Commission shall proceed in the same manner as private owners of the property. The Redevelopment Commission may negotiate with the proper officers and agencies of the County to secure the proper orders, approvals and consents.

Any construction work required in connection with the Projects may be carried out by the appropriate municipal or county department or agency. The Redevelopment Commission may carry out the construction work if all plans, specifications, and drawings are approved by the appropriate department or agency and the statutory procedures for the letting of the contracts by the appropriate department or agency are followed by the Redevelopment Commission.

The Redevelopment Commission may pay any charges or assessments made on account of orders, approval, consents, and construction work with respect to the Projects or may agree to pay those assessments in installments as provided by statute in the case of private owners.

None of the property acquired for the Projects may be set aside and dedicated for public ways, parking facilities, sewers, levees, parks or other public purposes until the Redevelopment Commission has obtained the consents and approval of the department or agency under whose jurisdiction the property will be placed.

#### **Financing of the Projects**

It is the intention of the Redevelopment Commission to issue bonds payable from incremental ad valorem property taxes allocated under IC 36-7-14-39 in order to raise money for the property acquisition and completion of the Projects in the U.S. 41 and Baseline Road Economic Development Area. The amount of these bonds may not exceed the total, as estimated by the Redevelopment Commission of all expenses reasonably incurred in connection with the projects, including:

- (1) The total cost of all land, rights-of-way, and other property to be acquired and developed;
- (2) All reasonable and necessary architectural, engineering, legal, financing, accounting, advertising, bond discount and supervisory expenses related to the acquisition and development of the Projects or the issuance of the bonds; and
- (3) Interest (not to exceed 5 years from the date of issuance) and a debt service reserve for the bonds to the extent the Redevelopment Commission determines that a reserve is reasonably required.

In the issuance of bonds the Redevelopment Commission will comply with IC 36-7-14-25.1.

In the alternative, the Redevelopment Commission may enter into a lease of any property that could be financed with the proceeds of bonds under IC 36-7-14. The lease is subject to the provisions of IC 36-7-14-25.2 and IC 36-7-14-25.3.

#### **Amendment of the Plan**

By following the procedures specified in IC 36-7-14-17.5, the Redevelopment Commission may amend the Plan for the U.S. 41 and Baseline Road Redevelopment Area. However, any enlargement of the boundaries must be approved by the Board of Commissioners.

**DATA PROCESSING REVIEW BOARD**  
City of Evansville/Vanderburgh County  
Civic Center Complex, Room 205  
1 NW Martin Luther King Jr. Blvd.  
Evansville, Indiana 47708

**A G E N D A   R E Q U E S T**

**NAME OF REQUESTOR:** Richard Cappelletti

**REQUESTOR TITLE:** Director

**DEPARTMENT:** Data Processing

**REQUEST(S) BEING MADE:**

- Request approval to sell surplus computer peripheral equipment, specifically eighteen (18) DEC LN03 laser printers to the WAXWORKS, Owensboro, KY. Letter submitted 8/31/94 and is attached.

**DATE TO BE PLACED ON AGENDA:**

County Commissioners

Tuesday, September 6, 1994

**ACTION**   X        **CONSENT**         **OTHER**



**COMPUTER SERVICES DEPARTMENT**  
**City of Evansville/Vanderburgh County**  
Civic Center Complex, Room 205  
1 NW Martin Luther King Jr. Blvd.  
Evansville, Indiana 47708  
Fax (812) 435-5646

Larry Ice, CIR Courts  
(812) 435-5608

Debra Goodall, CIR Financial  
(812) 435-5644

Menzie Strickland, Programmer/Analyst  
(812) 435-5242

P.R. Cappelletti, Director  
(812) 435-5750

Jodi Pickett, Administrative Assistant  
(812) 435-5233

Joseph Profaizer, Sr. Systems Manager  
(812) 435-5245

Louise Bellido, Operations Specialist  
(812) 435-5749

Tim VanCleave, Micro-computer Specialist  
(812) 435-5751

August 31, 1994

Mr. Pat Tuley  
Vanderburgh County Commissioner's  
1 NW Martin Luther King Jr. Blvd  
Evansville, Indiana 47708

Dear Pat:

At the recent opening and subsequent award of public bid #CE9421, new laser printers were purchased to replace the aging LN03 printers in use within the County Courts building. The new printers have been received and installed and the old printers removed and placed in storage within the Civic Center Complex.

After making numerous phone calls attempting to find a potential buyer for the used LN03 Laser printers (quantity 18), we have located an interested buyer. The WAXWORKS, represented by Mr. Bob Goerz, Data Operations Manager, in Owensboro Kentucky has made an offer of \$50 per printer, \$900 total. Considering the esoteric nature of the equipment and lack of other buyers, I am requesting approval and authority to sell these used pieces of equipment to the WAXWORKS. This offer is reasonable and acceptable in my opinion. The list of equipment, by serial number is attached to this letter.

As the replacement printers were purchased from County funds, from account 1300-3860, I also respectfully request that the funds, upon receipt, be received and deposited back to that account. The check will be made payable to the Vanderburgh County Commissioners.

Sincerely,

A handwritten signature in cursive script, appearing to read 'P. Cappelletti', written in black ink.

---

P.R. Cappelletti, Director



# MEMORANDUM

TO: P.R. Cappelletti, Director SCT - Computer Services  
FROM: Larry Ice, CIR Courts SCT - Computer Services  
DATE: August 16, 1994  
SUBJECT: LN03 Serial Numbers

Room Number	Serial Number
C114	RG94896173
C116	RG94896171
C120	RG96166
C122	RG94795147
C126	RG94896168
C127	HY30567
C127	RG94896165
C127	RG94896167
C201	RG94795151
C210	RG94896133
C210	RI52880 ??
C223	RG96170
C225	RG94896163
C225	RG94896169
A108	RG94896164
A205	RG94795150
A205	RG94896161
VCCC	RG94896162



## VANDERBURGH COUNTY ENGINEERING DEPARTMENT

201 Northwest Fourth Street · Suite 307  
Old Vanderburgh County Courthouse  
Evansville, Indiana 47708 · Tel. (812) 424-9603

### Agenda for September 6, 1994

- 20/213
1. Travel request for Tim Spurling to attend "Pavement Management System For Local Governments" seminar in Indianapolis on Sept. 15-16. *Will be using County Vehicle*
  2. Council call request for transfers:  
\$1,979 from Rent to Engineering Equipment  
\$351 from Orchard Road Bridge to Engineering Equipment  
\$20,000 from Lynch Road to Contractual Services
- 218/220

TRAVEL REQUEST FORM  
FOR  
COUNTY OFFICIALS, DEPARTMENT HEADS AND EMPLOYEES

DATE OF REQUEST: 9/6/94 DEPARTMENT: COUNTY ENGINEERING DEPT.

EMPLOYEE (S): TIM SPURLING  
\_\_\_\_\_  
\_\_\_\_\_

DATES OF TRAVEL: 9/5/94 - 9/16/94

DESTINATION: INDIANAPOLIS

PURPOSE: "PAVEMENT MANAGEMENT SYSTEM FOR LOCAL GOVERNMENTS" SEMINAR

Proof (Copy of brochure or letter) must be attached.

LODGING REQUIRED: N/A

MEANS OF TRAVEL: \_\_\_\_\_  
COUNTY VEHICLES NUMBER: 90  
OTHER: \_\_\_\_\_

REIMBURSEMENT CLAIMED:

_____	Mileage	_____	Parking
<input checked="" type="checkbox"/>	Per Diem	<input checked="" type="checkbox"/>	Registration
_____	Air Fare	_____	Other

APPROVED: John Stoll  
Department Head

APPROVED: \_\_\_\_\_  
Office Holder

APPROVED BY:  
VANDERBURGH COUNTY COMMISSIONERS this 6<sup>th</sup> day of September, 19 94.

\_\_\_\_\_  
Patrick Tuley, President  
Richard J. Borries  
Richard J. Borries, Vice-President  
Don L. Hunter  
Don L. Hunter, Member

Thursday, September 15

9:15 AM

**Welcome/Program Introduction**

**Purpose of Pavement Management Systems**

Lloyd Bandy, Executive Director

Asphalt Pavement Association

9:30 - 11:00 AM

**Pavement Management**

**What is it?**

**Benefits, why should I?**

**Are Systems Complex?**

**How Do I Get Started?**

Richard Deighton,

Deighton Associates, Ontario, Canada

11:15 - 11:45 AM

**Roadway Management System**

**Benefits**

**Allocation of Resources**

**Aid in Setting Priorities**

**Workable Systems**

**Assistance from INDOT**

John Weaver, Pavement Management Engineer,

Indiana Department of Transportation

12:00 - 1:15 PM

LUNCH

1:15 - 3:30 PM

**Local Pavement Management Systems**

**Presentation by city and county officials on Benefits and How System Helped.**

Dave Hayward, City Engineer, Columbus

Walter Wilson, Fountain County Highway Department

Les Locke, Hamilton County Highway Department

Dale Myers, Engineering Coordinator, Elkhart County

Bob McCoige, Assistant Engineer, Goshen

3:30 - 3:50 PM

**Road/Street Inventory Programs**

Charles Scholer, Director, HERPICC

3:50 - 4:00 PM

**Closing Comments**

**Purpose of Seminar**

This seminar is intended to provide information on the development of Pavement Management Programs for Local Governments.

A major goal of local highway officials is to use public funds to provide a comfortable, safe and economical road surface. This requires balancing priorities and making difficult decisions in order to manage pavements.

There are three especially useful steps in managing local roads:

- Inventory
- Evaluation
- Setting priorities

This one day seminar will help local agencies develop and use a Pavement Management System. By combining data on pavement conditions with an economic analysis, planners can develop short-term and long term plans for a variety of budget levels.

**Date and Location**

Thursday, September 15, 1994

Holiday Inn North

Indianapolis, Indiana

Phone: (317) 445-4271

**Registration Information**

Advance registration fee is \$15.00 per person. Please mail registration form by September 8, 1994.

Registration fee includes luncheon and all meeting materials.

**Pavement Management System for Local Governments**

Holiday Inn North, Indianapolis  
September 15, 1994  
Registration form

Name Tim Spurling

Title Asst. County Engineer Representing Vanderburgh County  
City, Town, County

Address 201 NW 4th Street, Suite 307

City Evansville State IN Zip Code 47708

Registration fee enclosed (\$15.00)  
Make check payable and return to:

Asphalt Pavement Association of In  
107 S. Pennsylvania St. Suite 401  
Indianapolis, In 46204

1-317-632-2441  
Lloyd Bandy



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

RICHARD J. BORRIES

DON L. HUNTER

PATRICK TULEY

September 6, 1994

Mr. Greg Curtis  
Vincennes District Director  
Indiana Department of Transportation  
P.O. Box 376  
Vincennes, Indiana 47591

Dear Mr. Curtis:

As you know, the Indiana Department of Transportation recently removed the word "Boonville" from all of the Boonville-New Harmony Road signs on Interstate 164. Please consider this letter as an official request from Vanderburgh County to replace Boonville on these signs as soon as possible.

We have been informed that Boonville was removed from these signs as a result of drivers taking the Boonville-New Harmony Road exit in order to get to Boonville, and then having to turn around and return to the interstate when they find out that this road does not provide access to Boonville. In the years that the interstate has been open, this is the first that we have heard of this type of problem with these signs. However, by removing Boonville from these signs, two new problems have been created. First, the name of the road is Boonville-New Harmony Road, so the signs now do not accurately reflect the name of this road. Since this is one of the few roads that traverses the entire county, we feel that this road is important enough that the I-164 signs should properly identify the road.

The second problem that has been created by the revisions to the interstate signs is that they now just say "New Harmony Road." There is another road located near State Highway 66 in western Vanderburgh County named New Harmony Road. Since the I-164 does not provide access to New Harmony Road, the signs are misleading. This could result in even more drivers taking this exit and then having to turn around and return to the interstate when they cannot reach their destination.

Based upon what we have been told by INDOT officials, we understand that as an alternative to putting Boonville back on the signs, it is possible that this exit may be marked only by an exit number or it may be called the "Daylight Exit" on the signs. We find both of these options unacceptable. We feel that the best and easiest solution to the problem would be to put the word "Boonville" back on the Boonville-New Harmony Road signs on I-164. If there are problems with drivers taking this exit in order to get to Boonville, supplemental signs such as those on the Veterans

Page 2  
September 6, 1994

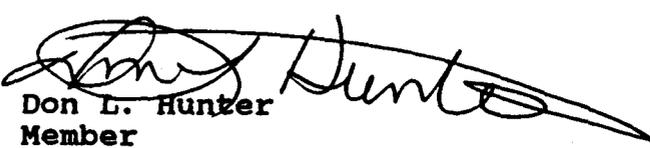
Memorial Parkway signs on U.S. 41 could be installed under the Boonville-New Harmony Road exit signs that state "No Access to Boonville, Indiana." This would eliminate any potential for driver confusion and it would allow the signs to properly identify Boonville-New Harmony Road.

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

Sincerely,

Patrick Tuley  
President

  
Richard J. Borries  
Vice President

  
Don L. Hunter  
Member



Subscription Service Center  
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 Tampa, FL 33634-3039  
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SHIPPING INVOICE 360833

Thank you for your order.

LSM 1 AUM06S

ACCOUNT NUMBER	DATE	DATE SHIPPED	SUBSCRIPTION		YOUR P.O. NO.
			BEGIN	END	
FAIR 038920798	08/26/94		09/01/94	08/01/95	

ALAN KISSINGER  
 COUNTY AUDITOR  
 CIVIC CTR COMPLEX  
 305 ADMINISTRATION BLDG  
 EVANSVILLE IN 47708

*approved  
9-6-94*

INDICATE ADDRESS CORRECTION ON PINK RETURN COPY

PLEASE REFER TO ACCOUNT NO. IN ANY CORRESPONDENCE

Number of copies	DESCRIPTION	UNIT PRICE	AMOUNT
1	FAIR LABOR STANDARDS HANDBOOK MONTHLY UPDATES AND NEWSLETTERS	\$279.00	\$279
<p>We hope you enjoy your 30-day trial subscription to the FAIR LABOR STANDARDS HANDBOOK. Your subscription includes a handbook along with monthly updates and newsletters to help you stay current on federal wage and hour law compliance.</p> <p>We look forward to serving you in the months ahead.</p> <p style="text-align: right;">P&amp;H:</p> <p style="text-align: center;">PLEASE RETURN A COPY OF THIS INVOICE WITH YOUR PAYMENT.</p>			\$14
		PAY THIS AMOUNT →	\$293



**EMERGENCY MANAGEMENT AGENCY  
EVANSVILLE, VANDERBURGH COUNTY**

Sherman G. Greer, Director  
Room 18, Civic Center Complex  
1 NW Martin Luther King, Jr. Boulevard  
Evansville, Indiana 47708-1839  
Telephone (812) 426-5602  
Fax (812) 426-5608  
TDD/Hearing Impaired (812) 426-5483



Jane Snelling  
Assistant Director

Lisa Patterson  
Administrative Assistant

MEMORANDUM

TO: MAYOR FRANK F. McDONALD II  
FROM: SHERMAN G. GREER, EMA DIRECTOR. *SGG*  
DATE: SEPTEMBER 1, 1994  
RE: OUT OF TOWN TRAVEL, OCTOBER 4, 1994

I request your approval for out of town travel to Ft. Campbell, Kentucky to attend the TIKI MAST (Tennessee, Illinois, Kentucky, Indiana Military Assistance to Safety and Traffic) meeting.

Transportation by vehicle is the only foreseeable expense of the EMA.

With your approval I will be leaving Evansville at 8:00 A.M. and return at 12:00 P.M..

Thank You.

SGG/lp

cc: Pat Tuley, President County Commissioners  
Roger Lehman, EMA Advisory Council Chairman  
file























300 EAST WALNUT STREET  
P.O. BOX 268  
EVANSVILLE, IN 47702-0268  
812-424-7711

PUBLISHER OF  
THE EVANSVILLE  
COURIER  
AGENCY FOR:  
THE EVANSVILLE PRESS



SCRIPPS HOWARD

# The Evansville Courier

This Fax should be 2 pages including cover sheet

DATE: 9/12/94

FAX TO: Joann

DEPARTMENT: \_\_\_\_\_

FROM: \_\_\_\_\_

**NOTE:**

If a page is missing or unreadable please phone us at the number below:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

FAX NUMBER: (812) 464-7487  
PHONE NUMBER: (812) 464-7588



MINUTES  
COUNTY COMMISSIONERS MEETING  
SEPTEMBER 12, 1994

I N D E X

<u>Subject</u>	<u>Page No.</u>
Meeting Opened @ 5:40 p.m. ....	1
Introductions & Pledge of Allegiance .....	1
Public Hearing re Surplus Properties .....	1
Approval of Minutes (September 6th) .....	6
Revised Resolution re U. S. Highway 41-Baseline Road Economic Development Area ... (Approved) .....	6
Ordinance Establishing Vanderburgh County Redevelopment Authority..... (Approved) .....	7
By-Laws/Vanderburgh County Redevelopment Authority .....	7
(to be approved by the Redevelopment Authority)	
Appointments to Vanderburgh County Redevelopment Authority ....	7
(George Helfrich & Vaughn Myers; D. Hunter to make his appointment next week)	
County Coroner/Request to Establish a Non-Reverting Fund .....	8
(D. Buickel instructed to contact Dennis Brinkmeyer to prepare Ordinance so it can be submitted to the Board and a Hearing Date set)	
Grant Application/Juvenile Component/Secure Detention Unit at Youth Care Center -- Judge Robert W. Lensing .....	10
Purchasing Department/Lynn Ellis .....	13
Surplus Properties/Requirements for Auction or Sale of same	
Awarding of Bid/Body Armor for Sheriff's Department to Park Technology, Inc. @ \$265.00 per vest	
Bid Opening/Cash Management System/County Treasurer (Bids to be taken under advisement) .....	15
Mercy Ambulance/1995 Contract - Jerry Key .....	16
(Contract to be reviewed by Attorney Kissinger and a recommendation made to the Board next week; Council has allowed \$197,000 for 1995)	
County Engineer/John Stoll .....	18
Change Order/USI Project (\$2,300 increase) Travel Request/Tim Spurling (Approved)	
County Attorney/Alan Kissinger .....	18
Authorization for Suspension Pay to Roger Hall Addendum to Auditorium Union Contract (A. Kissinger to make a recommendation next week)	
Proposed Covenant/Rezoning of Real Estate @ Burkhardt Rd. and Lloyd Expressway	
Termination of Contract with Lady Day, Inc. for Food Concession at Burdette Park	
Final Closing Procedures/Purchase of Azteca Real Estate (A. Kissinger authorized to proceed)	
Appraisals/Real Estate (To be held on file in Commission Office for period of five years)	
Council Ordinance/Issuance of Bonds for Purchase of Real Estate (Signed by Commissioners)	

Superintendent of County Buildings/Mark Abell .....	20
Request for Water Fountain/3rd Floor/Old Court House (approved; approx. cost \$450)	
Auditorium/Authorized to go on Council Call for Union Overtime	
Travel Request/James Angermeier to AIC (approved)	
Acceptance of Quietus for Check (American Insurance Management Corp. in amount of \$110.00)	
County Highway/Bill Morphey .....	20
Weekly Work Report	
Cypress-Dale/County Line West Rd.	
Salt Building/Will ask Council for CCD Funds next month; estimated cost is \$100,000	
4-Wheel Drive Vehicle/Mr. Morphey authorized to put info together again and go on Council Call	
Consent Agenda (approved) .....	22
Scheduled Meetings .....	22
Old Business .....	22
Acceptance of Checks/Storm Drain Maintenance (approved by Board of Commissioners; to also be submitted for approval at next Drainage Board Meeting)	
New Business .....	22
Authorization given for Lease of two (2) new Xerox Machines for the Auditor's Office at a savings of \$148.00 per month	
Introduction of Guests/Public Reporting Class from USI	
Meeting Adjourned @ 7:35 p.m. ....	23

MINUTES  
COUNTY COMMISSIONERS MEETING  
SEPTEMBER 12, 1994

The Vanderburgh County Board of Commissioners met in session at 5:40 p.m. on Monday, September 12, 1994 in the Commissioners Hearing room with President Patrick Tuley presiding.

RE: INTRODUCTIONS & PLEDGE OF ALLEGIANCE

President Tuley called the meeting to order, welcomed the attendees, introduced members of the County Staff (Mark Abell, Supt./County Buildings; County Attorney Alan Kissinger; Commissioner Rick Borries, himself, Commissioner Don Hunter, Chief Deputy Auditor Cindy Mayo, and Joanne Matthews, the Official Recording Secretary for the Board) and asked the group to stand for the Pledge of Allegiance.

RE: PUBLIC HEARING RE SURPLUS PROPERTIES

Commissioner Tuley said the first item on the agenda for discussion is the Public Hearing with regard to Surplus Properties. He thinks it is safe to say -- and hopes everybody will understand -- that tonight there will not be a transfer of ownership. Tonight we're just trying to establish what properties the various not-for-profit corporations and what have you are interested in. He said he believes Mark Abell has pretty well been in contact with most people and he will turn the meeting over to Mr. Abell at this time.

Mr. Abell said, "Of course, this was properly advertised -- Notice of Public Hearing came out in the paper on August 30th. I had subsequently been contacted by several not-for-profit organizations, which I see represented here this evening. I have asked them in order to keep confusion to a minimum, that if they would -- in particular, I spoke to Carolyn Reed about it - - and I asked if they could put together a list that they all, more or less, agreed on -- then we could avoid any properties that might be requested by maybe more than one entity. I thought if they could get a list together that they all agreed on that would make things go very smoothly and they could present that list to you for your consideration. Carolyn, do you know if that got accomplished? Are we pretty much in agreement on the -- okay. How would you like to submit that to the Commissioners? Verbally? However you want to..."

Ms. Reed interrupted, but her comments were inaudible, because she was not speaking from the microphone.

Mr. Abell continued, "Well, I have lists submitted from all different agencies. You represent Habitat and you represented by and far away the largest amount. I think probably there was probably some 30 or so on your list -- so however you want to present..."

Ms. Reed said she did not bring copies of it with her.

Mr. Abell said, "Let me just look at it and maybe I can make copies and pass them out. And where do we stand.....(inaudible?)"

Ms. Reed responded to Mr. Abell but, again, both parties were away from the microphone and the discussion was inaudible.

During discussion between Attorney Kissinger and Mr. Abell, Chief Deputy Auditor Mayo requested Mr. Tuley to announce that the sign-in sheet will again be passed through the audience. Several individuals have not yet had the opportunity to sign in.

Mr. Abell said, "Let me request that anybody here who is a not for profit agency that has a list - if I could get that from you, in case I have missed somebody."

Mr. Bruce Wheeler of the Local Laborer's Union #561 was recognized and stated they are interested in 310 and 312 Taylor Avenue and have made several written requests.

Mr. John Blair of Valley Watch indicated they are interested in 802 Adams Avenue.

Mr. Abell asked if 802 Adams Avenue conflicts with anybody.

Ms. Reed responded negatively, saying, "The 512, 514 and 516 E. Mulberry - is that going to the Housing Authority? Do we have that written on our list?"

There was brief discussion between Mr. Abell and the representative from the Housing Authority, Mr. Ken Colbert, but it was inaudible since they were not at the microphone. There were also further inaudible comments from Ms. Reed.

Commissioner Tuley said, "Mark, so I understand -- you just got some new lists?"

Mr. Abell replied, "No, this was all pretty much as we expected."

Mr. Tuley said, "So you think we have an agreement then and that there is not a conflict on the properties?"

Mr. Abell said, "There was only one that cropped up during recent discussions and that was dealt with by the entities involved. So do you want me to -- what -- I can read these out or..."

Mr. Tuley suggested, "With the other two Commissioners' approval, why don't we basically take these under advisement. Compile us a list -- one singular list of each individual property by the group of individuals/corporation that wants it -- so that we can see that and maybe we can act on this next week. Does that seem to be agreeable to everybody? That way we make sure there is no conflict. At this point in time, in generalities it looks like we don't have two organizations wanting the same piece of property. It's pretty safe to assume -- more than likely."

Ms. Reed said, "There are only two -- and I know there is no conflict with them -- that we're ready to build on. I mean, we definitely need to start those now. And we've been waiting..."

Ms. Mayo interrupted, "Would you come up to the microphone please, and state your name?"

Ms. Carolyn Reed approached the podium, identified herself and said she is with Habitat of Evansville. "There are two properties that we -- excuse me, three properties -- 809 S. Governor -- that we're ready to build on; 777 S. Elliott and probably 413 E. Gum -- that we've got to start. I mean, we've got volunteers lined up; we've got stuff ready to go. And I hate to put this off another week -- just on those properties. If there is anyone here that doesn't contest that?"

Attorney Kissinger asked, "Is your organization willing to take the property with the understanding that the possibility exists that there are outstanding liens against the properties that could be potentially enforced by the lienholders?"

Ms. Reed replied, "I believe we have done title work on those properties already."

Attorney Kissinger said, "Great."

Ms. Reed continued, "In our anticipation."

Attorney Kissinger said, "Under those circumstances and assuming it doesn't conflict, I would advise the Commissioners in reference to those two properties they may act tonight...."

Ms. Reed interrupted, "There are three properties."

Attorney Kissinger said, "Three properties."

Commissioner Tuley said, "Just so everybody understands we're not playing favorites here -- why. With the title search already having been done, the goal of the Commissioners is to say these are the properties (stop me when I get off track here, Alan) -- but we also want to do a title search on these properties to make a notification for someone other than the home owner who may have a substantial interest in any of these properties so that they may be properly notified before we transfer to you and you get money into it and then they come in and enforce their lien. And the three properties she's talking about, they've already done them. So everybody understands that is why we may act on those three tonight -- and only those three?"

Attorney Kissinger stated, "Basically, what we hope to do is to protect you folks who are going to become the deed record owners of that real estate. Because if there are lienholders and if you are advised of those lienholders in advance -- much as Habitat has done in some of these cases - - as charitable organizations they have contacted these various lienholders, etc., and some of the liens have been forgiven. They will not be enforced. And other arrangements have been made, because of the fact you are considered to be charitable organizations. In most cases that can be worked out. What you don't want to do is get a significant improvement on that property and then have a lienholder come in and say, 'Now I want to enforce my lien'. So we have to cover those things. This is not a very quick process. I'm sorry, but we can't change the law that quickly. But in this particular case -- as a matter of fact, we talked with Butch Fulner about that and he did indicate that those things are going to be done. And if they are going to be done, I would advise the Commissioners that if they wish to act on those three properties tonight in consideration of your circumstances, I think they would be safe in doing so."

Ms. Reed thanked Attorney Kissinger.

Commissioner Hunter said he has no problem with that at all and Commissioner Borries echoed the same feeling.

Commissioner Hunter continued, "Those properties being 809 S. Governor. Was it 777 S. Elliott or 771 S. Elliott?"

Ms. Reed responded, "777".

Mr. Hunter continued, "S. Elliott; and the third was 413 E. Gum. Well, I would move that those three properties, having been researched, be turned over to Habitat."

Attorney Kissinger stated, "I think it would be appropriate for the Commissioners to move that the Auditor's office be instructed to furnish deeds for those properties. Ultimately, the County Attorney will do the deeds. But it is the Auditor's office, I think, by statute, that is supposed to turn over the deeds. And the deeds will be furnished by the Auditor's office and then signed by the Commissioners."

Commissioner Hunter said, "I just added that to my motion."

Attorney Kissinger said "Thank you."

Seconded by Commissioner Borries. So ordered.

Mr. Abell asked, "Shall I go ahead then and read into the record those that are here?"

Commissioner Tuley said, "I would recommend that you at least read off the names of the corporations/representatives so that we do have the opportunity for somebody sitting out there who thinks they have something to turn in that we don't have a record of -- at least give them a chance before next week to get that on record now."

Mr. Abell said, "Okay. Doyle, you all had a chance to do some checking on that one piece of property you all were interested in."

Mr. Wheeler stated, "We did. However it wasn't....(inaudible)"

Ms. Mayo interrupted, "You need to step up to the microphone, please."

Mr. Wheeler continued, "Yes, we did do some checking, but due to the County already having the property over there we hit a brick wall and finally found out it was at the Auditor's office. So we didn't get that consummated. There is, I understand, about a \$14,000 lien against the old house there."

Mr. Abell said, "Basically, they did more or less the same thing -- a title search, also. Could we do that tonight with them since they've done that?"

Attorney Kissinger replied, "Well, if there is a lien against the property and they are willing to take the property subject to the lien, then the Commissioners could give you what is known as a Quit Claim Deed, with the understanding that if there are any outstanding claims against it that you would be required to satisfy those claims."

Mr. Wheeler said, "I understand that. I, personally, cannot do that. But, as the other folks here, it is sort of a situation we'd like to get taken care of this fall. We'll work with you guys."

Commissioner Tuley said, "Basically, all we want to do is to be able to notify those people that it is our intent to transfer ownership of that property from the County to these different organizations. Now is the time to come forward to say what they want to do about their lien."

Attorney Kissinger said, "Actually, Mr. Tuley, the primary reason for our title searches is so we can notify the prospective new owner of the property that there are existing liens -- or, that there are not any existing liens -- in which case it will become the obligation of the prospective property transferee (you, for example) to go to the lienholder. If you can work out some arrangement with the lienholder and satisfy that lien and clear it from that property, fine. That wouldn't be the Commissioners' responsibility. Our responsibility, basically, is to notify you folks here of the problems you may encounter with that real estate."

Mr. Wheeler said, "Okay. We'll do that as soon as we find where it is all at then."

Mr. Abell said, "Let me go ahead then and read into the record those who are here and have submitted requests:

- 1) Carolyn Reed/Habitat
- 2) John Blair/Valley Watch
- 3) Doyle Wheeler/Local Laborer's Union #561
- 4) Jim Adams/Choice
- 5) Mike Robling/City of Evansville Department of Metropolitan Development
- 6) Ken Colbert/Housing Authority/City of Evansville
- 7) Bobby Ogburn/Evansville Black Coalition

Mr. Abell said if he has missed anyone, please let him know now. There was no response and Mr. Abell said he will compile this into a master list and then the Board can take that under consideration.

Commissioner Tuley said, "Alan, I want everybody to walk out of here knowing what we're talking about in terms of time. We'll have to do the title search on each and every one of these?"

Attorney Kissinger said, "Either we'll have to do the title search on each and every one of them or the prospective purchasers will have to waive that title search, in which case we can issue what are known as Quit Claim Deeds. It would then become incumbent on them to do the title search and go out on their own to satisfy those liens if there are any."

Mr. Tuley said, "So any organization that wishes to forego that can basically take title to that property within the next week if they so desire to do that?"

Attorney Kissinger replied, "Yes."

Mr. Tuley continued, "Otherwise, it may be several weeks before we can actually turn the deed over to you."

Attorney Kissinger commented, "It may well be. What it is going to come down to is the amount of time that it takes the abstractors to complete the title search. And then if we come up with liens or other defects in the title, any other problems that we may encounter -- if you folks say, 'Yeah, we understand it -- we're on notice, we'll take a Quit Claim Deed and deal directly with the lienholder or whomever else has a claim against the property', then we can proceed in that fashion. If you look at it and say, as the labor people have said, 'It's \$14,000 that we just don't have at the present time -- then, of course, you are under no obligation to accept transfer of the property.'"

Commissioner Borries asked, "Mark, are you saying at this point that, based on the pieces of property that have been submitted to you on this list, we have no conflicts at this time?"

Mr. Abell replied, "Between the people that have presented lists to me this evening we have resolved any conflict -- correct."

Mr. Tuley entertained questions. There being none, Commissioner Tuley thanked the organizations/individuals for their interest and said, "If any of the groups change their mind and say, 'We'll just take our chances', they should notify Mark Abell and we'll get a Quit Claim Deed. Otherwise, they will be contacted as soon as we've done the title searches and let them know anything we've been able to discover. Anybody up to that point in time could, I guess, back out then. Is that right?"

Attorney Kissinger responded, "Sure."

Mr. Tuley continued, "In other words, you're not obligated to take it if you find out there are too many liens."

Commissioner Borries said, "And if we would discover at some point that there would be a conflict then, it would be my feeling (I don't know how the other members of the Board feel about this) that we would have to have some kind of bidding process here in one of two ways; either verbal in the meeting or through a sealed bid. If there were conflicts, there has to be some way to resolve those and, personally, you are all very worthwhile organizations and so I am not going to make a value judgment as to who is more worthwhile than the other worthwhile organization -- and the only way you can do it is just hard, cold cash and put your bid down. So that would be my feeling on that. I don't know any other way to do it short of a bidding process."

Attorney Kissinger interjected, "I think the statute allows us to hold an auction."

Mr. Borries said, "Hopefully, we have avoided that. This is the first time we've actually been able to not have to go out for bid and take steps to transfer the property over to the petitioning organizations."

Commissioner Hunter commented, "It sounds like a good idea to me."

President Tuley entertained further questions. There being none, he said as far as he is concerned this concludes the public hearing with regard to the surplus property. The representatives of the various organizations are welcome to stay for the remainder of the Commission Meeting, but are under no obligation to do so.

RE: APPROVAL OF MINUTES

The meeting continued with President Tuley entertaining a motion for approval of the Commission Minutes of September 6th.

Motion to approve the minutes, as engrossed by the County Auditor, was made by Commissioner Hunter. Seconded by Commissioner Borries. So ordered.

RE: APPROVAL OF REVISED RESOLUTION RE U. S. 41-BASELINE ROAD  
ECONOMIC DEVELOPMENT AREA

Commissioner Borries said that for the record, the Commissioners did approve the minutes. The minutes are correct. Ms. Matthews, as she always does, did an outstanding job of printing these verbatim. However, in the information highway overload the Board frequently faces with the massive amount of paper, the Commissioners made one erroneous decision last week, which he doesn't think will be counteracted by this Board. But with regard to the Redevelopment Commission's request to approve the Highway 41-Baseline Rd. Economic Development Area, that was to have been done this evening -- after the Area Plan Commission took its vote on September 7th. For some reason, the information got placed in the Commissioners meeting packets last week and the Board went ahead and approved it. He asked, "Madam Secretary, what do we need to do? Re-approve what we approved last week?"

Ms. Matthews said she would defer to Attorney Kissinger.

Attorney Kissinger said, "I think it would probably be most appropriate to reconsider at this time and approve, now that tonight is the appropriate time."

Mr. Mike Robling of DMD interjected, "There is slightly different wording to the version I gave you today that makes reference to the approving order of the APC."

Mr. Hunter interrupted, "According to the State statute it had to go through Area Plan before it came to us."

Mr. Robling said, "I consulted with Ice-Miller and they said we should just adopt it again tonight."

Mr. Borries continued, "You did a rarity. You submitted the document early. Often we get them at the last minute. We did and we fired away and got it done. But, again, we kind of jumped the gun. Is the information that we have before us this evening then in our packets?"

Mr. Robling said they should have.

Mr. Tuley noted he has the original Resolution.

Mr. Hunter asked, "The one we did last week will just be null and void, right -- since this one is different?"

Ms. Matthews suggested the Board might want to rescind their motion approving the Resolution submitted last week, as well as vote on the revised Resolution submitted tonight. This was echoed by Commissioner Hunter. Attorney Kissinger confirmed this would be appropriate.

Motion to rescind the vote in last week's meeting was made by Commissioner Hunter. Seconded by Commissioner Borries.

President Tuley asked for a roll call vote. Commissioner Hunter, yes; Commissioner Borries, yes; and Commissioner Tuley, yes. Motion approving the Resolution submitted last week was declared rescinded by unanimous affirmative roll call vote. So ordered.

Motion was made by Commissioner Hunter to approve the revised Resolution submitted tonight with regard to the U. S. 41-Baseline Road Economic Development Area. Seconded by Commissioner Borries.

President Tuley again asked for a roll call vote. Commissioner Hunter, yes; Commissioner Borries, yes; and Commissioner Tuley, yes. The revised Resolution was declared approved by unanimous affirmative roll call vote. So ordered.

RE: ORDINANCE RE ESTABLISHMENT OF VANDERBURGH COUNTY  
REDEVELOPMENT AUTHORITY

Attorney Kissinger advised the Ordinance has been advertised, so the Ordinance doesn't necessarily have to be read into the record. However, the Ordinance will be made a part of the record.

Motion to approve the subject Ordinance on this 12th day of September 1994 was made by Commissioner Borries. Seconded by Commissioner Hunter.

President Tuley called for a roll call vote. Commissioner Hunter, yes; Commissioner Borries, yes; and Commissioner Tuley, yes. Ordinance declared approved by unanimous affirmative roll call vote. So ordered.

RE: BY-LAWS/VANDERBURGH COUNTY REDEVELOPMENT AUTHORITY

President Tuley noted there is a set of By-Laws for this group that need to be adopted, as well.

Mr. Robling noted, "The By-Laws are to be adopted by the Authority, itself, rather than by the Board of Commissioners.

Mr. Tuley humorously asked if this is Monday night or something.

Mr. Borries said they could have made it easier for him, but he and Commissioner Hunter had fun doing all this last week. They were trying.

Mr. Hunter said they did the best they could to get it out of the way.

RE: APPOINTMENTS TO VANDERBURGH COUNTY REDEVELOPMENT AUTHORITY

The meeting continued with President Tuley asking Commissioner Hunter if he has his appointment.

Mr. Hunter said he has a little problem. This morning he had an appointment. This afternoon he received a phone call saying that his appointment's wife said it smacked of politics; therefore, he could not serve. Mr. Hunter said he will indulge the other Commissioners to let him wait until next week to make his appointment. He then asked Mr. Robling if this is okay., He said that next time he will consult the wife before he consults the individual.

Commissioner Borries said he would move to appoint Mr. George Helfrich, a resident of Vanderburgh County, as a member of the Redevelopment Authority. Seconded by Commissioner Hunter. So ordered.

Commissioner Tuley said he would move to appoint Vaughn Myers, also a Vanderburgh County resident (3018 E. Mulberry St.), to serve on the Redevelopment Authority. Seconded by Commissioner Borries. So ordered.

Mr. Tuley said he does know that Mr. Myers has a problem if the Authority tries to meet on Tuesday or Thursday evening.

Mr. Robling said they can set their own meeting schedule.

Mr. Hunter asked how often they will meet.

Mr. Robling said they meet fairly infrequently.

RE: COUNTY CORONER - DENNIS BUICKEL

Request to Establish Non-Reverting Fund: Mr. Dennis Buickel was recognized and said, "What I would like to do, I am asking the Commissioners for three things. Probably, for the sake of expediency, if I can I will take the first item separate from the last two. First, I am asking the County Commissioners to order the establishment of a Non-Reverting Fund for the Coroner's office. As a means of explanation, our office has four primary areas of receiving revenue. One is for the use of facility in autopsies from other counties. The second is for copies of the autopsy reports; the third source is copies of toxicology reports; and the fourth source is the production, if you will, of histology or tissue blocks and slides. We charge fees when we provide these services for other counties. The reason I am asking for the formation or establishment of this Non-Reverting Fund is that every time we do something for another county, it costs our county money -- whether it be something as simple as additional paper to the purchasing of scrub suits, barrier gowns, chemicals, supplies, utensils -- things like that. We have an increase in our caseload from out of county. As such, we are spending more money in those line item accounts for supplies -- office supplies, lab supplies, and the list goes on and on. Since we are taking money in for those services and since we're spending more, every increase in those services we provide cost us more and more money, to me it makes sense to establish that Non-Reverting Fund to re-equip and re-outfit our place when we're using them for out-of-county expenses anyway.

Commissioner Borries said, "Dennis, I don't have any problem with this fund. I know that in some cases it would allow you to turn things around and buy the supplies. I would only ask -- because I think sometimes these kinds of accounts can become the focus or center of controversy -- that you will provide a full accounting as needed quarterly to the Vanderburgh County Council.:

Mr. Buickel said, "I would even go monthly."

Mr. Borries continued, "I am only saying -- in your best interest, quite frankly. You decide what you're going to do. But sometimes there seems to be controversy over what they either call discretionary funds or non-reverting accounts or whatever. So if you could provide that information is all I am saying."

Mr. Buickel said, "The way I look at it, once we receive these monies from the other counties, that becomes public money -- and, as such, and I don't care whether it is County Council, the Auditor's office or whomever, John Doe walks in off the street, I think they would have at least a moral right if not a legal right to ask where this money is going. So, no, I don't have a problem with that at all."

Commissioner Hunter said, "I would concur with Commissioner Borries. I think in our conversation of the other day we were only talking \$3,000 at the max end of it right now?"

Mr. Buickel responded, "Well, you're right. We're not talking mega bucks. To date we've taken in \$3,500."

Attorney Kissinger asked, "Dennis, is there any statutory requirement that the Commissioners adopt an Ordinance in order for you to establish this Non-Reverting Fund, or do you know?"

Mr. Buickel replied, "I don't know if it requires..."

Mr. Tuley said, "I think we probably have to."

Commissioner Borries agreed.

Mr. Hunter said, "We have one at Burdette and we did have to do it that way."

Attorney Kissinger asked, "Do you happen to have a citations for the Coroner's office having such a fund?"

Mr. Buickel replied, "No."

Attorney Kissinger humorously stated, "I was trying to get you to save me some research there."

Mr. Buickel said, "I can't help."

Attorney Kissinger asked, "Who is assigned to your office?"

Mr. Buickel replied, "Dennis Brinkmeyer."

Attorney Kissinger asked, "Would you call Dennis and indicate to him that you need that information? You need to have an ordinance prepared for that purpose?"

Mr. Buickel said he will call Mr. Brinkmeyer tomorrow morning.

Motion was made by Commissioner Borries that the establishment of a Non-Reverting Fund in the Coroner's office as per statutory authority be approved. Seconded by Commissioner Hunter. So ordered.

Mr. Buickel continued, "I wanted to make sure the Commissioners are aware of this. We are presently bringing money in and it is, in fact, it went back to the General Fund at this time. I didn't want there to be any misunderstanding about that."

Commissioner Borries stated, "We understand it."

Travel Requests: Commissioner Tuley said Mr. Buickel has a couple of travel requests, one of which is to the A.I.C. No question on that one. The only one he has a question on is the travel to Illinois. It is his understanding this is being paid by the State Coroner's Association, with the exception of the per diem.

Mr. Buickel said, "Yes, sir. I am the Vice President of our State Association and what they have said they will do is pay the registration fee, which is \$275.00; they will pay the lodging; they will pay the transportation. They are looking to either the Commissioners or myself to pick up the per diem charge or fee. Now, being honest with you, I cannot be at the AIC conference for all three days. What I worked out with our State Association is that they will pay the registration fee for me to attend AIC, thereby saving our County that registration fee. Since I can't go all three days, what I am looking at is two days of per diem rather than three days. And one night of lodging instead of two nights.

Mr. Tuley said no problem. That is a fair explanation. He then queried the other Commissioners; both said they have no problem with the request.

Motion made by Commissioner Hunter to approve the travel request to Indianapolis to attend the AIC conference, as well as the travel request to Illinois. Seconded by Commissioner Borries. So ordered.

RE: GRANT APPLICATION/JUVENILE COMPONENT/SECURE DETENTION UNIT AT YOUTH CARE CENTER

The meeting continued with Judge Robert Lensing being recognized. He approached the podium and stated, "Gentlemen, you have the grant before you. I guess a little history might make things easier. Some time ago, in July, in fact on July 5th, we had a Detention Committee appointed by me of heads of offices, and the President of the County Commission was present as was the President of the County Council; we had the Welfare Department; the head of the Southwest Mental Health, the Chief of Police. At one time the Mayor was on it, the Prosecuting Attorney. We had a meeting on July 5th that lasted some five (5) hours. Mr. Tuley was present. At the end of that meeting the conclusion was that we not build a Detention Center and not do anything because of the expectancy that Vincennes would be operational within a few months (March, April, May or June of 1995). Immediately after that, on the following Friday, I received a letter (correspondence of which you have a copy) from the Department of Corrections dated July 7th and basically correspondence went out to all the Judges and what they said was that because of the Federal mandate on the numbers of people that could be held at Boy's School (now, this isn't girls -- this is just boys -- boys only) that they would not be able to take our people immediately and there would be a delay and the delay would be determined by the number of beds they had and their evaluation of the people who came up. Because of that, we almost immediately -- I'd say within a week -- experienced difficulties with the two places that we use, that being Clark County and Johnson County -- and both of those places said they were filled at times and they took our young people. But they said, 'You can't expect that in the future'. In the past we had a relationship where they gave us preferential treatment over their surrounding counties because of the fact that, according to them, we sent them so much information with the young people we sent to them. So we didn't send them anybody that was a blind type of placement. What has happened is that the Detention Centers (I understand throughout the State and certainly through Southwest Indiana) have been crowded to capacity and with that happening we went back to our drawing board and even though we've talked for the past two years about using some facility here -- existing facility (we talked about Hillcrest-Washington Home, which I don't think Mr. Borries -- they were interested in having the facility out there). We talked about the Youth Care Center. So we went back to the drawing board and got the grant proposal and had the inspectors (both our state and local fire inspectors and people that had to make the decisions) come down and look at the facility and determine whether or not the facility could be used for detention beds. That came out positive. With that we presented a grant proposal. And rather than present the grant proposal locally and send it up and have them send it back and say this doesn't fit and that doesn't fit, we do it the opposite. We send it to them and ask what doesn't work in here. And they said this doesn't work or this has to be done, etc. Basically, what it is, they gave us this grant for \$260,000 for nine (9) months operation of a detention floor at the Youth Care Center. There are no matching funds from our County and it doesn't actually cover the whole cost -- some of the costs have to be paid by the Youth Care Center. The Center is run by the Rescue Mission Board of Directors. It is a separate organization. It is a separate center. And this is a start-up or seed grant and because of this seed grant, while they are operating we will be paying per diem there like we pay per diem other places for the people we have, and the institutional placements run anywhere from \$85 to \$90 per day to somewhere in the neighborhood of \$300 to \$400 per day. Some of the neglected children that we deal with -- with Mr. Buckman and the Family & Children's Service and the Welfare Department -- have to be placed in institutional care.

With that being said, we have an emergency on our hands -- and the emergency is we don't know when they call -- like Saturday night they called, and when they have somebody in custody they don't know for sure they have a place to hold him. We do know one thing, if we hold that child in our custody -- in our jail -- for more than six hours, we're subject to our county being sued. And our Sheriff has rightly refused to hold them for over six hours. With that being said, we applied for the grant; the grant has been approved; it is a seed grant -- a one time grant -- it is based upon the Youth Care Center becoming self-sufficient. It is different from the first grant that you approved some year and a half ago. In that grant there was some building renovation, contractual costs, architectural fees -- those things are all taken out. Those items are all going to be taken care of by the Youth Care Center Board of Directors in their own fund

raising and their own ways of managing their money. It is something we need dearly. It is a facility that could hold eight (8) youngsters. It could be expanded probably to hold a few more. To give you some information, over the past year -- and last year -- we held 3.2 youngsters in jail per day. We had the low number of zero and the high number of 9, with an average daily population of 3.25. Someone asked me earlier if that would mean that we would not have eight people there? Well, I think we probably would have seven or eight people there, because I think when it is operational here locally the police will be more inclined to keep someone for an overnight, which in the past they did not many times -- they sent them home.

With that being said, I will be happy to answer any questions you have. Mr. Mason is here from the Youth Care Center. He is the Director, as well as Mr. Perry, the Director of the Rescue Mission. Of course, Mr. Howerton represents the Community Corrections Board, where we presented this petition and had unanimous approval without a dissenting vote. Does anybody have any questions of me, Mr. Mason or Mr. Howerton?"

Mr. Harris Howerton said, "Commissioners, if I may, I'm Harris Howerton and I just want to inform you and attest that the Community Corrections Advisory Board did meet and by unanimous vote did approve the request for this grant -- to bring it to you."

President Tuley said, "I guess I just basically want to summarize to make sure that all three of us are understanding. The grant money is actually money that will go to the Youth Care Center to facilitate them starting up the ability to house these youth in locked conditions."

Judge Lensing confirmed this is correct.

Mr. Tuley continued, "Part of your reason behind wanting to do this was the Committee you put together early on decided against building our own Detention Center. Right after that the State came back and said, 'We can't take anymore.' Consequently, the surrounding counties also sent us letters saying because of their own inability to send them off they are getting full. Right?"

Judge Lensing confirmed this is correct.

Mr. Tuley continued, "So the only time after this initial grant money given to them, the only money we get is for the kids that we put in that center? Is that correct?"

Judge Lensing stated, "We will pay them a per diem. They will operate the center as long as they provide the services. They have eight beds. One of the conditions from the State Fire Marshal -- one of the reasons for getting the variance -- is that the whole building has to be sprinkled. That means the sprinkling system now is just in the basement. There are two floors that have to be sprinkled and that will be pretty expensive. We have consultants down who indicated that we can get a variance with the understanding that we can promise to do the other floors on an on-going basis. The floor where the young people are being held is going to be sprinkled. The other floors do not have any wood in them; they are concrete and concrete block floors and they will be sprinkled, as well. If the need ever arose for a large Detention Center -- which I don't think we'll need one -- the ten beds that are there now, plus the eight beds that we're proposing putting in will give us eighteen beds, which will be more than we would need. But two things; number one, I don't think we need that. Number two, if we do build that, the County might want to build their own and the Youth Care Center might want to use it for the same facilities that they have now. So it is a gift to us, you know, because we don't have any other way to guarantee it. We're not the only ones. We have a young man from Kentucky. In Kentucky they have a man from Madisonville and I called the Judge down there and asked if they could take this young man back and put him in their detention center. He said the nearest detention center was in Frankfort, KY -- and he is in Madisonville -- and he says they hold them in the jail down there, but in violation of not the law (because their state law says they can do it) but because of the general standards they have for holding young people in jail. They have them sight and sound separated, but they do hold them in jail."

Commissioner Hunter said, "You had indicated it was a one time \$260,000 grant and then somewhere in your explanation you mentioned that this operation would become self-sufficient. If it does not become self-sufficient, what happens? Where does the funding come from?"

Judge Lensing replied, "Well, if it doesn't become self-sufficient, it fails. So if we don't use their facility or if other counties don't use their facility, then that facility won't be operational. There has never been a contract with any of the facilities I've ever used -- so the five kids we have in Gibault, the six girls at Maryhurst, the five or six kids at Arizona Boy's Ranch and the two at Glenn Mills -- we have about 80 kids in placement. We have 40 of them roughly in the community. Now, these aren't all delinquents. These are delinquents and neglected kids. About 22 or 23 of those are delinquents; the rest are neglected, abused, abandoned children. And all the places we have -- we only buy the services that we use. And about 1979, the County Council gave me a Placement Coordinator; so I have one person on my staff (Sue Metz) and her job is to make sure that the young people that are put in placement are being served, first; and making progress, second; and thirdly, that we're not wasting our money. So she'll report to me at various times and say, 'This isn't working with this kid. This isn't working and we've looked for something else; we bring the child back and put the child in foster care -- and some of the cases if the kid has commitment to Boy's School or Girl's School, they go back to Boy's School or Girls' School. But by doing that we save that \$120 or \$130 per day, whatever we do for institutional care. And all of those places are different. Ms. Metz isn't in today. I was going to get you a range of the figures. But the figures go from like \$75 to \$80 per day for institutional care to somewhere around \$200 to \$300 -- some are in specialized care. We have one young lady who is up in Mishawaka Children's Home in their Phase B. Mishawaka is next to South Bend. She is costing us \$294 per day. She is psychotic, she is suicidal, she is an arsonist, she is sexually active with other people -- you know, we're lucky to find a place to put her. We can't put her on the street. She is not there on a criminal commitment -- she is there as a neglected child. And when they come in for review (we review the cases every 30 days) we ask what they're doing and sometimes they say, "There's nowhere else we have to put her. If we put her in a hospital setting that would be the same difference, except the hospital would be \$400 to \$500 per day. So we try to use the County monies well and next year all of this is going to change. Next year it won't be in your budget; next year it won't be your decision. Next year it is going to be up to the Welfare Director to provide all the care for all the children -- neglected, abused, abandoned, and delinquent -- except for those sent to Boy's School or Girl's School. That is going to be in their budget. So next year there won't be a separate budget for these types of things, including detention centers."

Commissioner Hunter said Judge Lensing just answered his question.

Commissioner Borries asked, "What will you do -- you mentioned girls -- I would assume that this particular facility will treat young men?"

Judge Lensing stated, "Boys only. We had one tonight. We had one young lady we had to hold in custody that is going to Girl's School and the reason we're not taking her up tonight is because we didn't have a matron to ride along with the transportation officer -- so we're taking her back to Clark County with her father. She's in jail now, but she was in a holding cell. We only hold maybe two or three delinquent girls a year in detention. What we will probably use is that new emergency care facility at Hillcrest, which has been used by the police. There is a six-bed facility at the old Denzil Reed home out there. We have young people out there and girls will be held out there, hopefully. If they're a danger to the community we will take them and put them in Vincennes or Clark County. I don't want to build a separate place just for girls. Does that answer your question, Rick?"

Commissioner Borries said he just wanted to address for the record that Judge Lensing is talking about boys and not girls. Secondly, in relation to what they are required to do -- I've known Roger a long time and know his deep commitment to faith, etc., but this will not be a required prayer type facility, is that correct?"

Judge Lensing replied, "It never has been for any of the people. He can address that if you like."

Commissioner Borries said, "I understand the religious part of it, but I want to know if it is required."

Judge Lensing said, "There are no children .... in Maryhurst, which is a Catholic organization and White's Institute, which is Lutheran, and the United Methodist Youth Home here in Evansville which is run by the Methodist Church -- or any other organization that I know of, that requires you to go to church or if you don't go you get some kind of demerit or punishment. That is just not done. He is licensed now with the 10 beds by the State Welfare Department and they check on how he runs his facility. The license for the top floor will come from the Department of Corrections. Incidentally, Mr. DeBruyn is going to be here for that meeting tomorrow at Hillcrest, according to what he said today, for a 4:00 p.m. meeting. At that time they will license him -- it won't be up to us to do it -- it will be up to them to say whether he meets their criteria. I don't know that the people that are there that are exposed to religious -- not religious -- but moral values and some moral system in their life, is so bad. I think that sometimes gives them structure in their life that they never had."

Mr. Borries said, "I understand that. But the key word -- and I'm only asking you and I wanted a reply, was from the aspect of whether it is 'required'."

Judge Lensing said, "It is not required; never has been, and won't be. Any other questions?"

There being none, a motion was entertained. Motion to approve the application was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered.

Judge Lensing said he needs the original copy, because the Attorney General has to sign it; he will be glad to provide the Commissioners with a copy. He thanked the Commissioners and said they are welcome to visit at any time to see what is going on, etc.

Travel Request: Harris Howerton said the only other business he has is a travel request to Chesterton, IN for the Indiana Association of Community Correction Counties. There are two conferences annually -- one in the spring and one in the fall. The Indiana Department of Correction uses this conference as a forum to deliver all of their information, updates and directives for Community Corrections programs. This will be on November 16, 17, and 18. He will there for two nights and three days. He will drive up and the approximate cost is \$400.

Mr. Tuley asked if that money comes out of the Commissioners' budget.

Mr. Howerton responded, "No, that is monies we have in travel in the Community Corrections monies -- User Fees."

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

RE: PURCHASING DEPARTMENT - LYNN ELLIS

Surplus Properties: Ms. Ellis said that before she gets into body armor, she would like to recommend that the Commissioners through Mark Abell or Attorney Kissinger investigate the requirement associated with that property if, in fact, there is a conflict -- because according to her recollection of the statute you either have to hire a licensed auctioneer or you have to publicly advertise for the sale of that property and you have to provide those citizens with more than one opportunity to bid on it. So that would require a minimum of two meetings or more, at the Commissioners' discretion.

Mr. Tuley asked, "Those where more than one person or one organization wants it, is that what you are saying?"

Ms. Ellis replied, "I don't even know that it is limited to more than one."

Attorney Kissinger said, "We coerced them into not competing -- one charitable organization against another. But if we have that problem, we will do that. We're not going to get into the body armor, are we?"

Commissioner Borries said, "Yes, I think I understand what you say. In the past - and, again, we are doing this a little bit different, because I can't recall having so many not-for-profit organizations come forward and want that property. But in the past I don't think we hired anyone. We did advertise and then we just conducted a bidding process at the Commission Meeting."

President Tuley said he thinks there has been a change in the law.

Mr. Borries continued, "That may be. But I don't see any reason why we couldn't do that -- either through a sealed bid -- or, it doesn't even have to be a sealed bid -- just let them get up and bid. It was my recollection that at one point there used to be like an appraised value for these properties. You had to advertise it and if nobody bid on it that way, at the next meeting you could come back and sell it to the highest bidder and sometimes it was \$1.00. Sometimes it could be \$30.00."

Attorney Kissinger interjected, "Also, Lynn, this is also somewhat of a hybrid situation in that we are going under a specific statute that allows us to transfer to charitable organizations, so we are not confronted with that yet."

Ms. Ellis said, "Hopefully, we won't be."

Attorney Kissinger said, "I bet we won't be."

Mr. Tuley said, "The thing Alan is talking about is a special statute. The one you're talking about is still in effect."

Attorney Kissinger confirmed this is correct. "We can open the rest of it up, do the appropriate notices and in the past we actually held all auctions here in the Commissioners' Chambers."

Ms. Ellis said, "Right. I was just concerned that if you do a sealed bid or solicit the quotes that, again, I believe the statute says that you have to open them, read them into the record and then at a later date you have to allow persons the opportunity to bid again -- and it's bidding basically against that original bid or high bid that was received."

Attorney Kissinger said, "So a sealed bid is a waste of time."

Commissioner Borries said he doesn't think we need to do sealed bids.

Ms. Ellis said, "I think it's more advantageous to hire someone to take care of it."

Attorney Kissinger said, "She's cleverly gotten herself out of another job."

Ms. Ellis said, "I would be glad to do it, but I will see you two or three times in relation to that if we do it that way."

Awarding of Bid for Body Armor/Sheriff's Department: Ms. Ellis said the recommendation from the Sheriff's Department and Purchasing is that the bid for the body armor be awarded to Park Technology, Inc. of Midlothian, VA. They are the low responsive and responsible bidder. The Sheriff's department has undergone very extensive testing of the armor and fitting and allowing different personnel to try it for comfort and that kind of thing. She will defer any questions regarding that to Chief Woodall.

Commissioner Tuley said, "Chief, I would like to know how this testing works."

Chief Steve Woodall said, "Well, I don't know about the extensive testing. It meets all of the standards that are implemented by the National Institute of Justice that was put out in the original bid and we've had over one-third of the officers try on the different vests and have come up with one that is comfortable and still meets the threat level. We'll let you guys try some on, too, if you need them."

The Commissioners all concurred that there are times.

Ms. Ellis said the bid allows for the purchase of any number of armor suits. It's not known at this point in time exactly how many we will be purchasing in the initial purchase. The agreement will continue through the end of 1995, provided funds are appropriated in 1995 for that purchase, and would allow for the purchase of as many pieces as there are funds available. So at this point we may not, in fact, purchase 50 -- but that was the number just for comparison purposes that was used in the bid.

Upon the recommendation and advice of the Purchasing Department, motion was made by Commissioner Borries that the bid for VC9413 Body Armor be awarded to Park Technology, Inc. at a unit cost of \$265.00 per vest. Seconded by Commissioner Hunter. So ordered.

RE: BID OPENING/CASH MANAGEMENT SYSTEM - COUNTY TREASURER

Ms. Bland said she has advertised and asked for bids from the local banks regarding our Cash Management System for the County. It is a two year contract. It is up in December and we have to know early in order to order checks for the Auditor's office. What she would like to do, she is also on the agenda for next Monday night. She would like to have one week to take the bids under advisement to see which bid would meet the County's needs at the lowest price.

Motion was made by Commissioner Borries to authorize Attorney Kissinger to open the bids for the Cash Management System in Vanderburgh County. Seconded by Commissioner Hunter. So ordered.

President Tuley said he doesn't think this is something that can be read as "X" amount of dollars, because there are going to be unit prices for different things.

Ms. Bland said it is a very extensive bid form.

Mr. Tuley said this is the third time this contract has been allowed and the first two times -- he asked that Ms. Bland explain it.

Ms. Bland said, "Well, the first two times that we got this bid out we had a consultant to help us decide which one would be the most beneficial way to handle a cash management account. Cash management is relatively new for the counties; there are not a lot of counties that do cash management. The bigger counties do. It is beneficial to us because we are now drawing interest on our accounts where we did not in the past. They do bid them in several different directions. They bid them as per item cost to the county; I think we might have one bank that may bid just one flat fee for a year; the last four years our cash management is paid through a minimum balance requirement that the bank requires on a 30 day basis. They renew that and we're required to keep a minimum balance or give a minimum balance to the bank to help offset the cost of the account."

Mr. Tuley said, "What I am trying to get Jayne to say -- she is being modest -- we paid a consultant for the first two times we did this. This year, through her efforts, we got a local USI Professor named Bob Hartel to put this together. It cost the county nothing for this proposal to be put together -- and I understand Bob is going to help you review it and make a recommendation. That is what I was trying to get you to say -- you did this for nothing."

Ms. Bland said, "Right. In the past we have had to pay for this service. But we felt that since this was the third time that we had sent this same bid out that we could do it ourselves and make a decision."

Commissioner Hunter said the comment has been made that this cost around \$10,000 to \$12,000 and that is what you have saved the County. That is quite a savings. Thank you."

Mr. Borries said, "You did a fine job with that. Based on experience and the information in the Treasurer's office, which our fellow Commissioner here was part of that process as you were -- I certainly think it has made a much more efficient operation."

Ms. Bland said, "Oh, it definitely has improved. He started it and I am continuing the process."

Attorney Kissinger said he is prepared to report on this if everyone else is ready to listen. He then proceeded to read the names of the banks who responded, saying he assumes Ms. Bland will want to review these and make a recommendation next week:

- 1) National City Bank            No Bid
- 2) Old National Bank
- 3) Citizens Bank
- 4) NBD Bank

Motion was made by Commissioner Borries that the bids be referred to the County Treasurer for examination at this time. Seconded by Commissioner Hunter. So ordered.

RE: MERCY AMBULANCE/1995 CONTRACT - JERRY KEY

Mr. Jerry Key was recognized said, "This is an annual renewable contract and the past year was kind of difficult. We got into it late and got everybody into kind of a "Catch 22" and wanted to be a little ahead of the ball game. To summarize the proposal, again, it is pretty consistent with last year's contract. Major changes really don't exist. Probably the most major change was a simple item of removing the County from having to manage the collections after 120 days. Currently under the contract when an account gets old we simply hand it over to the County and they have to pursue the collections. Just on our own side, though, there was a rough estimate that that was probably net dollars to the County of \$2,000 to \$4,000 on an annual basis -- not to mention the lack of good will that results from the County having to do that. Our thought was that we have a system in place that should allow us to do that if the County would like us to do that. So we propose to just be able to assume the liability for finishing off those accounts ourselves. Some minor wording changes, again, in the last 20 months a number of clinical upgrades have been put in place: Basic Trauma Life Support Training, Advanced Cardiac Life Support Training, Pediatric Advance Life Support Training, a Driver Training Program -- so those things have been put in place. They had been in the old contract under a time line to complete and we just put that in as we needed to maintain those standards. We made a slight adjustment to the response time standard. Currently it is in there as measurement from the time an ambulance is actually dispatched to a call to the time they arrive on scene. This past May we installed a computer dispatch system that will automatically time stamp in the computer as we data enter. So it will start to clock at the point we know the location, call back number and the complaint of the party -- so we can't stay on the phone for an extra minute talking to the party getting more information, then take 30 seconds to locate the appropriate unit and dispatch it and have all that time where we're not being measured. So this automatically time stamps it the date it is put in. It really tightens up that standard, but it is fair. It is appropriate that we be held accountable for that. We took out references to Advanced Life Support which had been in the previous contract. That is the intermediate step in medical care, as licensed by the State of Indiana and have changed the terminology to Paramedic Life Support, because that is the highest level recognized in the State. And that is basically it. Otherwise, it is out for any suggestions or concerns you may have as Commissioners."

President Tuley said, "Basically, Jerry, I would like to give it to Alan and let him go through it. The only thing I had B. J. check was that the contract is within \$1,000 of what we had appropriated for 1995."

Mr. Key said it is renewed at the same rate as the last three years -- like \$197,000 and change - and that is what was drawn on the contract the last three years.

Commissioner Hunter said there was some question on this last year as to the amount appropriated by County Council and the final figure.

Mr. Key said it has been appropriated in previous years at \$185,000 and the contract was for \$197,000. Apparently it had been \$197,000 each of the two previous years, but it had been put in apparently in error at \$185,000 instead of at the \$197,000 or \$200,000 level -- and that is where they got into a bind for this current year. The contract was at the \$197,000 rate again, but the appropriation had been at \$185,000.

Attorney Kissinger said, "Mr. Key, you took that reference out of this contract and we shouldn't have any problem with that, am I correct? There was a reference in the previous contract to \$185,000 and another reference to the \$197,000 and that has not been included in this contract and that is probably appropriate."

Mr. Key said, "I didn't make any change. It was \$197,000 last time and I think our issue was the appropriation in the budgeting process was for \$185,000 and that is where it caught the Commissioners in that bind."

Mr. Tuley said, "For 1995 we had requested \$200,000 and the Council cut it down to \$197,000.00."

Attorney Kissinger said he will review the 1995 contract and try to report to the Commissioners next week. He will call Mr. Key if he has questions or needs any clarification.

Commissioner Borries said, "One I want to go back to -- just to get more information here about what you said. You said now that you would take care of all unpaid claims."

Mr. Key said, "Yes. We would be responsible for collections period, instead of handing them over to the County after 120 days. Now, the County does generate revenue from those, to whatever extent that might be. My rough estimate was that it might be between \$2,000 and \$4,000 per year. But, again, they incur all the costs of trying to collect that. So what we were throwing into this thing is if you'd like us to, we'd just be self-responsible for them and the County won't have to be involved in doing the collections. It's almost a break even process."

President Tuley said, "Well, there are attorney fees involved and by the time they get some of them in I understand they are high."

Commissioner Borries said, "Frankly, I think that is a step forward. I hope we'll give that some serious consideration, because I think you're exactly right. I won't say it's been a bad feeling, but it certainly has provided us with a major hurdle to overcome from time to time on this. So I commend you for doing that or at least considering it at this point."

Commissioner Hunter said, "You talked about your computerization. Did I understand you to say that you were committed to a decrease in response time?"

Mr. Key said, "A tighter response time. It's the same minutes -- but the standard changes. We used to, under the current contract for example, if the phone rings, you answer the phone, you find out where they are, get a call back number and you get a problem and they maybe begin to elaborate and you may want some additional routing information as to the best street or how do we get into the complex door or whatever -- at that point that is additional information we are gathering, but we already know enough information to dispatch an ambulance. Under

today's contract, the time doesn't start for response time until we've actually gotten off the phone, found the right ambulance to dispatch and call them. As soon as we dispatch them the clock starts. We're saying we're going to start it as soon as those three pieces of information are known and we're responsible from then on. There isn't that lag of unknown time that we're not held accountable for."

Mr. Hunter said, "So your clock starts sooner."

Mr. Key said that is correct. It's a tighter time schedule."

Mr. Borries asked, "Would you be willing to assist us? I think we may have sent one letter already to the State regarding a strange situation where the State had taken the name 'Boonville' off the road in the eastern part of our County. I don't know what routing system you all have, but it could get quite interesting if you are called to 'New Harmony Road' -- so you're going to have to take your choice. But we may ask you to respond at some point. Frankly, it's ludicrous what they did."

Commissioner Hunter stated, "A trip out there yesterday indicated that on the southbound lane the State hadn't changed one sign, they had changed five signs."

Mr. Borries said, "I don't know if you travel I-164 or not -- but if you use that as an exit, as I say, it is going to be very misleading for emergency vehicles such as yours, as well as other motorists. So we may ask you to forward a request to the State Highway Department."

RE: COUNTY ENGINEER - JOHN STOLL

Change Order/USI Project: Mr. Stoll said he has a change order on the USI Project that results in a \$2,300 increase for the project. It just involves some additional sealing of the barrier rails to protect them from any damage that may result from corrosion from salt and there is also a catch basin that needs the elevation adjusted. He recommends the change order be approved.

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

Travel Request/Tim Spurling: Mr. Stoll said he also has a travel request for Tim Spurling to drive to Milwaukee, WI for an Auto-Cad Seminar on September 25 thru September 30th. It will require the use of the County vehicle and the registration fee is \$500. This will be paid for out of their engineering equipment budgets. He also recommends approval of this travel.

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

Mr. Borries said he can fly -- he's a licensed pilot.

Mr. Stoll said he agreed to drive.

RE: COUNTY ATTORNEY - ALAN M. KISSINGER

Authorized Pay to Roger Hall: Attorney Kissinger said that Joanne Matthews of the Auditor's office once again dutifully brought to his attention that although the Commissioners had an Executive Session last week, they didn't make any final decision with regard to Roger Hall. At this time, he would recommend that the Commissioners authorize that Mr. Hall be paid for the time he was suspended.

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

(Commissioner Hunter exited the meeting at 6:55 p.m.)

Addendum to Auditorium Union Agreement: Attorney Kissinger said there has been an Addendum to the Auditorium agreement. A part of that Addendum deals with uniforms and another part of it deals with an additional amount of pay hourly for one of the employees for carrying a beeper. He has talked with the Teamster's attorney about this. He has not talked with Lewis Smith about it. He believes they are in agreement, but he would request that this matter be deferred until next week's meeting before he makes a recommendation to the Board.

Proposed Covenant/Rezoning of Real Estate at Corner of Burkhardt Rd. and Lloyd Expressway: Attorney Kissinger said that Attorney Ziemer has requested that he review a covenant that has been proposed by his client -- well two parties, in reference to the rezoning of real estate at the corner of Burkhardt Rd. and Lloyd Expressway. There were a couple of areas of concern that he discussed with a member of Mr. Ziemer's firm this morning. He understands that this particular rezoning petition is going to come up before the Commissioners next week (September 19th). He can advise the Commissioners now that he does have concerns. He has addressed those concerns to Mr. Ziemer's firm and believes they will be prepared to address those to the Commissioners next week.

Termination of Contract with Lady Day, Inc. for Food Concession at Burdette Park: Attorney Kissinger stated that a Notice by Certified Mail has been sent to Lady Day, Inc. in reference to the termination of the Burdette Park Food Concession Contract. That was sent last week. If the Commissioners will recall, the Commissioners approved the sending of that letter at a meeting approximately two weeks ago. We sent it after the Concessionaire had completed their duties at Burdette Park.

Final Closing Procedures for Purchase of Azteca Real Estate: It was noted by Mr. Kissinger that he now has all of the documents and necessary information to start the final closing procedures for the purchase of the Azteca real estate. We have the bids. All parties are in agreement that everything has been basically adequately provided for at this point. If he has the Commissioners' authority to do so, he will contact the property owners' attorney and tell them we are prepared to purchase the real estate and request that they take the necessary steps to show us that they have a good lien free title to the real estate.

Motion to authorize Attorney Kissinger to proceed with the final closing procedures was made by Commissioner Borries, with a second from Commissioner Tuley. So ordered.

Appraisals/Real Estate: Attorney Kissinger said he reported last week that the appraisals of that real estate had to be held in the Auditor's office on file for a certain period of time. He has checked the statute. They need to be held on file in the Commissioners' office for a period of five (5) years and they should be open to public inspection to anyone who would so request.

Council Ordinance/Issuance of Bonds for Purchase of Real Estate: Attorney Kissinger said he can only report to the Commissioners that we have gone back and forth on this as to the necessity of signing this particular portion of this Ordinance. By we, he means several bodies. Ultimately, it is his opinion that signing it is not going to hurt anything. He doesn't think it is going to accomplish anything, but some people would feel better if it were signed. He would recommend that the Commissioners sign the Original Ordinance signed by County Council. Once again, he is not certain the Commissioners are required to sign it. Two parties agree. Two parties disagree. They do all agree that it will have no negative effect if the Commissioners do sign it -- so he recommends it be signed.

Motion to sign the Ordinance was made by Commissioner Borries, with a second from Commissioner Tuley. So ordered.

RE: SUPERINTENDENT OF COUNTY BUILDINGS - MARK ABELL

Request for Water Fountain/3rd Floor/Old Court House: Mr. Abell said the County Engineer's office has come to him with a request that we put a water fountain on the 3rd floor of the Old Court House. Preliminarily, if we were to do so, it looks like it would cost us roughly \$450.00. Of course, we would go through Purchasing and all the legal steps -- and that is just an approximation. He thought he would come to the Commissioners and ask their opinions on that. Do they feel this would be worthwhile thing to do? He believes he has some money in an account that would accommodate that if the Commissioners feel this is a thing they want to do.

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

Auditorium/Request for Union Overtime Appropriation: Mr. Abell said this request came in too late to get on the agenda. Ms. Toten is requesting to go on Council Call for a union overtime appropriation.

Mr. Borries asked if we can still get this on for next month and Ms. Mayo replied affirmatively.

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

Travel Requests: Mr. Abell said he also has Travel Request forms for James L. Angermeier to attend the AIC Conference. He had put these in a few weeks back and we subsequently informed all elected officeholders it could be just only them that could travel, due to financial constraints. He re-submitted just for himself.

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

Acceptance of Check: Mr. Abell said we received a check from the American Insurance Management Corporation in the amount of \$110.00. They quietused it into the appropriate account and he is submitting copy of quietus for the record.

RE: COUNTY HIGHWAY - BILL MORPHEW

Weekly Work Report: Mr. Morphey submitted Weekly Work Report for period of September 2, 1994 thru September 8, 1994.....report received and filed.

Cypress-Dale/County Line West Rd.: Mr. Morphey said they have completed Cypress-Dale and are moving to County Line West Rd. They have a few spots out there to patch. They think they have a pretty good base there now and they're going to go over that with some base and resurface it.

Mr. Borries said he was down in Union Township and things look very good down there.

Mr. Morphey said they put quite an effort down there and agreed things look pretty good.

Salt Building: In response to query from Commissioner Borries as to where we stand on this -- was it left in the budget or out of the budget, Mr. Morphey said this is going to be requested through the CCD Fund at tomorrow's Council meeting. Mr. Borries said we spent all this money on remediation out there and, again, probably one of the big hazards, in his opinion, would be leaving that salt on the ground. He thinks the structure we're talking about would not corrode, because it was wooden -- maybe even something the County Highway people could assemble. Or, are we bidding it out? Mr. Morphey said he thinks they can do it in house. It is a 60 ft. by 68 ft. by 60-1/2 ft. building. It is creosoted wood and comes in a kit. They're going to assemble it at the location. The cost of the kit it is roughly \$96,000. There may be

some additional cost as far as concrete floor, hardware, wiring for lights, etc., but they're thinking \$100,000 would get it. He doesn't know if it is going to come up tomorrow, but he did have notice of a Council meeting tomorrow.

Ms. Mayo said it is a special called meeting on the CCD Fund, but she doesn't recall what it is for. Mr. Abell said it concerns the Biggerstaff property and removal of asbestos.

Mr. Tuley said the salt storage will probably have to wait until next month.

Mr. Morpew said the galvanized barn they are using now -- they can only get 400 tons of salt in it, and that is with it coming out through the cracks. The new building will be a 1,600 ton capacity barn.

Request for 4-Wheel Drive Vehicle: Mr. Borries said we still are literally spinning our wheels over your request for a 4-wheel drive vehicle probably -- the only person in the County who would probably have to drive the roads during inclement weather to look at the roads. But apparently a few folks on the Council don't get that. So we're still spinning our wheels on this 4-wheel drive vehicle, is that right?

Mr. Morpew replied, "Yes, sir; all they can say is no."

Mr. Borries asked, "What can we do to perhaps ask for reconsideration on that? I'm just trying to think -- I don't know whether it would be possible with a couple of the members on Council, but there may be some others who would reconsider as winter approaches. Do you have any estimates of how many miles that you drive? I know that's going to be hard to do, but I'm just trying to think of what your procedure is when we have a snow in Vanderburgh County. You have to be one of the first ones out and, of course, we have trucks and other things equipped to do that -- but, again, we have one 4-wheel drive vehicle assigned to the County Engineer's office, is that correct?"

Mr. Morpew replied, "Yes, sir. I, personally, drive approximately 300 miles per week in the County vehicle through just a normal week. During snow removal or even during a hard storm when there are a lot of trees and power lines down and things like that, we are out in force all over the entire county going from job to job from location to location and we could put on 300 miles in one night. We are a little different from the City or the State when we would clear roads and do snow removal. We get all the main arteries and then we do hit all the secondaries before we quit -- and that's approximately 600 miles of road. We generally work 24 to 30 hours straight before we break down."

Mr. Borries said, "If perhaps you could put some things down on paper, maybe we could ask Council to reconsider here as we move closer to winter. Maybe we can enlighten a few of them with some statistics here."

Ms. Mayo said, "If you were intending to put that on Council call, you need to do that by September 15th -- for an appropriation request, if that is what you intend to do."

Mr. Borries asked Mr. Tuley what he thinks.

Mr. Tuley said, "We'll just keep shooting away until they give it to us. It's ridiculous in this position, you know, not to have one."

Mr. Borries said, "Well, let's go ahead and I'll move then that it be placed on Council call."

Mr. Tuley seconded and so ordered.

Mr. Borries asked if Mr. Morpew can do a survey of some of the surrounding county garages in Posey County, Gibson County, Warrick County, City of Evansville, etc. and see if they might

have a 4-wheel drive vehicle available to their City or County Highway Superintendent.

Mr. Morphew said he has done that and he can go a little farther. The City Garage does have several 4-wheel drive vehicles, along with some neighboring counties. But he hasn't done an extensive search to determine how many counties have them.

Mr. Borries said he imagines the Evansville-Vanderburgh School Corporation may be another source. Mr. Johnson probably....

Mr. Morphew interrupted, "He does, too. I will put that together again and submit it."

RE: CONSENT AGENDA

There being no questions concerning items on the Consent Agenda, Mr. Borries moved the Consent Agenda be approved, as submitted. Seconded by Commissioner Tuley. So ordered.

RE: SCHEDULED MEETINGS

President Tuley noted a calendar of scheduled meetings is attached to tonight's meeting agenda. There is a Special Called County Council meeting tomorrow. Executive Sessions are scheduled for September 19th and 26th, as noted.

RE: OLD BUSINESS

Acceptance of Checks/Maintenance of Storm Drains, etc.: Mr. Borries said he has one item. He said, "One person, I guess, who always again in this information avalanche that we contend with, Joanne Matthews, always comes up here with some very good items for us to address. Otherwise, I guess they would literally fall through the cracks. There are some checks that were submitted -- I guess this goes through the County -- does it go through this Board rather than the Drainage Board?"

Ms. Matthews responded, "That is what we have been trying to determine. Every time they have been brought to the Commission they've been referred to the Drainage Board and vice versa -- and one or more of the checks is over a year old. She thought they had already been accepted by the Drainage Board, but that is not the case."

Mr. Borries continued, "What these are, these are checks we had held which were submitted by certain developers as payment for putting in linear feet of pipe for storm drainage in certain subdivisions. However, because we were considering a new Drainage Ordinance we never really acted on these -- I guess, thinking we were going to get that ordinance through and we have not yet done so. So if we could, under Old Business, I would move that these checks be approved as per the current ordinance and also forwarded to the Drainage Board for approval at their next meeting -- and that ought to establish that both Boards have approved these checks for acceptance."

Seconded by Commissioner Tuley. So ordered. He said since it will be the same Board, that shouldn't be a problem.

Mr. Tuley entertained further matters of Old Business to come before the Board. There were none.

RE: NEW BUSINESS

Xerox Machines/Auditor's Office: Chief Deputy Auditor Cindy Mayo asked if Mr. Tuley wants her to address the Xerox machines and he responded affirmatively. Ms. Mayo said the two copy machines that they have in the Auditor's office are for all of the County offices and we're starting to have quite a bit of maintenance on the big machine. They're in about once a week

anymore and there is quite a bit of down time. Therefore, we've been doing some checking and at a savings of \$148.00 per month we can get two (2) new machines in the office for a 60 month lease. The cost per month is \$1,199.92. The old cost is \$1,348.19. In addition, they have said that for the first three months there will be no per copy fee, which will be an additional savings of about \$3,300.00.

Mr. Tuley asked, "But the higher figure was already appropriated by Council?"

Ms. Mayo responded affirmatively.

Mr. Borries asked, "And your recommendation?"

Ms. Mayo said, "My recommendation would be that we go with the two (2) new machines."

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

President Tuley entertained further matters of business to come before the Board.

Introduction of Guests: Mr. Borries noted there is a group of individuals in the audience this evening. Is there any information from the group?

The Public Reporting Class from the University of Southern Indiana.

Mr. Borries said he hopes the Board hasn't confused them too much tonight. The Commissioners will be available to answer any questions they might have and certainly commend all of them for coming this evening. It could be worse. They could have been here for as long as he has.

There being no further business to come before the Board, President Tuley entertained a motion for adjournment. Motion to this effect made by Commissioner Borries, with a second from Commissioner Tuley. So ordered. Meeting adjourned at 7:35 p.m.

PRESENT:

Patrick Tuley  
Richard J. Borries  
Don L. Hunter  
Cindy Mayo, Chief Deputy Auditor  
Alan M. Kissinger, County Attorney  
Mark Abell, Supt./County Buildings  
John Stoll/County Engineer  
Bill Morphew/County Highway Supt.  
Robert Lensing/Judge, Superior Court  
Harris Howerton/Community Corrections  
Bruce Wheeler/Local Laborer's Union #561  
W. Doyle Wheeler/Local Laborer's Union #561  
Jerry Key/Mercy Ambulance  
Carolyn Reed/Habitat  
Steve Perry/Youth Care Center  
Mike Robling/DMD/City of Evansville  
Lynn Ellis/Purchasing Dept.  
Stephen Woodall/Chief Deputy Sheriff  
Dennis Buickel/Coroner  
Jim Adams/CHOICE  
Bobby Ogburn/Evansville Black Coalition, Inc.  
Janet Lancaster/Valley Watch  
W. Scott Lancaster/Valley Watch

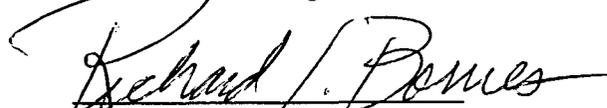
COMMISSIONERS MEETING  
September 12, 1994

24

John Blair/Valley Watch  
Tim Taylor/Mercy Ambulance  
Tim Eblen/Word of His Grace Fellowship  
Dennis Engler/Word of His Grace Fellowship  
Barbara Cunningham/Area Plan Commission  
Zreeta Hardin/Citizen  
Jayne Berry-Bland, County Treasurer  
Wayne Koons/Tom Deckard Ministries  
Greg Burger/Tom Deckard Ministries  
Ken Colbert/Evansville Housing Authority  
Others (Unidentified)  
News Media

SECRETARY: Joanne A. Matthews

  
\_\_\_\_\_  
Patrick Tuley, President

  
\_\_\_\_\_  
Richard J. Borries

\_\_\_\_\_  
Don L. Hunter, Member



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

RICHARD J. BORRIES

DON L. HUNTER

PATRICK TULEY

**AGENDA**

**VANDERBURGH COUNTY COMMISSIONERS  
September 12, 1994**

5:30 P.M.

**FINAL**

1. CALL TO ORDER
2. INTRODUCTIONS
3. PLEDGE OF ALLEGIANCE

**\*\*\*\*SURPLUS PROPERTY -- PUBLIC HEARING\*\*\*\***

4. ACTION ITEMS
  - A. Approval of Commissioner Minutes
  - B. Any group/individual wishing to address the commission
  - C. Lynn Ellis/Purchasing  
re: Award bid VC94-13 - body armor
  - D. Jayne Berry Bland/County Treasurer  
re: opening of cash management services proposals
  - E. Jerry Key/Mercy Ambulance  
re: discussion of 1995 contract

5. DEPARTMENT HEADS

Alan Kissinger ----- County Attorney  
Mark Abell ----- Superintendent of County Buildings  
Bill Morphew ----- County Garage  
John Stoll ----- County Engineer  
Harris Howerton ----- Community Corrections

**6. CONSENT ITEMS**

**A. Travel/Education**

EMA (1) - to be paid from their funds

Auditor (2)- to be paid from computer account

Coroner (1) - see specific information in folders regarding  
two conferences

**B. Employment Changes**

\*lists are in folders

**C. Council Call/Data Processing for reassessment funds**

\*see attached request

**D. Letter from Lincoln Senior Citizens Center requesting use of  
Bishea building free of charge (this is done annually, Burdette  
advises that this is acceptable)**

**7. Scheduled Meetings - List attached**

**8. OLD BUSINESS**

**9. NEW BUSINESS**

**10. MEETING ADJOURNED**

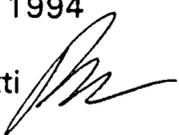
COUNTY ENGINEER'S

CONSENT AGENDA

SEPTEMBER 12, 1994

CHANGE ORDER - SCHROEDER ROAD CULVERT REPL. VC 94-07-02	\$ 962.55
1. CLAIMS:	
CONTRACTUAL SERVICES 203-3930	
Koberstein Trucking (VC 94-07-02(1))	\$ 24,362.55
Community Jobs Club (Inv. #12)	\$ 60.00
M & W. Concrete (VC 94-07-02) Inv. #6427	\$ 10,200.00
GREEN RIVER ROAD SOUTH 216-4927	
City of Evansville (Construction Inv. #1)	\$246,926.09

**MEMORANDUM**

**Date:** September 7, 1994  
**From:** P.R. Cappelletti   
**To:** B.J. Ferrell  
**Subject:** Reassessment Account Funds

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Per our discussion, an appropriation request from the Reassessment Account must be scheduled for the October meeting of the County Council. As you are aware, a bid was awarded to CSS Associates Inc earlier in the year for the new Computer Aided Mass Appraisal System. During the past several months, computers have been purchased, software installed, training completed and files are being converted.

The following invoices have been received from CSS Associates Inc. and will be taken to Databoard for approval for payment during their regularly scheduled meeting of September 27, 1994. The board will be advised that the appropriation request is schedule for the October meeting and that sufficient funding exists.

According to our calculations, the REASSESSMENT Account (2490), after the appropriations of September 7, would have a balance of \$16,890. The REASSESSMENT1 Account (2491), has a balance of \$41,858.22. The combined balance is \$58,748.22.

The invoices from CSS are as follows:

Date	Invoice#	Description	Amount
8/23/94	923211	On site training - July '94	\$3,800.00
8/23/94	923210	Proval Install & first year support	12,000.00
8/23/94	923209	Proval Base Site & PC Licenses	37,400.00
		<b>Total</b>	<b>\$53,200.00</b>

This appropriation will conclude all scheduled payments to CSS for the initial installation and first year support. Support for the remaining years (2,3,4,etc) will come from my standard 3860 account and is budgeted according to the bid.

Please prepare the appropriate requests for submission to County Council.

# September 1994

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
4 247 / 118	5 248 / 117 Labor Day	6 249 / 116 12:00pm County Council Budget Hearing 4:00pm Exec. Session 5:30pm Commissioners	7 250 / 115 3:30pm County Council	8 251 / 114 Pay Day	9 252 / 113 Pay Day	10 253 / 112
11 254 / 111	12 255 / 110 3:30pm Dept. Head 4:30pm Solid Waste 5:30pm Commissioners	13 256 / 109 12:30pm County Council	14 257 / 108	15 258 / 107 5:00pm Pigeon Creek	16 259 / 106	17 260 / 105
18 261 / 104	19 262 / 103 4:00pm Exec. Session 5:30pm Commissioners 7:00pm Rezoning	20 263 / 102 9:00am Insurance Comm.	21 264 / 101	22 265 / 100 9:00am Steering Comm.	23 266 / 99 Pay Day	24 267 / 98
25 268 / 97	26 269 / 96 4:00pm Exec. Session 5:30pm Commissioners 6:30pm Drainage Bd.	27 270 / 95	28 271 / 94 3:30pm Personnel & Finance	29 272 / 93	30 273 / 92	

August

S	M	T	W	T	F	S
1	2	3	4	5	6	
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

October

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department ELECTION OFFICE *ed*

### APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY		EFFECTIVE
121-112	PAM DANIELS	1808 RAVENSWOOD DR	CLERK	6	00	9-12-94
121-112	JANE WILKE	6617 KRATZVILLE RD	CLERK	6	00	9-12-94

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

### RELEASED

	NAME	ADDRESS	POSITION	SALARY		EFFECTIVE

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY *Albina Malloch* DATE 9-12-94

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department CENTER ASSESSOR *ed*

### APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY		EFFECTIVE
				HOUR		
11101990	ROBERT S. FOERSTER	8503 N GREENRIVER RD	PART TIME FIELD DEP	5	00	9/12/94

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

### RELEASED

	NAME	ADDRESS	POSITION	SALARY		EFFECTIVE

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY *Alvin J. ...* DATE 9-9-94

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department VANDERBURGH COUNTY HWY. DEPT. 2010 02010 *ed by st*

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
20101038	JAMES D. SMITH	1520 S. ST. JAMES BLVD	EQUIPMENT OP.	11 8923	9-6-94
	MEDICAL LEAVE OF ABSENCE, WITH INSURANCE FOR				
	SIXTY DAYS APPROXIMATELY.				

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY William F. Maguire DATE 9-9-94

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department VANDERBURGH COUNTY HWY. DEPT. 2010 02010 *ed by st*

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
20101045	ROGER K. HALL	1520 S. FAIRLAWN AVE.	LABORER	11 3562	8-31-94
	RETURN TO WORK FROM LCA WITH DRS. EXCUSE.				

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY William F. Maguire DATE 9-9-94

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department ELECTION OFFICE *sl*

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
121-112	MARY BASSEMIER	6618 LT.SCHAEFER RD	CLERK	6 00	9-6-94
121-112	NANCY KLEIMAN	16639 BIG CYNTHIANA RD HAUBSTADT IN 47639	CLERK	6 00	9-6-94

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY *Albina Mallock* DATE 9-6-94

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department VANDERBURGH COUNTY HEALTH DEPARTMENT/MCH *sl*

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
213.0-1170	Dippel, Diana	1429 Mesker Park Dr. Evansville, IN 47720	P.N.P.	39,000 00	9/24/94

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
213.2-1150	Dippel, Diana	1429 Mesker Park Dr. Evansville, IN 47720	P.N.P.	39,000 00	9/24/94

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY *Saul Olds* DATE 9-26-94

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Board of Commissioners of Vanderburgh County will hold a public hearing on the 12th day of September, 1994, at 5:30 P.M., in Room 307 of the Civic Center Complex, Vanderburgh County, Indiana, on the subject of the sale or transfer of certain surplus real estate owned by Vanderburgh County to Indiana nonprofit corporations. Any prospective buyer or transferee must furnish to the Superintendent of County Buildings satisfactory proof that it is an Indiana nonprofit corporation, as defined by Title 26 U.S.C.A. §501, on or before the 11th day of September, 1994. At the time of the public hearing the Board of Commissioners may establish additional terms and conditions of sale or transfer.

The following is a list of the locations and descriptions of the properties to be sold or transferred:

(PLACE INSERT HERE)

BOARD OF COMMISSIONERS OF VANDERBURGH COUNTY  
Patrick Tuley, President  
Richard J. Borries, Vice-President  
Don L. Hunter, Member

ATTEST:  
Sam Humphrey  
Vanderburgh County Auditor

APPROVED:  
Alan Kissinger  
Vanderburgh County Attorney

CERT.NO.	TAX CODE NUMBER	LEGAL DESCRIPTION PROPERTY ADDRESS
100A	02-080-02-194-025	PT NW SW 12-6-11 .098 A 3819 BEHIND N 12TH
101A	05-020-07-079-022	IMP ON LEASED LAND HELFRICH 18-6-11 UPPER MT VERNON
102A	09-180-12-019-038	EASTVIEW TERR L.13 BL.8 2044 KATHLEEN
103A	09-180-12-020-040	EASTVIEW TERR L.18 BL.7 2130 KATHLEEN
104A	09-200-12-063-017	GARVINWOOD L.321 1442 DIVISION
105A	09-320-13-092-001	LORRAINE PK O L.1 SEC B
107A	09-390-14-044-011	PARK PLACE L.15 L.16 BL.26 1819 S KERTH
108A	09-390-14-046-001	PARK PL L.1 BL.10 2000 S NEW YORK
109A	09-410-14-083-053	MALEY WERTZ SECOND SUB PT L.14 2210 VAN BIBBER AVE
110A	09-450-15-010-031	ROSEDALE PARK PT L.32 BL.2 1222 E SYCAMORE
111A	09-450-15-010-032	ROSEDALE PK PT L.33 BL.2 E SYCAMORE ST
113A	09-660-17-032-005	PT SW 1-4 22-6-10 700 X 20FT
114A	10-040-18-044-036	HOWELL L.32 BL.6 1412 DELMAR AVE
115A	10-080-18-115-040	WESTHOME L.21 BL.4 513 BELL AVE

CERT.NO.	TAX CODE NUMBER	LEGAL DESCRIPTION PROPERTY ADDRESS
117A	10-170-18-169-030	EVILLE INDL ADD L.31 BL. 127 900 BLK S WERNER AVE
118A	10-170-18-169-031	EVILLE INDL ADD L.32 BLK. 127 900 BLK S WERNER AVE
119A	10-180-18-173-005	EVILLEINDL ADD L.1 BL.152 700 BLK SEILER AVE
120A	10-180-18-173-006	EVILLE INDL ADD L.2 BL.152 700 BLK SEILER AVE
121A	10-180-18-173-007	EVILLE INDL ADD L.3 BL.152 700 BLK SEILER AVE
122A	10-180-18-173-008	EVILLE INDL ADD L.4 BL.152 700 BLK SEILER AVE
123A	10-180-18-173-009	EVILLE INDL ADD L.5 BL.152 700 BLK SEILER AVE
124A	10-180-18-173-010	EVILLE INDL ADD L.6 BL.152 700 BLK SEILER AVE
125A	10-180-18-173-011	EVILLE INDL ADD L.7 BL.152 700 BLK SEILER AVE
126A	10-180-18-173-012	EVILLE INDL ADD L.8 BL.152 700 BLK SEILER AVE
127A	10-180-18-173-013	EVILLE INDL ADD L.9 BL.152 700 BLK SEILER AVE
128A	10-180-18-174-018	EVILLE INDL ADD PT LTS 17-22 BL.153 DURBIN AVE
129A	10-180-18-175-025	EVILLE INDL ADD L.27 L 155 SEILER AVE
130A	10-180-18-175-026	EVILLE INDL ADD L.28 BL. 155 SEILER AVE
131A	10-180-18-175-027	EVILLE INDL ADD L.29 BL.155 SEILER AVE
132A	10-180-18-176-007	EVILLE INDL ADD L.9 BL.163 900 BLK S CRAIG AVE
133A	10-180-18-176-010	EVILLE INDL ADD L.21 BL. 163 922 S CRAIG AVE
134A	11-020-20-050-008	EASTERN ENL L.8 BL.2 215 E CHERRY ST
135A	11-060-21-041-018	CHESTNUT ST ADD PTS L.21 AND 22 1028 E CHERRY ST

CERT.NO.	TAX CODE NUMBER	LEGAL DESCRIPTION PROPERTY ADDRESS
136A	11-060-21-042-006	CHERRY ST ADD L. 7 1011 E CHERRY
138A	11-060-21-042-012	CHERRY ST ADD PT L.14 PT L. 15 1023 E CHERRY ST
139A	11-060-21-043-007	DALZELL PL PT L.14 309 E WALNUT
143A	11-060-21-043-018	DALZELL PL L.27 1114 E CHERRY ST
144A	11-070-21-054-021	ELLIOTTS ENL L.16 BL. 1 512 E MULBERRY ST
145A	11-070-21-054-022	ELLIOTTS ENL LTS 17 & 18 514 516 E MULBERRY
146A	11-070-21-056-011	ELLIOTTS ENL L.6 7 BL.4 511 E MULBERRY
150A	11-070-21-057-028	ELLIOTTS ENL 10FT L.13 15FT L.14 BL.6 406 E GUM ST
151A	11-070-21-058-007	ELLIOTTS ENL L.2 BL.5 521 BELLEMEADE
152A	11-070-21-058-009	ELLIOTTS ENL L.4 BL.5 517 BELLEMEADE
153A	11-070-21-059-052	SOUTHERN ENL L.3 BL.22 784 S GOVERNOR
155A	11-080-21-060-005	ELLIOTTS ENL L.2 BL.7 NELSON SUB 421 E GUM ST
157A	11-080-21-060-013	ELLIOTTS ENL L.10 3 5/12 FT L.11 BL.7 773 S ELLIOTT
159A	11-080-21-063-009	SOUTHERN ENL L.13 BL.14 665 LINE ST
160A	11-080-21-066-006	SOUTHERN ENL L.10 BL.9 768 SE 8TH ST
161A	11-080-21-066-010	SOUTHERN ENL L 14 BL.9 778 SE 8TH ST
162A	11-080-21-067-018	SOUTHERN ENL L.24 BL.16 785 LINE ST
163A	11-090-21-072-002	SOUTHERN ENL L.2 BL.8 INGLEHEARTS SUB 203 E CHANDLER AVE

CERT.NO.	TAX CODE NUMBER	LEGAL DESCRIPTION PROPERTY ADDRESS
164A	11-090-21-072-004	SOUTHERN ENL INGLEHEARTS SUB L.4 BL.1 207 E CHANDLER
165A	11-090-21-073-022	SOUTHERN ENL L.27 BL.17 803 LINE ST
166A	11-090-21-073-023	SOUTHERN ENL L.28 BL.17 801 LINE ST
167A	11-090-21-074-021	SOUTHERN ENL L.23 BL.20 811 S GOVERNOR
168A	11-090-21-074-031	SOUTHERN ENL L.5 BL.23 808 S GOVERNOR
169A	11-090-21-074-038	SOUTHERN ENL L.12 14FT L.13 BL.23 824 S GOVERNOR
170A	11-090-21-075-015	SOUTHERN ENL L.1 BL.26 802 S ELLIOTT
171A	11-090-21-077-003	SOUTHERN ENL L.4 BL.25 906 S ELLIOTT
172A	11-090-21-079-007	SOUTHERN ENL PT L.8 BL.19 & PT VAC ALLEY 913 S GOVERNOR
173A	11-090-21-079-008	SOUTHERN ENL L.13 BL.19 911 S GOVERNOR
174A	11-090-21-079-011	SOUTHERN ENL L.13 BL.19 903 S GOVERNOR
175A	11-100-21-082-014	BLACKFORD GROVE 6FT ALLEY 30FT E END L.1 TO L.4 BL.1 10 E BLACKFORD
176A	11-100-21-085-005	BLACKFORD GROVE 30 X 112 FT L.13 TO L.16 BL.2 41 E BLACKFORD
177A	11-100-21-090-015	BLACKFORD GROVE 10FT L.29 21.5FT L.30 BL.7 917 S ELLIOTT
178A	11-100-22-001-007	GOODSELLS ENL 5FT L.11 12 & 6FT ALLEY ADJ L.12 BL.1 25 WASHINGTON AVE
179A	11-100-22-003-007	GOODSELLS ENL 21FT L.37 BL.4 & PT VAC ALLEY 122 ADAMS AVE
181A	11-110-22-007-008	ROBINSON ADD L.3 15FT L.4 BL.1 404 ADAMS AVE
182A	11-110-22-013-006	GOODSELLS ENL L.9 BL.5 117 ADAMS AVE
183A	11-110-22-014-001	GOODSELLS ENL L.13 5FT L.14 BL.5 201 ADAMS AVE
184A	11-110-22-015-008	GOODSELLS ENL L.13 & 1/2 VAC ALLEY ADJ L.13 BL.2 81 83 ADAMS AVE

CERT.NO.	TAX CODE NUMBER	LEGAL DESCRIPTION PROPERTY ADDRESS
185A	11-110-22-0017-002	GOODSELLS ENL L.8 BL.3 15 JEFFERSON AVE
186A	11-110-22-020-014	GOODSELL ENL L.34 & 35 BL.6 202 204 MADISON AVE
187A	11-120-22-023-001	ROBINSON ADD L.1 23 1/2 FT L.2 BL.3 403 JEFFERSON
188A	11-120-22-023-022	ROBINSON ADD L.20 BL.3 400 MADISON
189A	11-120-22-027-021	PARRETTS ENL SUB 3 TO 5 L.27 BL.1 1206 CULVER DR
190A	11-120-22-027-022	ROBT D RICHARDSONS AMENDED SUB L 28 1204 CULVER
191A	11-120-22-028-006	PARRETTS ENL JW LAUERS SUB L.6 1/2 L.5 BL.2 1212 JUDSON AV
192A	11-120-22-028-009	PARRETTS ENL LAUERS SUB ADJ 1/2 LTS 10 & 11 BL.2 1218 JUDSON AVE
193A	11-130-22-042-016	PARRETTS ENL 55FT REAR L.3 BL.6 310 312 TAYLOR AVE
194A	11-130-22-042-030	ALTHEIDES SUB L.10 1/2 L.11 PARRETTS L.6 1419 S GOVERNOR
195A	11-140-22-047-002	PARRETT ENL L.2 M J BRAYS SUB L.1 & 2 BL.8 1502 CULVER DR
196A	11-140-22-047-017	PARRETTS ENL M J BRAYS JRS SUB PT L.15 & PT L.16 BL.8 1513 JUDSON AVE
197A	11-150-22-065-011	CROFTON PL L.16 BL.2 318 CASS AVE
198A	11-150-22-065-013	CROFTON PL L.18 & 19 BL.2 314 CASS AVE
199A	11-160-22-074-027	LOWENTHALS ADD L.26 BL.1 1676 S ELLIOTT
201A	11-170-22-085-044	RIVERSIDE PL PT LTS 54 & 55 732 SWEETSER
202A	11-170-23-003-009	COLUMBIA ADDPT L.11 PT L.24 773 LINCOLN AVE
203A	11-180-23-013-009	COLUMBIA ADD L.9 BL.5 623 E GUM
204A	11-190-23-031-012	COLUMBIA ADD L.32 L. 33 BL.16 734 E BLACKFORD

CERT.NO.	TAX CODE NUMBER	LEGAL DESCRIPTION PROPERTY ADDRESS
205A	11-190-23-032-020	COLUMBIA ADD AHLERING SUB 20FT L.32 15FT L.31 BL.2 606 E BLACKFORD
206A	11-220-23-067-007	SOUTH PK L.14 1/2 L.15 BL.2 727 MONROE
207A	11-220-23-072-008	HARRISON PL BL. 1 L.18 802 ADAMS AVE
208A	11-220-23-074-007	HARRISON PL L.10 & 1/2 L.11 BL.3 819 JEFFERSON AVE
210A	11-230-23-078-022	PLAT LANDS OF DURHAM HEIRS PT L.1 609 MADISON AVE
212A	11-250-24-001-012	SHANKLIN ENL L.16 BL.1 310 N SHERMAN
213A	11-250-24-007-007	SHANKLIN ENL L.8 BL.8 615 E FRANKLIN AVE
214A	11-280-24-041-004	BALLARDS ADD L.8 BL.4 437 S EVANS
215A	11-280-24-041-005	BALLARDS ADD L.10 BL.4 435 S EVANS
216A	11-280-24-041-007	BALLARDS ADD L.14 BL.4 431 S EVANS
217A	11-280-24-041-036	BALLARDS ADD L 33 1/2 L.35 BL.5 408 S EVANS
218A	11-280-24-042-021	BALLARDS ADD STEWARTS SUB L.1 BL.7 & PT VACATED ST 800 LINCOLN AVE
220A	11-290-24-052-026	LINCOLN PL L.8 BL.2 409 S BEDFORD AVE
221A	11-290-24-055-015	LINCOLN PL 15FT L.13 30FT L.14 BL.6 507 S DENBY AVE
222A	11-290-24-058-002	PT E 1/2 NE 20.8 X 83.5FT 29-6-10 815 E WALNUT ST
223A	11-310-24-073-004	MARLETT & LENNERTS ENL L.7 8 & 6FT L.9 BL.2 1232 1234 E INDIANA
225A	11-340-25-016-015	H & E ENL 18FT L 16 L.17 BL.14 506 E IOWA
226A	11-350-25-033-017	H & ENL L.22 BL.30 400 E FRANKLIN
228A	11-350-25-039-010	H & ENL L 29 BL.35 21 W FRANKLIN
229A	11-380-25-095-003	KUMLERS ADD L.8 BL.6 639 E MISSOURI

CERT.NO.	TAX CODE NUMBER	LEGAL DESCRIPTION PROPERTY ADDRESS
230A	11-380-25-096-020	KUMLERS ADD L.25 BL.5 626 E MISSOURI
231A	11-410-26-015-028	SHARPES ENL 24FT L.16 BL.5 105 HARRIETT
232A	11-430-26-036-004	BRINKMEYER ENL L.17 BL.1 107 READ
233A	11-430-26-037-013	NORTHERN ENL 20FT E SIDE L.15 BL.6 112 W ILLINOIS
234A	11-430-26-039-007	NORTHERN ENL 20FT L.7 BL 6 105 W ILLINOIS
235A	11-430-26-040-015	NORTHERN ENL L.4 BL.8 211 E FRANKLIN
236A	11-450-26-068-18	WOODLAWN HOLZGRAFES SUB L.40 BL.1 1211 N BAKER
238A	11-490-27-021-014	JACOBSVILLE L.5 BL.13 1209 MARY ST
240A	11-490-27-023-025	FOREST PK L3 & 4 BL.1 1314 1312 HARRIETT ST
241A	11-490-27-035-008	DUNKS AD PT L.8 818 OAKLEY
244A	11-530-28-004-025	HEINLEINS ADD L.2 BL.13 1013 N FOURTH
245A	11-530-28-005-044	GERMAN BLDG ASSN TR PT L.47 & PT L.48 1126 W LOUISIANA
246A	11-550-28-035-003	SPRINGDALE PT L.13 PT L.14 BL.4 1015 1017 PARK ST
247A	11-550-28-038-013	WILDES SUB L.13 1626 W FLORIDA
248A	11-560-28-058-002	BLANKENBURGH L.2 BL.9 1503 FLORENCE
249A	11-560-28-058-014	BLANKENBURGH LTS 21 & 22 BL.9 1508 UHLHORN
250A	11-570-28-063-012	BLANKENBURGH L.19 BL.13 1612 KELLER ST
253A	11-620-29-099-018	LAMASCO PT L.3 PT L.4 PT L.5 BL.21 1305 1307 W DELAWARE
254A	11-740-31-135-010	BELLS SUB SEC 8-6-10 PT L23
255A	11-770-32-041-014	INGLESIDE L.23 BL.6 2828 EGMONT ST

CERT.NO.	TAX CODE NUMBER	LEGAL DESCRIPTION PROPERTY ADDRESS
256A	11-790-33-070-005	MT AUBURN NO S L.3 BL.B 1816 BUCHANAN
258A	12-120-34-164-004	AVONDALE SUB L.1 TO 6 & 14 TO 18 L.28 & 29 BL.A 2615 ABOUT MARY ST

Corporation for Housing Opportunities In the  
City of Evansville

# CHOICE

216 Washington Avenue Evansville, IN 47713 (812)422-2537 Fax (812)422-5177

---



September 12, 1994

Mark Abell / County Commissioners  
Superintendent of County Buildings  
305 Administration Building  
Civic Center Complex  
Evansville, IN 47708

Dear Mr. Abell,

CHOICE would like to request these parcels of the County's surplus property.

Our priority would be placed on :

202/204 Madison  
609 Madison  
314 Cass  
732 Sweetser

We have very definite plans for these four properties. We will start with some form of renovation as soon as our legal counsel is comfortable with our level of ownership. This action will take place in 1994, no later than early in 1995.

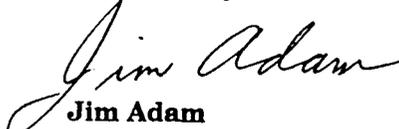
The other property that we would like to be considered for:  
409 S. Bedford

We anticipate that this project will also be done in 1995 with some unidentified source of funds.

We also realize that our liabilities will start as soon as we receive these properties and not when our projects start.

We do appreciate any and all considerations given to our organization. Please advise as to how you want us to proceed.

Respectfully,

  
Jim Adam  
Executive Director

Equal Housing Opportunities



**RESOLUTION OF THE BOARD OF COMMISSIONERS  
OF VANDERBURGH COUNTY  
CONCERNING THE U.S. 41 AND BASELINE ROAD  
ECONOMIC DEVELOPMENT AREA**

Whereas, the Vanderburgh County Redevelopment Commission, on the 25th day of August, 1994, adopted a Declaratory Resolution concerning the establishment of the U.S. 41 and Baseline Road Economic Development Area; and

Whereas, Indiana's redevelopment statute, IC 36-7-14, requires approval of said Declaratory Resolution by the Board of Commissioners before the Vanderburgh County Redevelopment Commission may proceed with the Economic Development Plan; and

Whereas, the Area Plan Commission of Evansville and Vanderburgh County, Indiana has reviewed said Declaratory Resolution and Economic Development Plan, pursuant to IC 36-7-14-16, and has issued its written order approving the Declaratory Resolution and Economic Development Plan; and

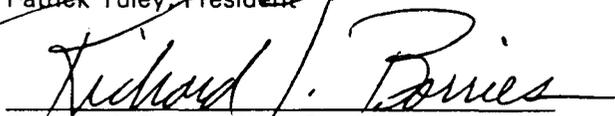
Whereas, the Board of Commissioners has reviewed the Declaratory Resolution and its supporting Factual Report and Economic Development Plan for the U.S. 41 and Baseline Road Economic Development Area.

NOW, THEREFORE BE IT RESOLVED by the Board of Commissioners of Vanderburgh County, Indiana, that the Declaratory Resolution and Economic Development Plan for the U.S. 41 and Baseline Road Economic Development Area and the Approving Order of the Area Plan Commission are hereby approved.

Adopted this 12<sup>th</sup> day of September, 1994

**Board of Commissioners  
of Vanderburgh County, Indiana**

  
Patrick Tuley, President

  
Richard J. Borries, Vice President

  
Don Hunter, Member

ATTEST:

  
Sam Humphrey, Auditor

**ORDINANCE NO. \_\_\_\_\_**  
**BOARD OF COMMISSIONERS**  
**VANDEBURGH COUNTY**

WHEREAS, IC36-7-14.5 ("Act") authorizes the legislative body of a unit to create a redevelopment authority as a separate body corporate and politic and as an instrumentality of the unit to finance local public improvements for lease to the unit's redevelopment commission;

WHEREAS, the Vanderburgh County, Indiana ("County") Redevelopment Commission ("Commission") has adopted a declaratory resolution establishing an economic development area; and

WHEREAS, the Board of Commissioners is the legislative body of the County and now finds that it will be in the best interests of the County to create an instrumentality of the County under the Act as a separate body corporate and politic to finance local public improvements for lease to the Commission;

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF THE COUNTY OF VANDERBURGH, INDIANA:

1. The County hereby creates a redevelopment authority under the Act to be known as the Vanderburgh County Redevelopment Authority ("Authority") as a separate body corporate and politic and as an instrumentality of the County.
2. The Authority is organized for the following purposes:
  - (a) financing, constructing, and leasing local public improvements to the Commission;
  - (b) financing and constructing additional improvements to local public improvements owned by the Authority and leasing them to the Commission;
  - (c) acquiring all or a portion of one or more local public improvements from the Commission by purchase or lease and leasing these local public improvements back to the Commission, with any additional improvements that may be made to them;
  - (d) acquiring all or a portion of one or more local public improvements from the Commission by purchase or lease to fund or refund indebtedness incurred on account of those local public improvements to enable the Commission to make a savings in debt service obligations or lease rental obligations or to obtain relief from covenants that the Commission considers to be unduly burdensome; and
  - (e) any other purposes permitted by the Act, including the issuance of bonds to finance local public improvements.

3. The Board of Directors of the Authority shall be composed of three members who are residents of the County and shall be appointed by the Board of Commissioners for three year terms.
4. This ordinance is effective upon passage.

Adopted this 12<sup>th</sup> day of September, 1994, by a vote of 3 in favor, 0 opposed.

BOARD OF COMMISSIONERS OF THE COUNTY  
OF VANDERBURGH, INDIANA

Pat Tuley  
Pat Tuley, President

Richard J. Borries  
Richard J. Borries, Vice President

Don Hunter  
Don Hunter, Member

ATTEST:

Sam Humphrey cm  
Sam Humphrey, Auditor



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

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

## AGENDA REQUEST

**NAME OF REQUESTOR:** DENNIS L. BUICKEL

**REQUESTOR TITLE:** County Coroner

**DEPARTMENT:** Coroner's Office

**REQUEST(S) BEING MADE:**

- \* Establishment of a "non-reverting fund" - RB/DH
- Travel to Indianapolis, IN (Assoc. Indiana Counties) - DH/RS
- Travel to Collinsville, IL (IL CORONERS' ASSOC) - DH/RS

\* Per C. Kissinger, D. Buickel to contact D. Brinkmeyer  
and ask that he prepare the Ordinance.

**DATE TO BE PLACED ON AGENDA:** September 12, 1994

**ACTION** \_\_\_\_\_ **CONSENT** \_\_\_\_\_ **OTHER** \_\_\_\_\_



INDIANA DEPARTMENT OF CORRECTION

E334 Indiana Government Center South  
302 W. Washington St.  
Indianapolis, IN 46204  
(317) 232-5715

September 6, 1994

Honorable Robert Lensing, Judge  
Vanderburgh County Superior Court  
Courts Building  
Evansville, Indiana 47708

Re: 1994-95 Grant Application/Amendment--Juvenile

Dear Judge Lensing:

Enclosed please find a copy of your 1994-95 Grant Application with Grant Act Amendment. The application represents an integral part of the agreement and should remain attached during the local signature process. The basic application may, however, be retained for your local records when you return the signed agreement.

Please process the application/amendment to your county executive and auditor and return it immediately. Make certain that only original signatures are placed on the agreement (no signature stamps).

Remember that the application/agreement is not final or valid until approved by all signatories at both the local and state level. No grant expenditure contained herein shall be made until the agreement has been signed and approved by all signatories.

Please return your signed Grant Act Amendment to my attention at E334 Indiana Government Center South, 302 West Washington Street, Indianapolis, Indiana 46204.

Your cooperation is appreciated. If you have any questions, feel free to call. (317/232-5763)

Sincerely,

M. M. (Don) Vyas, Director  
Community Corrections Services/Juvenile

MMV/jp

cc: President, Community Corrections Advisory Board

An Equal Opportunity Employer

IN WITNESS HEREOF, Vanderburgh County Board of County Commissioners and the Department of Correction have executed this Agreement as of the date above written.

INDIANA DEPARTMENT OF CORRECTION      THE BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
H. Christian DeBruyn, Commissioner      COUNTY(ies)  
Date: \_\_\_\_\_      Date: \_\_\_\_\_

INDIANA DEPARTMENT OF ADMINISTRATION

*Patricia Juley*  
\_\_\_\_\_  
COUNTY COMMISSIONER  
Date: *Sept 12, 1994*

\_\_\_\_\_  
Katherine Humphreys, Commissioner  
Date: \_\_\_\_\_

INDIANA STATE BUDGET AGENCY

*Richard J. Barries*  
\_\_\_\_\_  
COUNTY COMMISSIONER  
Date: *Sept. 12, 1994*

\_\_\_\_\_  
Jean S. Blackwell, Director  
Date: \_\_\_\_\_

*John Hunt*  
\_\_\_\_\_  
COUNTY COMMISSIONER

Approved to form and legality by:      Date: *Sept. 13, 1994*

\_\_\_\_\_  
Pamela Carter, Attorney General  
Date: \_\_\_\_\_

AUDITOR OF COUNTY  
\_\_\_\_\_  
COUNTY(ies)  
Date: \_\_\_\_\_



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

RICHARD J. BORRIES

DON L. HUNTER

PATRICK TULEY

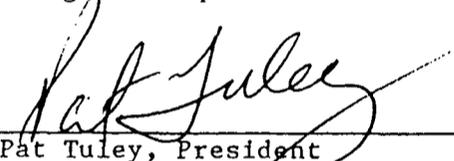
September 12, 1994

Mr. H. Christian DeBruyn, Commissioner  
Indiana Department of Correction  
E334 Indiana Government Center South  
Indianapolis, Indiana 46204

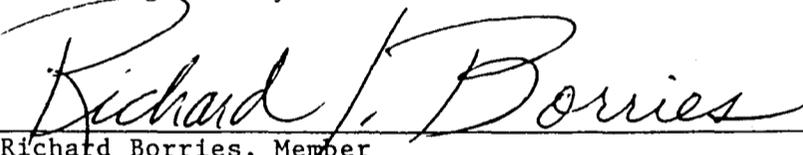
Commissioner DeBruyn,

On this date, Harris Howerton, Secretary-Treasurer of the Vanderburgh County Community Correction Advisory Board, notified this body of a resolution by the Vanderburgh County Community Correction Advisory Board, approving an amended Juvenile Component Community Correction grant application (fiscal year 1994-1995). The amended grant application to be used in the Juvenile Component totalled Two Hundred Sixty Thousand dollars (\$260,000).

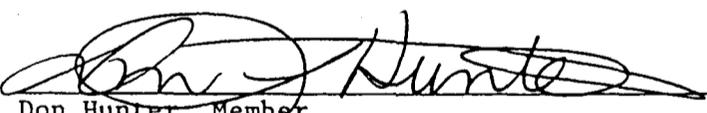
Therefore, on this date, as acknowledged by our signatures below, we, the Board of Commissioners of the County of Vanderburgh, State of Indiana, approve the grant request.

  
\_\_\_\_\_  
Pat Tuley, President  
Vanderburgh County Commissioners

9-12-94  
Date

  
\_\_\_\_\_  
Richard Borries, Member  
Vanderburgh County Commissioners

9-12-94  
Date

  
\_\_\_\_\_  
Don Hunter, Member  
Vanderburgh County Commissioners

9-12-94  
Date



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

RICHARD J. BORRIE  
DON L. HUNTER  
PATRICK R. TULEY

## AGENDA REQUEST

**NAME OF REQUESTOR:** Harris Howerton

**REQUESTOR TITLE:** Executive Director of Community Corrections

**DEPARTMENT:** Vanderburgh Community Corrections

### REQUEST(S) BEING MADE:

1. Approval of a grant request for the Juvenile Component.

2. Approval for Executive Director to travel to Chesterton, Indiana for an  
annual Fall conference of the Indiana Association of Community Corrections  
Act Counties, November 16, 17, & 18, 1994.

**DATE TO BE PLACED ON AGENDA:** September 12, 1994

**ACTION** X (1)      **CONSENT** X (2)      **OTHER** \_\_\_\_\_

VANDERBURGH COUNTY CORRECTION COMPLEX

1505 N. THIRD AVENUE  
EVANSVILLE, INDIANA 47710  
PHONE: (812) 435-5429-FAX: (812) 435-5462

RICHARD L. YOUNG, JUDGE  
VANDERBURGH CIRCUIT COURT

HARRIS R. HOWERTON  
DIRECTOR OF COURT SERVICES

JERRY STECKLER, SR.  
ASSISTANT DIRECTOR

ROBERT L. HART, JR.  
ASSISTANT DIRECTOR

KAREN L. ANGERMEIER  
EXECUTIVE ASSISTANT

A. DALE WILLIAMS  
RESIDENTIAL CAPTAIN

BEVERLY K. CORN  
MAGISTRATE

REGINA JOHNSON  
ADMINISTRATIVE ASSISTANT

DEBORAH S. MOWBRAY  
HUMAN SERVICES

JAMES M. WORLEY  
VERIFICATION

KARIN KLAGGE  
HOUSE ARREST SERGEANT

September 1, 1994

Rick Borries, Commissioner  
Vanderburgh County Commissioners  
Room 303 Administration Building  
Civic Center Complex  
15 N. Martin Luther King Boulevard  
Evansville, Indiana 47708

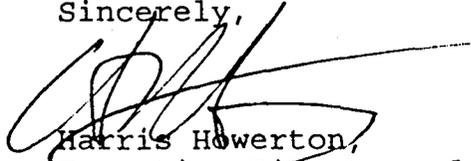
*I can't  
be there -  
I'll be  
in  
Indi  
P*

Dear Commissioner Borries:

Well over a year ago, the Board approved a grant request for the Juvenile Component of Community Corrections. The Department of Corrections did not act on the proposal. Judge Lensing has informed me that the request has been revitalized and has been given the "green light" by the Department of Corrections.

It is imperative that the Vanderburgh County Community Correction Advisory Board convene for a special meeting to re-affirm it's approval of the grant request. This will be the only item on the agenda. The meeting will be held at 12:00 p.m. (noon), Wednesday, September 7, 1994, at the Correction Complex, 1505 N. Third Avenue.

Sincerely,

  
Harris Howerton,  
Executive Director of  
Community Corrections,  
Secretary/Treasurer

HH/al

cc: County Corrections file  
All Board Members  
News Media  
Commissioners of Vanderburgh County

RUSH-OUT	TO: Pat Juley	FROM: B. J.	DATE: 9/6/94	TOPS 148
	FAX #: 317-577-4757	FAX #: 435-5995	PHONE #: 435-5241	



## AGENDA REQUEST

NAME OF REQUESTOR: Lynn W. Ellis

REQUESTOR TITLE: Buyer

DEPARTMENT: Purchasing

### REQUEST(S) BEING MADE:

Award the bid for the purchase of Body Armor, bid number VC9413,  
to the low responsive and responsible bidder, Park Technology,  
Inc., Midlothian VA. The unit cost per vest is \$265.00. The  
anticipated initial purchase is for 50 vests, for a total bid  
of \$13,250.00. Additional carriers and vests may be purchased  
at a later date, through the end of 1995, provided there is  
funding for the purchase of body armor.

The Sheriff's Department concurs with the recommendation.

*am-d.  
RB/DK*

DATE TO BE PLACED ON AGENDA: September 12, 1994

ACTION xx CONSENT \_\_\_\_\_ OTHER \_\_\_\_\_

**BID SUMMARY  
BODY ARMOR FOR SHERIFF'S DEPARTMENT  
BID NO. VC9413**

VENDOR NAME	Park Technology, Inc.	Steven R. Jenkins Co	Top-Line USA, Inc.	US Armor Corp	Protective Products Int'l Corp	RBR Armor Inc.	Kiesler Police Supply	Siegel's, Inc.	Ray O' Herron Co., Inc.
MALE BODY ARMOR UNITS	\$265.00	\$269.00 \$294.00 \$321.90	\$269.95	\$279.99 \$349.99	\$290.58	\$292.00		\$318.00	\$380.00
FEMALE BODY ARMOR UNITS	\$265.00	\$269.00 \$294.00 \$321.90	\$269.95	\$279.99 \$349.99	\$290.58	\$292.00		\$335.00	\$380.00
CARRIER	\$25.00	\$36.00	\$49.00	Included	\$30.00	\$37.00		\$43.00	\$40.95
BID BOND	\$662.50 CC	\$850.00 Bank Draft	\$674.88 Bank Draft	\$5,000 Bid Bond	\$726.45 CC	\$822.50 CC	None submitted	5% Bid Bond	5% Bid Bond
COST OF PERFORMANCE BOND	None indicated	None indicated	\$404.93	None indicated	N/A	\$822.50		None indicated	\$200.00
FORM 95	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes
BID FORM	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes
PRICE FOB EVANSVILLE	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes
DISCOUNTS	1% net 10; net 30	None	N/A	N/A	None	N/A		None	-0-
ESCALATION	No	No	N/A	N/A	N/A	N/A		No	N/A
PORTION OR ALL OF BID	Portion	Total	Portion	Portion	Total	Total		Portion	Portion
GUARANTEED DELIVERY - DAYS	4-6 weeks	45 days	3 weeks ARO	30 days ARO	30 working days ARO	30-45 days ARO		Not indicated	30 days ARO
METHOD OF DELIVERY	UPS	Truck	Truck	UPS	UPS	UPS		Not indicated	UPS
MANUFACTURER	PTI Armor	ABA	Top-Line	US Armor	Protective Products	RBR Armor		Point Blank; Safariland	Second Chance

**BID SUMMARY  
BODY ARMOR FOR SHERIFF'S DEPARTMENT  
BID NO. VC9413**

VENDOR NAME	Park Technology, Inc.	Steven R. Jenkins Co	Top-Line USA, Inc.	US Armor Corp	Protective Products Int'l Corp	RBR Armor Inc.	Kiesler Police Supply	Siegel's, Inc.	Ray O' Herron Co., Inc.
MODEL	K-Flex Shield M-II	600; 2005R; 2005	34SE	SG2-31 (Eagle) SH2-4 (Cyborlite)	Viper	1015		Aramid; Magnum	322 Z II
BIDDER MEETS SPECIFICATIONS	Yes	Yes	Yes	Yes	Yes	Yes		Yes	Yes
NEAREST FACTORY	Virginia	Indianapolis, IN	Cincinnati, OH	Olmsted, OH	Kansas City	PA		Evansville, IN	Danville, IL
EEO PLEDGE		Yes	Yes	Yes	Yes	Yes		Yes	Yes
MANUFACTURER SPECIFICATIONS	Yes	Yes	Yes	Partial - not available yet	Yes	Yes		Yes	Yes
WARRANTY	5 year	Limited 5 yr	12 year Conditional	5 years	5 year limited	5 year limited		5 years; 18 months	5 year limited
REFERENCES	Yes	Yes	Partial	Yes	Yes	No		Partial	Yes
TOTAL BID COST	\$13,250.00	\$13,450.00 \$14,700.00 \$16,095.00	\$13,497.50	\$13,999.50 \$17,499.50	\$14,529.00	\$14,600.00		\$16,002.00	\$19,000.00
RECOMMENDED BID AWARD	\$13,250.00								

A "No Bid" was received from Guardian Technologies Int'l., Sterling, VA.

**PROPOSERS  
FOR QUALIFIED FINANCIAL  
INSTITUTIONS  
TO PROVIDE  
CASH MANAGEMENT SER-  
VICES TO  
VANDERBURGH COUNTY**

**NOTICE IS HEREBY GIVEN**  
that sealed proposals from  
qualified local banking insti-  
tutions to provide basic bank-  
ing services will be received  
at the Office of the Board of  
Commissioners, Room 306,  
Civic Center Complex, Evans-  
ville, Indiana 47708 until  
5:30 p.m. Central Daylight  
Time on Monday, September  
12, 1994, and immediately  
thereafter will be opened and  
publicly read.

The intention of this RFP is to  
select one banking institu-  
tion to serve as the deposi-  
tory bank and provide basic  
banking services to Vander-  
burgh County.

A proposer must be designat-  
ed as a qualified depository  
for public funds pursuant to  
Indiana Code 5-13-8-10.

Copies of the Request for Pro-  
posal for qualified local bank-  
ing firms may be obtained  
from Jayne Berry-Bland, Van-  
derburgh County Treasurer,  
Room 210, Civic Center Com-  
plex, Evansville, Indiana  
47708 (812-438-6286). Pro-  
posals must be complete and  
address all information pro-  
vided in the RFP. Four (4) cop-  
ies of the proposal must be  
submitted.

The County intends to award  
the proposer whose proposal  
is most advantageous with  
respect to cost and conformi-  
ty to the specifications pre-  
sented in the RFP. The Van-  
derburgh County Banking  
Services Contract is expect-  
ed to be awarded at the Van-  
derburgh County Board of  
Commissioners meeting that  
will be held at 5:30 p.m. on  
Monday, September 19,  
1994 in the Commissioners  
Hearing Room (Room 307),  
Civic Center Complex, Evans-  
ville, Indiana 47708.

The County reserves the right  
to reject any and all propos-  
als, to waive any non-material  
irregularities or informalities  
in any proposal submitted,  
and to reject any item or  
combination of items.

**BOARD OF COMMISSION-  
ERS OF  
VANDERBURGH COUNTY,  
INDIANA**  
Patrick Tuley, President  
Richard J. Borries, Vice  
President  
Don Hunter, Member

**ATTEST:**  
Sem Humphrey  
County Auditor  
**APPROVED AS TO FORM:**  
Alan M. Kissinger  
County Attorney  
(Courier & Press Aug. 17 &  
24, 1994)



522 N. W. First Street  
Evansville, IN  
47708

# MERCY AMBULANCE

*When seconds count - count on Mercy people.*

812 421-6500  
FAX 812 428-2621  
1-800-888-9478

July 28, 1994

Ms. B.J. Farrell, Administrative Asst.  
Vanderburgh County  
Civic Center Complex  
1 N.W. Martin Luther King, Jr. Blvd.  
Evansville, IN 47708

Dear B.J.:

Since the execution of the 1994 ambulance contract a number of attempts have been made to discuss any possible revisions to the ambulance contract prior to your budgeting process for 1995. This would avoid the "catch 22" that occurred in completing the contract this year.

It is important that you understand our willingness to make any modifications to the contract that are deemed necessary. We continue to exceed the contract requirements and have complied with this years revision to the contract that required a driving safety program be implemented by July 1 of this year instead of July 1, 1995. Mercy does not see any significant changes that need to be addressed within next year's contract. The reports recently requested by the Commissioners will be delivered as requested.

A review of the contract history shows no increase in fee for 3 years. We have continued to experience pay and benefit cost increases in excess of CPI and medical supplies and liability unfortunately continue to increase. The purchasing ability of our larger organization is helpful allowing us to hold down our need for an increase in the contract amount to 5% to 6% for next year.

Please feel free to call me if you have any questions. It is my hope to work pro-actively to develop a positive working relationship with the County to assure an excellent pre-hospital care service is provided in the most cost efficient manner.

Sincerely,

Jerry Key  
Vice President

Sept. 13

5/27 → 197,997.70  
Pat,

They would like to be  
on an agenda soon -  
Council set budget (95)  
at \$197,000.00

### Agreement to Provide Services

This agreement is made and entered into effective the First (1st) day of January, 1995, notwithstanding the date executed by and between the Board of Commissioners of Vanderburgh County, Indiana (hereinafter referred to as the "Board"), and Mercy Ambulance, an Indiana Corporation with its principal place of business located at 522 Northwest First Street, Evansville, Indiana (hereinafter referred to as the "Provider").

#### RECITATIONS

1. The Board finds it to be in the best interest of the citizens of those areas of Vanderburgh County lying outside the corporate limits of the City of Evansville (hereinafter referred to as the "Service Area") to provide the availability of Emergency Medical Services (hereinafter referred to as "EMS") as defined by I.C. 16-1-39-2 to residents in the Service Area.

2. The Board believes that the availability of EMS be Paramedic Life Support as defined by the Indiana State Emergency Medical Services Commission and the Community Advanced Life Support Consortium established by Deaconess Hospital, St. Mary's Medical Center, and Welborn Baptist Hospital of Vanderburgh County, Indiana.

## AGREEMENTS

NOW THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. The term of this agreement shall be from 12:01 a.m. on January 1, 1995 until 11:59 p.m. on December 31, 1995, provided that the Board shall have the right, if just cause exists, to terminate this agreement by written notification to the Provider, which termination shall be effective ninety (90) days after the date of such written notification. For the purposes of the agreement, "just cause" shall exist in favor of the Board if the Provider fails or refuses to perform the services which are the subject of this agreement with reasonable speed or professionalism or in the event the Provider breaches any term of the agreement.

Just cause shall also exist in favor of the Board if the Provider, or any employees of the Provider, in the course of providing the services contemplated herein, violates any of the laws of the State of Indiana or any political subdivision thereof, or in the event the Provider, or any employee thereof, commits any deceitful, fraudulent, or otherwise unlawful act.

Just cause shall exist in favor of the Provider in the event the Board fails to meet its monetary commitments herein made and in the event that the Provider has notified the Board of such failure and given thirty (30) days written notice to the Board, during

which thirty (30) days the Board shall have the right to cure any such failure or default.

In the event Provider fails to perform the covenants and conditions of this agreement, the Board shall have the right to give written notice of such default. If Provider does not cure the default within thirty (30) days after the written notice, the Board shall be entitled to cancel this agreement and shall have all other rights and remedies available to it at law or in equity.

In the event this agreement is referred to attorneys for enforcement, the prevailing party in any litigation, by judgement, settlement or otherwise, shall be entitled to recover its attorneys' fees and cost. Any dispute which arises under or by virtue of this agreement shall be determined according to the laws of the State of Indiana. The Vanderburgh Circuit and Superior Courts shall have the sole jurisdiction to hear and determine any such dispute.

2. The Provider agrees that during the term of this agreement:

A. Provider will furnish emergency paramedic ambulance services for residents of and visitors within the service area, operating seven (7) days a week, twenty-four (24) hours a day without interruption.

B. Provider shall respond to requests for service originating in the service area coming from the Evansville-Vanderburgh Central Dispatch through the 911 system. A paramedic

ambulance shall arrive on the scene of each emergency call within thirteen (13) minutes of the time when the Provider knows the location, call-back telephone number, and the priority of the call (based on the presumptive medical condition) in ninety percent (90%) of the calls. The ninety percent (90%) test will be applied on a quarterly basis.

No requests for ambulance service shall be exempt from response time compliance calculations, or from late-run penalty deductions, except as follows:

1. Requests not resulting in a patient transport.
2. Requests during a period of unusually-severe weather conditions, such that response time compliance is either impossible or could be achieved only at a greater risk to the public than would result from delayed response;
3. Late runs resulting as a consequence of inaccurate or incomplete information obtained by Provider communication center, or by information relayed by Evansville-Vanderburgh County Central Dispatch to the Provider, during telephone questioning of a caller.
4. Requests during a declared disaster, locally or in neighboring jurisdiction, in which the Provider is rendering assistance. During such periods, the Provider shall use best efforts to simultaneously maintain coverage within the City of Evansville and Vanderburgh County as well as provide disaster assistance.

5. In cases where multiple paramedic-capable units are dispatched to a single incident, the first-arriving paramedic unit shall "stop the clock," and response times of later-arriving units shall be excluded from response time statistics and late run penalties.

If the provider feels that a run or group of runs should be exempt from the response time stated above, Provider may state same in writing to the Board explaining its reasons for requesting such a waiver.

The Board shall have the final determination whether a run or group of runs shall be exempt from the response time standard.

No other causes of late response (e.g. equipment failure, vehicle accident regardless of origin, or other causes within Provider's reasonable control) shall serve to justify exemption from response time requirements.

Representatives from Vanderburgh County or their designates, may periodically verify (by sampling technique) the accuracy of the Provider's response time reporting.

Failure to meet maximum response time on a per run basis will result in a penalty of \$10.00 per minute in excess of thirteen (13) minutes to a maximum of \$100.00 penalty per run.

Failure to meet the maximum response time 90% of the time in a given quarter will result in a \$5,000.00 reduction of that quarter's subsidy payment.

The Provider shall deduct all appropriate penalties from the quarterly invoice to the Board. The Provider shall provide the Board with a summary report of all penalties incurred for that quarter.

C. The Provider shall be entirely responsible for the furnishing and maintenance of its vehicles and on-board equipment, including, but not limited to, mobile radios and expendable supplies.

Provider shall have a communications system meeting all requirements of the law. Further, its ambulances shall meet the requirements set forth by law and State regulation, including, but not limited to, those requirements regarding sirens and warning lights.

Provider shall obtain all proper licenses and certifications as an "ambulance service provider" and shall also obtain proper licenses and certifications for each individual ambulance unit.

D. The Provider will use said equipment and personnel for the purpose of responding to calls for Emergency Medical Service by any person then located in the Service Area through any of the following sources:

1. Evansville-Vanderburgh County Central Dispatch;
2. The Indiana State Police;
3. The Sheriff's Department of Vanderburgh County, Indiana;
4. The Police Department of the City of Evansville, Indiana;
5. The Fire Department of the City of Evansville, Indiana;
6. Any Suburban Volunteer Fire Department for any Township in Vanderburgh County, Indiana;
7. The Emergency Management Agency of Vanderburgh County, Indiana.

The parties to this Agreement concur that Provider is to be given the exclusive 911 contract for the provision of ambulance services within the Service Area of the Board. This Agreement, however, is not intended to address non-emergency convalescent runs or runs requested through a seven digit telephone number to another provider.

All 911 calls are received by Evansville-Vanderburgh Central Dispatch and if the call requires medical response, it will be trunked to the Provider's Communication Center. Direct dispatching of all 911 calls to the ambulance will be the responsibility of the Provider.

This Agreement hereby establishes that the Medical Priority Dispatch System's (MPDS) Dispatch Life Support (DLS) is the

standard of care for the communication center directly responsible for ambulance dispatching in Vanderburgh County for 911 calls.

Therefore, Provider's System Status Controllers shall be certified and possess field experience as an EMT or Paramedic in addition to Advanced Emergency Medical Dispatcher (EMD) and System Status Management (SSM).

To initiate pre-hospital care at the time the call is received and to assure a rapid dispatch of the appropriate resources the Provider shall utilize Pre-Arrival Instructions (PAI) to 911 callers, when appropriate, employing Medical Priority Dispatching Protocols, as promulgated by the NAEMD.

E. The Provider shall provide for all personnel, manpower, and supervision for advanced life support service and maintenance and repair service provision. Provider shall utilize peak-load staffing schedules in order to keep the cost of operations to a minimum. All personnel will meet certification requirements as required for certification by both the Indiana State Emergency Medical Services Commission and the Community Advanced Life Support Consortium of Vanderburgh County, Indiana.

Provider shall be entirely responsible for staffing needs, shift scheduling, hiring, firing, and disciplining of employees, wages and compensation of employees, including fringe benefits, any and all withholdings, payroll and corporation taxes, and other aspects of the company business.

Provider's employees shall perform in a professional and courteous manner. These employees shall follow the medical protocol as drafted by Consortium, including, but not limited to, "Algorithms for Evaluation of Pre-Hospital Care."

Provider shall maintain a program of medical audit and quality assurance in conjunction with the Consortium. The quality assurance program will include, but not be limited to, routine and random audits by the Chief Medical Officer for review and recommendation on problem trends in paramedic skills, monthly meetings to receive findings and decisions from the Chief Medical Officer, Chief Medical Officer approval of in-service training schedules, new employee orientation requirements, and recognized medical priority dispatch protocols.

Provider shall maintain a program of continuing medical education and in-service training in conjunction with the Consortium. Provider shall make all efforts to provide such training in a manner to keep operational costs down.

Provider shall require the following minimum number of hours for continuing education per year for each level of medical training:

EMT.....	24 Hours
Paramedic.....	60 Hours
Emergency Medical Dispatcher.....	16 Hours

Provider shall also require annual completion of OSHA-required programs, including but not limited to hazardous materials and infection control, and an annual CPR recertification from a nationally recognized program.

The Provider recognizes the Board's belief that paramedic services within the County should be provided by ambulance personnel who exceed the minimum standard and must additionally be trained in Basic Trauma Life Support. At least one Paramedic on each responding vehicle must also be trained in Advanced Cardiac Life Support, Pediatric Advanced Life Support, and low forces All-Safe driving using in-vehicle driving computers. The Provider shall meet these training standards. Provider agrees to meet any new clinical credential that is established during the term of this Agreement, without any additional cost to the Board. In addition, the Provider agrees to pursue the National Registry of EMT paramedic certification by July, 1996.

It is understood that each ambulance will be staffed at a minimum with a State certified Paramedic and a State certified Emergency Medical Technician for providing routine coverage under the provisions of this agreement.

Provider system status controllers shall be certified at a minimum as Advanced Emergency Medical Dispatchers and System Status Managers. Provider agrees to meet any new credential that is established during the term of this Agreement, without any additional cost to the Board.

F. Professional and courteous conduct shall be required by the Provider and its officers and agents at all times. Provider agrees to take appropriate disciplinary actions against its agents, employees, and ride-alongs upon receipt of complaints received by the Provider or the Board. Provider agrees that Vanderburgh County Sheriff's deputies and fire fighters, who are often on the scene of an emergency situation as first responders, will be treated in a professional and courteous manner.

3. It is understood and agreed that the Provider enters into this agreement as an independent contractor of the Board and shall in no way or manner represent or cause others to believe that the Provider is an agent of the Board or an officer, employee or official of Vanderburgh County.

4. For the purposes of this Agreement, it is presumed that Provider may have on the ambulance, or at its place of business, persons who are not agents or employees. These persons shall be designated as ride-alongs.

5. The Provider will have in effect at all times a binding agreement, a copy of which will be provided to the Board, with the Community Advanced Life Support Consortium of Vanderburgh County, Indiana or an appropriate supervising and sponsoring hospital

approved by the Indiana State Emergency Medical Services Commission.

6. Maintain in effect and in full force during the term of this agreement or any extension or renewal thereof, insurance coverage in the types and amounts required by laws of the State of Indiana and/or the rules and regulations of the State of Indiana Emergency Medical Services Commission. Provider shall, within thirty (30) days of this agreement, and thereafter upon the reasonable request of the Auditor of Vanderburgh County, provide documentation which establishes compliancy with this paragraph.

In addition, Provider shall hold the County of Vanderburgh, the Board, and all elected and appointed officials and employees of Vanderburgh County, and all of their agents, officers, attorneys, designates, heirs, and assigns, harmless from, and indemnify them for, any and all losses or damages recovered by judgement or compromise with respect to any person or property due to accidents, injuries, or damages suffered by such persons or properties due to the negligence, willful, or wanton misconduct or lack due care of the Provider or any of the Provider's employees in the course of providing services which are subject of this agreement.

7. At any time when the Provider is rendering services contemplated by this agreement, Provider shall be subject to the jurisdiction and direction of the Sheriff of Vanderburgh County,

Indiana, and his duly appointed deputies if the Provider arrives at a site where said Sheriff or his duly appointed deputies are acting in an official capacity; provided, however, that Provider shall have the unrestricted discretion and authority in caring for sick or injured persons and the unrestricted discretion in determining the order of removal of such sick or injured persons from the scene.

8. For services so rendered, Provider agrees to bill it's usual and customary charges in effect at the date service is provided to persons in the Service Area.

9. The Provider is soley responsible for collection of fees for services rendered under this agreement. All billings for services rendered by the Provider shall be processed and sent by and through the Provider as part of this contract for no additional consideration. Provider shall have the obligation to pursue reimbursement for such services from the party or parties responsible thereof in a humane manner and in compliance with the Fair Debt Collections Practices Act. In the event that the party or parties responsible for the services so rendered by the Provider have not paid the subject obligation before the third billing, Provider may include a letter prepared and provided by the Board's attorney addressed to the responsible party or parties, with its mailing of the third statement. In addition, Provider will make

available a subscription/membership program to allow individuals a low cost alternative in dealing with the cost of ambulance service.

10. Provider shall not be required to accept Medicare assignment in respect to services rendered under this contract.

11. Within forty five (45) days of the close of each calendar quarter, the Provider shall furnish to the Board a statement of income and expenses with respect to the maintenance and operation of the emergency medical services which is subject to this agreement for the last preceding calendar quarter.

This quarterly report shall disclose:

- A. total income of Provider during the applicable period from all operations of equipment and personnel under this contract;
- B. total operating expenses attributed to all operations of the equipment and personnel designated to be employed by the Provider under this contract including expenses incurred as a result of Provider's private employment of said equipment and personnel;
- C. operating expenses attributed solely to the operations of the equipment and personnel experienced by the Provider under this contract, shall then be determined

according to generally accepted accounting principles, consistently applied and acceptable to the Indiana State Board of Accounts so as to show an apportionment of the total expenses to the operations of Provider under the terms of this contract based upon a ratio comparison of Provider's operations of the subject equipment and personnel under this contract ("County Runs") to Providers operations of the same equipment and personnel for its private purposes ("Private Runs and City Runs").

The Board or its duly appointed representatives shall have then a period of thirty (30) days within which to examine into the accuracy of said report. In the course of examining said report, the Board shall have access to all of the financial records, journals of the Provider at all reasonable times.

In the event the quarterly statement reveals an operating loss by the Provider with respect to services provided under this agreement, and in the event said statement of operating loss is accepted by the Board, the Board shall thereupon reimburse the Provider for said operating loss; provided, however, that the Boards's obligation to reimburse the Provider for such operating loss shall be limited to a total reimbursement during the calendar year 1995 in the sum of One Hundred Ninety Seven Thousand Nine Hundred Seventy Seven Dollars and Ninety Cents (\$197,977.90).

*Only \$197,000  
Appropriated*

It is further agreed that in the event an operating profit is realized by the Provider during the term of this agreement, the Provider shall, within forty-five (45) days after the expiration of the term of this agreement, pay over such profit to the Board to the extent, and only to the extent, that the Board has previously reimbursed the Provider for operating losses during the term of this agreement. Any excess profit shall then be applied to offset operating losses in any subsequent calendar quarters prior to any request from the Provider for reimbursement for operating losses in such subsequent calendar quarters.

12. The parties understand and agree that the Provider will use all emergency medical service vehicles and personnel at the Provider's disposal for services not included under the terms of this agreement in providing service to the City of Evansville and for private calls.

13. The Provider is authorized under the terms of this agreement to provide an ambulance subscription membership program to the residents in the Service Area.

14. It is understood by the parties that, pursuant to law, the Suburban Fire Departments shall remain the entities designated for owning and maintaining equipment and providing skills and services necessary in cases of extrication and shall respond with Provider,

as needed. The Suburban Fire Departments shall maintain duties as first responder. Personnel of the Suburban Fire Departments shall operate as first responders. The Provider may call the Suburban Fire Departments for secondary response, if additional manpower is needed.

At no additional cost to the Board, provider will assist in development of the first-responder system by providing the items below, including, but not limited to:

- a. entry-level and in-service training,
- b. paramedic assistant program
- c. automatic external defibrillation training,
- d. on-scene medical equipment exchange program,
- e. prompt return-to-station, as demand levels allow,
- f. on-scene medical surveillance for the Vanderburgh County Sheriff's Department and the Suburban Fire Departments as requested on calls such as hazardous materials responses and structure fires. Medical standby for training drills will require a forty-eight (48) hour advanced notice for coverage or if no notice is provided then coverage will be provided as demand levels allow.

15. Mutual Aid Agreements. Provider shall establish mutual aid agreements with local basic life support providers and regional advanced life support providers for support and transport in

disaster situations and as required to meet the conditions of this agreement. Upon contract execution, copies of existing mutual aid agreements shall be provided to the Board. Any further agreements shall be jointly agreed upon by the Emergency Management Advisory Council (EMAC) and the Provider, subject to the approval of the Medical Director, and final signed copies shall be forwarded to the Board.

16. Disaster. The Provider shall be aware of and shall interface with the Evansville-Vanderburgh County Emergency Operations Plan, particularly in the aspects regarding the treatment and removal of the sick and injured patients. During such periods, either in the Service Area or in regional areas, the Provider shall be released from the response time performance requirements, including late run penalties, until notified by the Evansville - Vanderburgh County Emergency Management Agency Director that the disaster assistance may be terminated. Any internal disaster plans, shall be jointly agreed to by the EMAC and the Provider, subject to the Medical Director's approval, and final copies shall be provided to the Board.

17. Reports. For all calls that exceed the response time requirement of this agreement, the Provider shall submit a quarterly report to the Board within thirty (30) days following the close of the calendar quarter. This report shall include a general

summary of the facts, the cause of the extended response time, and what action has been taken by the Provider to reduce response time in similar circumstances in the future.

18. This agreement may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument notwithstanding the actual date of the execution thereof.

19. If any provision of this agreement or the application of such provision to any person or circumstance is held invalid, the remainder of the agreement in the application of such provision to persons or circumstances other than those as to which the same has been held invalid, shall not be affected adversely thereby.

20. This agreement may be modified only by an agreement in writing executed by all the parties hereto. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, personal representatives, successors and assigns, subject, however, to the restrictions against assignment as provided for hereinabove. The waiver by any party of a breach of the provisions shall not operate or be construed as a waiver of any subsequent breach hereof.



This agreement constitutes the entire understanding and agreement between the parties, and supersedes all prior oral or written understandings, agreements or contracts formal or informal between the parties hereto. The effectiveness of this contract is expressly conditioned upon the enactment of a valid ordinance by the Board.

BOARD OF COMMISSIONERS OF VANDERBURGH COUNTY, INDIANA

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

MERCY AMBULANCE

BY: \_\_\_\_\_

DATE: \_\_\_\_\_

## Call Prioritization

Priorities to be used in the management of Vanderburgh County 911 calls.

### Priority 1

Presumptively defined life threatening emergency

Example: Cardiac Arrest

### Priority 2

Presumptively defined non-life threatening emergency

Example: Seizure patient that is no longer seizing and is conscious and breathing

### Priority 3

Presumptively defined non-life threatening non-emergency

Example: Person with a back problem that has been on the couch for 2 days that now wants to go to the hospital

### Rationale

The current system promotes responding to a non-life threatening call without consideration for our ability to get to a life threatening situation faster.

(i.e. While enroute to one call that is not life threatening, we may receive another call that is life threatening where the initial responding unit is also closest. We may be unable to divert the first unit to the more critical patient and still get a second ambulance to the first call without being over our time requirement and paying a penalty.) We also give equal weight to the Priority 3 patient resulting in higher risk to the general public and Mercy and fire department personnel through an unnecessary number of emergency responses. The time variation between a priority 1 and priority 2 patient is minimal but will still allow time to reroute ambulances without being over our time standard in most situations. The time for priority 3 patients is simply a reasonable time to be able to access any point in the service area at any time of day.

### Possible wording to replace the first paragraph of item 2.B. of the agreement.

Provider shall respond to requests for service originating in the service area coming from the Evansville-Vanderburgh Central Dispatch through the 911 system. A paramedic ambulance shall arrive on the scene of each medical call within the following time frames as measured from the time when the location, call-back number and medical situation is known by the Provider within the following time frames:

Presumptively defined life threatening emergencies - 13 minutes

Presumptively defined non- life threatening emergencies - 15 minutes

Presumptively defined non-life threatening non-emergencies - 25 minutes

A response time standard of ninety percent will be applied to all calls on a quarterly basis.



94-21868

ORDINANCE NO. \_\_\_\_\_

ORDINANCE OF VANDERBURGH COUNTY AUTHORIZING THE ISSUANCE AND SALE OF BONDS OF THE COUNTY FOR THE PURPOSE OF PROVIDING FUNDS TO BE APPLIED ON THE COST OF THE ACQUISITION OF CERTAIN REAL PROPERTY, OTHER MATTERS CONNECTED THEREWITH, INCLUDING THE ISSUANCE OF NOTES IN ANTICIPATION OF BONDS, TOGETHER WITH THE INCIDENTAL EXPENSES IN CONNECTION THEREWITH AND ON ACCOUNT OF THE ISSUANCE OF BONDS AND NOTES THEREFOR

WHEREAS, the County Council of Vanderburgh County, Indiana (the "County") has found that it would be in the best interests of the County and its citizens to provide for the acquisition of certain real estate located in the County as more fully described in Exhibit A attached hereto and incorporated herein by reference (the "Property"), and has determined that the estimated cost of the Property, together with the incidental expenses in connection therewith and on account of the financing therefor, to be paid from bond proceeds will be in an amount, after appraisal as required by law, not to exceed One Million Six Hundred Fifty Thousand Dollars (\$1,650,000); and

WHEREAS, the County Council now finds that the acquisition of the Property is necessary and will be of general benefit to the County and its citizens; and

WHEREAS, the County Council, now finds that the acquisition of the Property has been or will be approved by all governmental authorities having jurisdiction; and

WHEREAS, the County Council finds that no other funds will be available to pay costs of acquiring the Property and that \$1,650,000 may be financed by the issuance of bonds ("Bonds") and, if necessary, bond anticipation notes ("BANs"); and

IDD097C6.WPS

RECEIVED FOR RECORD  
at 2:51 P.M. Aug 18 19 94  
CTRL \* 0097  
BETTY J. HERMANN, RECORDER  
VANDERBURGH COUNTY

WHEREAS, the Vanderburgh County Income Tax Council has imposed the county option income tax ("COIT") pursuant to IC 6-3.5-6; and

WHEREAS, the Bonds to be issued pursuant to this ordinance are to be issued subject to the provisions of the laws of the State of Indiana, including, without limitation, IC 6-3.5-6, IC 36-2-6-18 through 20 and IC 5-1-14, as existing on the issue date of the Bonds (collectively, the "Act"), and the terms and restrictions of this ordinance; and

WHEREAS, the County now has outstanding \$8,870,000 of its Special Tax Revenue Bonds of 1989 (the "1989 Bonds") payable in part from COIT Revenues (as defined below); and

WHEREAS, the County, based on the advice of its financial adviser, has determined that COIT Revenues are sufficient to enable the County to issue the Bonds authorized by this ordinance on a parity with the 1989 Bonds in compliance with the requirements of the ordinance authorizing the 1989 Bonds ("1989 Ordinance"); and

WHEREAS, the Bonds to be issued are also to be issued on a parity with any bonds which may be issued to refund the 1989 Bonds, if any (the "Refunding Bonds"); and

WHEREAS, the County Council desires to authorize the issuance of BANs, if necessary, payable from the proceeds of the Bonds and, with respect to the interest on the BANs, from the County's distributive share of the COIT ("COIT Revenues"), subject to the prior payment of the 1989 Bonds, or, if the 1989 Bonds have been refunded, the Refunding Bonds and to authorize the refunding of the BANs, if issued; and

WHEREAS, the County Council now finds that all conditions precedent to the adoption of an ordinance authorizing the issuance of the Bonds and BANs have been complied with in accordance with the provisions of the Act; and

WHEREAS, the total indebtedness of the County, including the maximum amount of the BANs or the Bonds authorized by this ordinance, assuming all such indebtedness constitutes debt in the constitutional sense under the Indiana Constitution, does not exceed any constitutional or statutory limitations on indebtedness, and the net assessed valuation of taxable property in the County, as shown by the last complete and final assessment for state and county taxes, is \$1,093,358,700;

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY COUNCIL OF VANDERBURGH COUNTY, INDIANA, THAT:

Section 1. The County shall proceed with the acquisition of the Property as set forth in this ordinance after appraisal as required by law. The cost of the Property payable from BAN and Bond proceeds shall not exceed its appraised value under IC 36-1-10.5 without further authorization from this County Council. The Property shall be acquired in accordance with IC 36-1-10.5 and the BANs and Bonds shall be issued pursuant to and in accordance with the Act.

Section 2. (a) The County shall issue its BANs for the purpose of procuring interim financing to apply to the cost of the Property and to pay costs of issuance of the BANs. The County shall issue its BANs in one or more series in an aggregate amount not to exceed One Million Six Hundred Fifty Thousand Dollars (\$1,650,000) to be designated "Taxable Bond Anticipation Notes of 1994." The BANs shall be sold at a price of par, shall be numbered consecutively from 1 upward, shall be in multiples of \$1,000, shall be dated as of the date of delivery thereof, and shall bear interest at a rate of 1/2% in excess of the prime rate of The Citizens National Bank of Evansville in effect on the date of issue of the BANs, such rate to increase by 0.25% per annum for each six month period during which the BANs are

outstanding. Interest on the BANs shall be payable quarterly on the first day of the third month following the month in which the BANs are issued and on the first day of every third month thereafter until the BANs are repaid. The BANs will mature no later than two (2) years after the date of delivery of the BANs. The BANs are subject to renewal or extension at an interest rate or rates and with terms to be negotiated with a financial institution or any other purchaser. The term of the BANs and all renewal BANs may not exceed five years from the date of delivery of the initial BANs. The BANs shall be registered in the name of the purchasers thereof.

(b) The BANs shall be issued pursuant to the Act and shall be sold to The Citizens National Bank of Evansville (the "Purchaser"). The principal shall be payable solely from the issuance of the Bonds or any other fund of the County containing money that may be legally pledged to or used for payment of the BANs. Interest on the BANs shall be payable solely from the County's COIT Revenues, subject to the County's prior pledge of COIT Revenues to the 1989 Bonds, or, if the 1989 Bonds have been refunded, to the Refunding Bonds when, as and if issued, or to any future parity obligations to be issued in accordance with the 1989 Ordinance.

(c) The Bonds will be payable solely out of the County's COIT Revenues on a parity with the County's pledge of COIT Revenues to the 1989 Bonds or to the Refunding Bonds. The County shall issue the Bonds in an amount not to exceed \$1,650,000 to be designated "Taxable County Option Income Tax Revenue Bonds of 199\_\_", to be completed with the year in which the Bonds are issued, for the purpose of procuring funds to apply on the cost of the Property, issuance costs and refunding the BANs, -if issued. The Bonds shall be issued and sold at a price of 99% of the par value thereof in fully registered form in denominations of Five Thousand

Dollars (\$5,000) or any integral multiple thereof, numbered consecutively from 1 up, originally dated as of the first day of the month in which they are sold, and shall bear interest at a rate equal to a rate which is 3% higher than the then prevailing yield on United States Treasury obligations with a ten-year maturity as published by the Federal Reserve Bank of New York. Interest is payable semiannually on January 1 and July 1, commencing on the first January 1 or July 1 which occurs at least six months after the date of delivery of the Bonds. Principal shall be payable in lawful money of the United States of America, at the principal office of the Paying Agent (as hereinafter defined) and such Bonds shall mature serially on January 1 over a period not to exceed 10 years and in amounts which achieve as level annual debt service as practicable with \$5,000 denominations. The County shall notify the Purchaser as soon as it determines that it will be necessary to issue the Bonds to repay the BANs. Upon issuance of the Bonds, the County will provide the Purchaser with a report in the form required by the 1989 Ordinance and Section 10 of this ordinance relating to parity obligations. Upon such notification, the County shall have up to 120 days to locate a purchaser of the Bonds on terms more favorable to the County than the terms set forth herein and, if necessary, to approve an ordinance authorizing the issuance of such Bonds or amend this ordinance.

(d) Each Bond shall bear the original date, which shall be the first day of the month in which the Bonds are sold, and the date of authentication of such Bond. Bonds authenticated on or before the fifteenth day of the month preceding the first interest payment date shall bear interest from the original date. Each Bond authenticated thereafter shall bear interest from the interest payment date to which interest has been paid next preceding the date on which it is authenticated, unless it is authenticated on or after the sixteenth day of the month immediately

preceding an interest payment date, in which case it shall bear interest from such interest payment date. If at the time of authentication of any Bond, interest is in default thereon, such Bond shall bear interest from the date to which interest has been paid in full.

(e) The County Auditor is hereby authorized to serve as Registrar and Paying Agent for the BANs and Bonds. The County Auditor is hereby charged with the duties and responsibilities of Registrar and Paying Agent under this ordinance.

(f) Interest on the BANs and the Bonds shall be payable by check mailed by first class mail one business day prior to the interest payment date or delivered on the interest payment date to the person in whose name such BAN or Bond is registered on the bond register maintained at the office of the Registrar and Paying Agent as of the fifteenth day of the month preceding such interest payment date. Principal of the BANs and the Bonds shall be payable upon presentation of the BANs or the Bonds, respectively, at the principal office of the Registrar and Paying Agent in lawful money of the United States of America. The BANs and the Bonds are transferable by the registered owner at the principal office of the Registrar and Paying Agent upon presentation and surrender of a BAN or Bond and on presentation of a duly executed written instrument of transfer acceptable to the County and Registrar, and thereupon a new BAN or BANs, or Bond or Bonds, of the same aggregate principal amount and maturity and in authorized denominations will be issued to the transferee or transferees in exchange therefor. The BANs or the Bonds may be exchanged upon surrender at the principal office of the Registrar and Paying Agent, duly endorsed by the registered owner for the same aggregate principal amount of BANs or Bonds, respectively, of the same maturity in authorized denominations as the owner may request.

(g) The BANs and Bonds shall be executed in the name of the County by the manual or facsimile signature of the Commissioners and attested by the manual or facsimile signature of the County Auditor who shall affix or imprint by facsimile or any others means the seal of the County to each of the BANs and Bonds. The Commissioners and the County Auditor, by the execution of a Signature and No Litigation Certificate, shall adopt as and for their own proper signatures their facsimile signatures appearing on the BANs and Bonds. If any official whose signature or facsimile of whose signature shall appear on the BANs and Bonds shall cease to be such officer before the issuance, authentication or delivery of such BANs or Bonds, such signature or such facsimile shall, nevertheless, be valid and sufficient for all purposes, the same as if the official had remained in office until delivery.

(h) No BAN or Bond shall be valid or obligatory for any purposes, unless and until authenticated by the Registrar. The County and the Paying Agent may deem and treat the person in whose name a Bond is registered on the bond register as the absolute owner thereof for all purposes, notwithstanding any notice to the contrary.

Section 3. (a) The BANs are prepayable by the County, in whole or in part, at any time upon seven days' written notice to the owners of the BANs, at face value, plus in each case accrued interest to the date fixed for redemption.

(b) The Bonds are not subject to redemption prior to maturity.

Section 4. (a) The County hereby irrevocably pledges the COIT Revenues to the payment of the Bonds, on a parity with its pledge of the COIT Revenues to the 1989 Bonds, or, if the 1989 Bonds have been refunded, to the Refunding Bonds when, as and if issued, such pledge to be effective pursuant to IC 5-1-14-4 without the filing or recording of this ordinance

or any other instrument. The County hereby irrevocably pledges the COIT Revenues to the payment of interest on the BANs, subject to its pledge of the COIT Revenues to the 1989 Bonds, or, if the 1989 Bonds have been refunded, to the Refunding Bonds when, as and if issued, such pledge to be effective pursuant to IC 5-1-14-4 without the filing or recording of this ordinance or any other instrument. The County has not pledged or otherwise encumbered its COIT Revenues and there are no prior liens, encumbrances or other restrictions on the County's COIT Revenues or on the County's ability to pledge the COIT Revenues, other than its pledge of the COIT Revenues to the payment of the 1989 Bonds, or, if the 1989 Bonds are refunded, to the Refunding Bonds.

(b) The provisions of this ordinance shall constitute a contract by and between the County and the owners of the Bonds and the BANs. After the issuance of the BANs and the Bonds, this ordinance or the definition of, the manner of collecting and distributing, or pledge of the County's COIT Revenues or the lien created by this ordinance, shall not be repealed or amended or impaired in any respect which will adversely affect the rights of owners of the Bonds and the BANs, nor shall the County adopt any law, resolution, order or ordinance which in any way adversely affects the rights of such owners so long as any of the Bonds or the BANs or the interest thereon remains unpaid.

(c) The County will take no action (including action as a member of the Vanderburgh County Income Tax Council) to rescind the COIT or take any action that would result in the County having a smaller distributive share than the share to which it was entitled when it pledged the COIT Revenues to the 1989 Bonds, to the Refunding Bonds, if issued, to the BANs, or to the Bonds.

(d) The total indebtedness of the County including the amount of the Bonds, assuming all such indebtedness constitutes debt in the constitutional sense under the Indiana Constitution, does not exceed any constitutional or statutory limitations of indebtedness. The net assessed valuation of taxable property in the County, as shown by the last complete and final assessment for state and county taxes, is \$1,093,358,700.

(e) Prior to the issuance of the Bonds authorized by this ordinance, the County will not issue any additional bonds payable from COIT Revenues, except the Refunding Bonds, unless the tests in Section 10 can be met by assuming the Bonds authorized by this ordinance have been issued and assuming such Bonds bear interest at the rate calculated in accordance with Section 2(c) at the time the additional bonds payable from COIT are issued.

Section 5. The bonds shall be issued in substantially the following form, all blanks to be filled in properly prior to delivery:

UNITED STATES OF AMERICA

STATE OF INDIANA

COUNTY OF VANDERBURGH

VANDERBURGH COUNTY  
TAXABLE COUNTY OPTION INCOME TAX REVENUE BOND OF 199\_\_

<u>Interest Rate</u>	<u>Maturity Date</u>	<u>Original Date</u>	<u>Authentication Date</u>
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Registered Owner:

Principal Sum:

Vanderburgh County, Indiana, a municipal corporation organized and existing under the laws of the State of Indiana, for value received, hereby acknowledges itself indebted and promises to pay to the Registered Owner named above, or registered assigns, the Principal Sum set forth above on the Maturity Date set forth above and to pay interest thereon at the rate per



BONDS") AND ANY FUTURE PARITY BONDS ISSUED PURSUANT TO THE ORDINANCE.

The bonds are all equally and ratably secured by and entitled to the protection of the Ordinance. Additional bonds may be issued as in the Ordinance. To secure payment of the debt service on all the bonds and performance of all other covenants of the County under the Ordinance, has pledged the County's COIT to the bondholders on a parity with the pledge of the County's COIT to the 1989 Bonds, or, if the 1989 Bonds have been refunded, to the Refunding Bonds. The County Council has covenanted not to impair the pledge of the County's COIT to the 1989 Bonds or to the Refunding Bonds and IC 6-3.5-6-12 prohibits the Vanderburgh County Income Tax Council from rescinding the COIT or taking any action that would result in the County having a smaller distributive share of COIT than the distributive share to which it was entitled when it pledged the County's COIT to the 1989 Bonds, the Refunding Bonds or to the bonds. Reference is hereby made to the Ordinance for a description of the rights, duties and obligations of the County, and the owners of the bonds, the terms and conditions upon which the bonds are or may be issued and the terms and conditions upon which the bonds will be paid at or prior to maturity, or will be deemed to be paid and discharged upon the making of provisions for payment therefor. Copies of the Ordinance are on file at the trust office of the County Auditor. THE OWNER OF THIS BOND, BY ACCEPTANCE OF THIS BOND, HEREBY AGREES TO ALL OF THE TERMS AND PROVISIONS IN THE ORDINANCE.

This bond is transferable by the registered owner hereof at the office of the County Auditor in Evansville, Indiana, as Registrar upon presentation and surrender of this bond and on presentation of a duly executed written instrument of transfer or exchange acceptable to the Registrar, and thereupon a new bond or bonds of the same aggregate principal amount and maturity and in authorized denominations will be issued to the transferee or transferees in exchange therefor. This bond may be exchanged upon surrender hereof at the principal office of the County Auditor in Evansville, Indiana, duly endorsed by the registered owner, for the same aggregate principal amount of bonds of the same maturity and in authorized denominations as the owner may request.

If this bond shall not be presented for redemption or payment on the date fixed therefor, the County may deposit in trust with its depository bank, an amount sufficient to pay such bond or the redemption price, as the case may be, and thereafter the registered owner shall look only to the funds so deposited in trust with the bank for payment and the County shall have no further obligation or liability in respect thereto.

The bonds maturing in any one year are issuable only in fully registered form in the denomination of \$5,000 or any integral multiple thereof not exceeding the aggregate principal amount of the bonds maturing in such year.

The County and Registrar may deem and treat the person in whose name this bond is registered as the absolute owner hereof.

It is hereby certified and recited that all acts, conditions and things required by law and the constitution of the State of Indiana to be done precedent to and in the issuance, sale and delivery of this bond have been properly done, happened and performed in regular and due form as provided by law, and that the bonds of this issue do not exceed any constitutional or statutory limitation of indebtedness. The COIT is hereby irrevocably pledged to the punctual payment of the principal and interest of this bond according to its terms on a parity with the County's pledge of COIT to the 1989 Bonds or to the Refunding Bonds.

This bond shall not be valid or become obligatory for any purpose until authenticated by the Registrar.

IN WITNESS WHEREOF, the Board of Commissioners of Vanderburgh County, Indiana, has caused this bond to be executed in its name by the manual or facsimile signature of the members of its Board of Commissioners, attested by the manual or facsimile signature of its County Auditor, who has caused the corporate seal of the County to be hereunto affixed or imprinted manually or by facsimile.

COUNTY OF VANDERBURGH, INDIANA

BY *Patricia J. Jones* 9-12-84  
Commissioner

BY *Richard J. Barnes*  
Commissioner

BY \_\_\_\_\_  
Commissioner

(SEAL)

Attested:

Auditor \_\_\_\_\_

CERTIFICATE OF AUTHENTICATION

This Bond is one of the bonds described in the within mentioned Ordinance.

AUDITOR, COUNTY OF VANDERBURGH,  
as REGISTRAR

Auditor \_\_\_\_\_

ASSIGNMENT

For value received, the undersigned hereby sells, assigns and transfers unto \_\_\_\_\_ the within bond and all rights hereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, attorney, to transfer this bond on the bond register kept for the County, with full power of substitution in the premises.

Dated: \_\_\_\_\_

Signature guaranteed by:

\_\_\_\_\_  
NOTICE: Signature(s) must be guaranteed by an eligible guarantor institution participating in a Securities Transfer Association recognized signature guarantee program.

\_\_\_\_\_  
NOTICE: The signature to this assignment must correspond with the name as it appears on the face of the within bond in every particular, without alteration or enlargement or any change whatsoever.

(end of bond form)

Section 6. The County Auditor is hereby authorized and directed to have the Bonds and BANs prepared, and the Commissioners and the County Auditor are hereby authorized and directed to execute the Bonds and BANs, in the form and manner herein provided. The County Treasurer is hereby authorized and directed to deliver the Bonds and BANs to the respective

purchasers thereof after sale made in accordance with the provisions of this ordinance, provided that at the time of the delivery the County Treasurer shall collect the full amount which the respective purchasers have agreed to pay therefor, which amount shall not be less than the par value of the BANs and 99% of the par value of the Bonds, as the case may be. The proceeds derived from the sale of the BANs and Bonds shall be and are hereby set aside for application on the cost of the Property hereinbefore referred to, payment of interest on, or the refunding of the BANs, if issued, and the expenses necessarily incurred in connection with the bonds and BANs. The proper officers of the County are hereby directed to draw all proper and necessary warrants, and to do whatever acts and things which may be necessary to carry out the provisions of this ordinance.

Section 7. If the Bonds are sold at competitive sale, as determined by the County Commissioners, prior to the sale of the Bonds the County Auditor, at the request of the County Treasurer shall cause to be published a notice of such sale in two newspapers published in Vanderburgh County, Indiana, two times, at least one week apart, the first publication made at least fifteen (15) days before the date of the sale and the second publication being made at least three (3) days before the date of the sale, all in accordance with IC 5-1-11 and IC 5-3-1. A notice of sale may also be published one time in The Indianapolis Commercial, and a notice or summary notice may also be published in The Bond Buyer in New York, New York. The bond sale notice shall state the time and place of sale, the character and amount of the Bonds, the maximum rate of interest thereon, the terms and conditions upon which bids will be received and the sale made, and such other information as the County Treasurer and the attorneys employed by the County shall deem advisable and any summary notice may contain any information

deemed so advisable. The notice may provide, among other things, that each bid shall be accompanied by a certified or cashier's check and that if the successful bidder shall fail or refuse to accept delivery of the bonds and pay for the same as soon as the Bonds are ready for delivery, or at the time fixed in the notice of sale, then the check and the proceeds thereof shall be the property of the County and shall be considered as its liquidated damages on account of such default; that bidders for the Bonds will be required to name the rate or rates of interest which the Bonds are to bear, not exceeding the maximum rate hereinbefore fixed, and that such interest rate or rates shall be in multiples of one-eighth (1/8) or one-twentieth (1/20) of one percent (1%). No conditional bid or bid for less than 99% of the par value of the bonds will be considered.

If sold at competitive sale, the Bonds shall be awarded by the County Treasurer to the best bidder who has submitted its bid in accordance with the terms of this ordinance, IC 5-1-11 and the notice of sale. The best bidder will be the one who offers the lowest net interest cost to the County, to be determined by computing the total interest on all of the Bonds to their maturities and adding thereto the discount bid, if any, and deducting the premium bid, if any. The right to reject any and all bids shall be reserved. If an acceptable bid is not received on the date of sale, the sale may be continued from day to day thereafter without further advertisement for a period of thirty (30) days, during which time no bid which is lower than the best bid received at the time of the advertised sale will be considered.

As an alternative to public sale, the County Treasurer may negotiate the sale of the Bonds at an interest rate or rates not exceeding the rate calculated in accordance with Section 2(c) of this ordinance. The Commissioners and the County Auditor are hereby authorized to execute

a Purchase Agreement with the purchaser of the Bonds with terms conforming to this ordinance and sell such bonds upon such terms as are acceptable to the Commissioners and the County Auditor consistent with the terms of this ordinance. The County will use its efforts to sell the Bonds to the Purchaser within 120 days of the notice set forth in Section 2(c) on the terms set forth herein unless the County is able to sell the Bonds on more favorable terms.

Prior to the delivery of the Bonds, the County shall obtain a legal opinion as to the validity of the Bonds from Ice Miller Donadio & Ryan, bond counsel of Indianapolis, Indiana, and shall furnish such opinion to the purchaser of the Bonds.

Section 8. After the BANs and Bonds shall have been properly executed, the County Treasurer shall receive payment therefor, deliver the Bonds to the respective purchasers thereof, and take receipt therefor. The proceeds from the sale of the BANs and Bonds shall be paid into the Acquisition Fund created hereby. The Acquisition Fund shall be deposited in a separate account of the County and kept separate and apart from all other funds and accounts of the County. The proceeds deposited in the Acquisition Fund and investment earnings on amounts in the Acquisition Fund shall be expended only to pay the costs of the Property, paying interest on, or refunding the BANs, if issued, and costs incurred in connection with the issuance of the Bonds and BANs. Any balance or balances remaining unexpended in the Acquisition Fund after the acquisition of the Property, which are not required to meet unpaid obligations incurred in connection with the acquisition of the Property or the issuance of the BANs and the Bonds, shall either (i) be deposited in the Revenue Fund and used solely for the purposes of the Fund or (ii) be used for the same purpose or type of project for which the Bonds were issued, all in accordance with IC 5-1-13, as amended.

Section 9. There is hereby continued the Revenue Fund created by the 1989 Ordinance. Any accrued interest received by the County upon delivery of the Bonds shall be deposited in a subaccount of the Revenue Fund for that purpose and used to pay interest on the Bonds on the first interest payment date. Beginning on the fifteenth day of the month immediately following the issuance of the Bonds, and on or before the fifteenth day of each month thereafter, the County shall, immediately upon receipt, deposit in a subaccount of the Bond and Interest Account of the Revenue Fund approximately equal installments of COIT Revenues in an amount equal to at least the sum of one-sixth of the interest payable on the Bonds on the next interest payment date and one-twelfth of the principal payable on the Bonds on the next principal payment date until the amount on deposit in the Revenue Fund is sufficient to pay debt service payable on the Bonds on the next principal payment date. After making the mandatory deposits described in the 1989 Ordinance, COIT Revenues in an amount sufficient to pay interest on the BANs shall be deposited in the Revenue Fund on or before each BAN interest payment date. No deposit needs to be made into the Revenue Fund to the extent that the amount contained therein is at least equal to the aggregate amount of debt service to become due and payable on all outstanding bonds as required by the 1989 Ordinance plus interest due and payable on the BANs on the next BAN interest payment date. All moneys in the Revenue Fund shall be used solely for the purpose set forth in the 1989 Ordinance and of paying principal of and interest on the Bonds and interest on the BANs. The moneys deposited into the Revenue Fund, on an annual basis, shall not exceed the amount of principal and interest due on the Bonds and the 1989 Bonds or the Refunding Bonds, and interest on the BANs for the next succeeding year.

Section 10 of the 1989 Ordinance is incorporated herein by reference.

Section 10. (a) The County reserves the right to authorize and issue additional BANs at any time ranking on a parity with the BANs. The County also reserves the right to authorize and issue additional bonds, or to enter into leases, payable from COIT Revenues ranking on a parity with the Bonds, subject to the following conditions:

(b) all interest and principal payments of the outstanding Bonds, and the outstanding 1989 Bonds or the Refunding Bonds, all lease rental payments on parity obligations which are leases and all payments on any subordinate obligations, including the BANs, payable from the County's COIT Revenues shall have been paid to date in accordance with the terms thereof, with no payment in arrears;

(c) the amount of COIT Revenues to be received by the County in any twelve consecutive calendar months out of the most recent eighteen calendar months shall be at least equal to 125% of the annual principal and interest requirements of the outstanding Bonds, the outstanding 1989 Bonds or Refunding Bonds, lease rental payment requirements for parity obligations which are leases payable from COIT Revenues and the proposed additional parity bonds or leases for each year during the term of the outstanding Bonds, outstanding 1989 Bonds or Refunding Bonds or parity obligations that are leases and the proposed parity obligations. For purposes of this subsection, the showings required herein shall be prepared by an independent public accountant retained by the County for that purpose ("Certifier"). If, when the parity obligations are issued, the body with final authority over such matters shall have finally approved an increase in the rate at which COIT is imposed and the increased rate shall not have been in effect for the entire twelve month period described above, the Certifier may adjust the amount of COIT Revenues used to determine the percentage described above to take

into account the increased COIT Revenues that would have been collected if the increased rate had been in effect for the entire twelve month period. If such body shall have finally approved an increase in the COIT, the Certifier may adjust the amount of COIT Revenues used above to take into account the increased revenues expected to be available to pay debt service or lease rentals on any parity obligations. The County shall approve and confirm the figures and estimates set forth by the Certifier in a certificate delivered to the County by the Certifier; and

(d) Principal of any additional bonds shall be payable annually on January 1. Interest on any parity bonds shall be payable semiannually on January 1 and July 1, and lease rentals on any parity obligations which are leases shall be payable in equal semiannual installments on January 1 and July 1.

Section 11. If, when the Bonds issued hereunder shall have become due and payable in accordance with their terms or shall have been duly called for redemption or irrevocable instructions to call the Bonds for redemption shall have been given, and the whole amount of the principal and the interest and the premium, if any, so due and payable upon all of the Bonds and coupons then outstanding shall be paid; or (i) sufficient moneys, or (ii) direct obligations of, or obligations the principal of and interest on which are unconditionally guaranteed by, the United States of America, the principal of and the interest on which when due will provide sufficient moneys, or (iii) time certificates of deposit fully secured as to both principal and interest by obligations of the kind described in (ii) above of a bank or banks the principal of and interest on which when due will provide sufficient moneys, shall be held in trust for such purpose, and provision shall also be made for paying all fees and expenses for the redemption,

then and in that case the Bonds issued hereunder shall no longer be deemed outstanding or entitled to the pledge created by this ordinance.

Section 12. (a) The County Auditor is hereby authorized to invest moneys pursuant to the provisions of this ordinance in accordance with IC 5-13.

(b) The County Auditor shall keep full and accurate records of investment earnings and income from moneys held in the funds and accounts created or referenced herein. The County Council hereby authorizes the issuance and execution of the BANs in lieu of initially issuing Bonds to provide interim financing for the Property until permanent financing becomes available. It shall not be necessary for the County to repeat the procedures for the issuance of its Bonds, as the procedures followed before the issuance of the BAN or BANs are for all purposes sufficient to authorize the issuance of the Bonds and the use of the proceeds to repay the BANs.

(c) The Commissioners and the Auditor are hereby authorized and directed to sell the BANs as set forth herein or execute a Purchase Agreement in such form or substance consistent with this ordinance as they shall approve acting upon the advice of counsel. The Commissioners and the Auditor may also take such other actions or deliver such other certificates as are necessary or desirable in connection with the issuance of the BANs or the Bonds and the other documents needed for the financing as they deem necessary or desirable in connection therewith.

Section 13. (a) An appropriation in the amount not to exceed One Million Six Hundred Fifty Thousand Dollars (\$1,650,000) is hereby made to be applied to the costs set forth herein, the funds to meet this appropriation to be provided out of the proceeds of the BANs. This

appropriation is in addition to all other appropriations provided for in the existing budget and tax levy of the County for the current year.

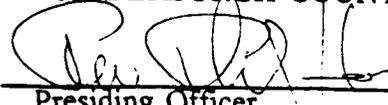
(b) The fiscal officer of the County is hereby authorized and directed to provide information to the State Board of Tax Commissioners concerning this appropriation.

Section 14. All ordinances and parts of ordinances in conflict herewith are hereby repealed.

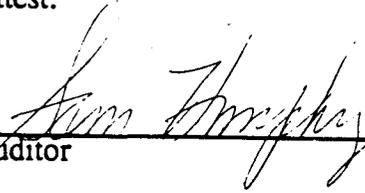
Section 15. This ordinance shall be in full force and effect immediately upon its passage and signing.

Adopted this 18<sup>th</sup> day of August, 1994.

VANDERBURGH COUNTY COUNCIL

  
\_\_\_\_\_  
Presiding Officer

Attest:

  
\_\_\_\_\_  
Auditor

(Seal)

FIRST READING this 28<sup>th</sup> day of July, 1994.

SECOND READING this 18<sup>th</sup> day of August, 1994.

Recorded by me in the permanent records of the County Council of Vanderburgh County  
on this \_\_\_ day of \_\_\_\_\_, 1994.

\_\_\_\_\_  
County Auditor

**ACCEPTANCE OF OFFICE OF TRUSTEE,  
REGISTRAR AND PAYING AGENT**

The undersigned hereby accepts the duties and obligations of Trustee, Registrar and Paying Agent imposed by the foregoing Ordinance. The Notice Address is:

Old National Bank in Evansville  
420 Main Street  
P.O. Box 207  
Evansville, Indiana 47708  
Attention: Corporate Trust Department

Old National Bank in Evansville,  
as Trustee, Registrar and Paying Agent

By: \_\_\_\_\_

Title: \_\_\_\_\_

(SEAL)

ATTEST:

\_\_\_\_\_

Date: \_\_\_\_\_, 1994

Part of the West Half of the Northwest Quarter of Section 5 and part of the Northeast Quarter of Section 6, Town 5 South, Range 10 West, Vanderburgh Co., Ind., described as follows;

Beginning at the northwest corner of the West Half of the Northwest quarter of said Section 5, thence South  $89^{\circ} 48' 31''$  East along the north line thereof a distance of 456.23 feet to the west right of way line of the CSX Railroad, thence South  $4^{\circ} 53' 01''$  East along said right of way a distance of 2764.01 feet to the south line of said half quarter section, thence North  $89^{\circ} 48' 27''$  West along the south line thereof a distance of 691.42 feet to the southwest corner thereof, thence North  $89^{\circ} 13' 25''$  west along said south line a distance of 1330.86 feet to a  $5/8''$  iron pin by a corner post, thence North  $89^{\circ} 16' 40''$  West along said south line a distance of 625.67 feet to a  $5/8''$  iron pin, thence North  $0^{\circ} 21' 12''$  West a distance of 2733.88 feet to a  $5/8''$  iron pin on the north line of the Northeast Quarter of Section 6, thence South  $89^{\circ} 48' 31''$  East along said north line a distance of 1973.11 feet to the place of beginning, containing 160.0 acres more or less.

Subject to the legal right of way of Baseline Road on the north.

*Billy M. Nicholson*  
7/8/94



Exhibit "A"

VANDEBURGH COUNTY HIGHWAY DEPARTMENT  
PROGRESS REPORT

FRIDAY, SEPTEMBER 2, 1994 THRU THURSDAY, SEPTEMBER 8, 1994

FRIDAY, SEPTEMBER 2, 1994

Paver, roller, broom and five crews paved Cypress Dale.  
Gradall and one crew worked on County Line West.  
Pothole patcher and two crews worked on work orders.  
Grader worked in the bottoms.  
Summer crew and mowers worked on St. Joe Ave.

MONDAY, SEPTEMBER 5, 1994

HOLIDAY

TUESDAY, SEPTEMBER 6, 1994

Gradall and one crew worked on County Line West.  
Paver, roller, distributor and six crews paved Cypress Dale.  
Two patch crews and pothole patcher worked on work orders.  
Grader and mowers worked in the bottoms.

WEDNESDAY, SEPTEMBER 7, 1994

Paver, roller, distributor and six crews paved Cypress Dale.  
Summer crews and mowers worked on St. Joe Road, #3 School Road,  
Vienna Road and Hillview.  
Gradall and one crew worked on County Line Road.  
Patch crews and pothole patcher patched culverts across roads,

THURSDAY, SEPTEMBER 8, 1994

Paver, roller, distributor and seven crews paved Cypress Dale.  
Gradall and one crew repaired holes on County Line West.  
Mowers and summer crew worked on St. Joe Road, Slate, and  
Vienna Road.  
Two patch crews and pothole patcher worked on work orders.

VANDEBURGH COUNTY BRIDGE CREW  
PROGRESS REPORT  
FRIDAY, SEPTEMBER 2, 1994 THRU THURSDAY, SEPTEMBER 8, 1994

FRIDAY, SEPTEMBER 2, 1994

Crew #1 & #2 - installed field access pipe at 8616 Marx Road and pick up guardrail on Schroeder Road.  
Crew #3 - worked on County Line West.

MONDAY, SEPTEMBER 5, 1994

HOLIDAY

TUESDAY, SEPTEMBER 6, 1994

Crew #1 & #2 - put in driveway pipe west of 3100 Kleitz.  
Crew #3 - worked on County Line West.

WEDNESDAY, SEPTEMBER 7, 1994

Crew #1 - cut pavement at 3011 Ashwood, clean brush from shoulder on Hobart between St. Joe and 12th Ave.  
Crew #2 - work on County Line West.

THURSDAY, SEPTEMBER 8, 1994

Crew #1 & #2 - opened and repaired culvert at 3011 Ashwood.  
Crew #3 - worked on County Line Road West.



**EMERGENCY MANAGEMENT AGENCY  
EVANSVILLE, VANDERBURGH COUNTY**

Sherman G. Greer, Director  
Room 18, Civic Center Complex  
1 NW Martin Luther King, Jr. Boulevard  
Evansville, Indiana 47708-1839  
Telephone (812) 426-5602  
Fax (812) 426-5606  
TDD/Hearing Impaired (812) 426-5483



Jane Snelling  
Assistant Director

Lisa Patterson  
Administrative Assistant

MEMORANDUM

TO: MAYOR FRANK F. McDONALD II  
FROM: SHERMAN G. GREER, EMA DIRECTOR   
DATE: SEPTEMBER 6, 1994  
RE: OUT OF TOWN TRAVEL, SEPTEMBER 9, 1994

I request your approval for out of town travel to Indianapolis to attend the Indiana Emergency Management Association Board of Directors Meeting. The meeting begins at 9:30 A.M. and ends at 3:45 P.M..

Transportation by vehicle and per diem are the only foreseeable expenses of the EMA.

With your approval I will be leaving Evansville at 5:30 A.M. and return at 8:00 P.M..

Thank You.

SGG/lp

cc: Pat Tuley, President County Commissioners  
Roger Lehman, EMA Advisory Council Chairman  
file

9-12-94

VANDEBURGH COUNTY AUDITORS OFFICE

\*CURRENT COSTS:

XEROX 1038 MONTHLY SERVICE COST	\$ 112.91
XEROX 1090 MONTHLY LEASE COST	<u>\$1,235.28</u>
<b>TOTAL MONTHLY COST</b>	<b>\$1,348.19</b>

\*PROPOSED COST:

XEROX 5328 with Stacking Document Feeder & Stand  
(Includes Maintenance cost and no copy charges for five years)

\* XEROX 5385  
(Includes Maintenance cost for five years)

**TOTAL MONTHLY LEASE COST** **\$1,199.92**

<b>TOTAL MONTHLY SAVINGS</b>	<b>\$ 148.27</b>
<b>TOTAL YEARLY SAVINGS</b>	<b>\$1,779.24</b>
<b>TOTAL 5 YEAR SAVINGS</b>	<b>\$8,896.20</b>

\* 9-12-94 9/4

Joni Matthews related there would be no copy charge for 3 months after installation.

August copies on big machine were 119,336 - X 3 months  
X .0094 = \$3365.25 additional savings.

PRESCRIBED BY STATE BOARD OF ACCOUNTS

REVISED COUNTY FORMS NO. 20 - 1947  
NO. 21 - 1947

September 12, 1994

QUIETUS  
OFFICE OF COUNTY AUDITOR  
VANDERBURGH COUNTY, INDIANA

EVANSVILLE, INDIANA

NO. 18304

FUND 413.11

\$110.00

I HEREBY CERTIFY THAT AMERICAN INSURANCE MANAGEMENT CORP.

HAS FILED IN MY OFFICE THE RECEIPT OF THE TREASURER OF VANDERBURGH COUNTY, IN.  
IN THE SUM OF \$110.00 DOLLARS

ON ACCOUNT OF Ann Camp

SAM HUMPHREY  
AUDITOR VANDERBURGH COUNTY, INDIANA

BY: DDB

AMERICAN INSURANCE MANAGEMENT CORPORATION

10224

VANDERBURGH COUNTY HEALTH  
DEPT

Return State Fund Canc. Lee

Ann Camp-PL-18942

Check Number: 2018 02018  
Check Date: August 31, 1994

Check Amount: 110.00

110.00

4281

TRAVEL REQUEST FORM

FOR

COUNTY OFFICIALS, DEPARTMENT HEADS AND EMPLOYEES

DATE OF REQUEST: 9/7/94 DEPARTMENT: VANDERBURGH COUNTY AUDITOR -

EMPLOYEE(S): KAREN S. JOEST - PAYROLL CLERK PAYROLL

DATE(S) OF TRAVEL: 9/24/94 ⇒ 9/28/94

DESTINATION: PDS USERS CONFERENCE - NEW ORLEANS

PURPOSE: - SEE ATTACHED SESSIONS FOR CONFERENCE - INCLUDES ENHANCEMENTS REPORT WRITER, INTER-FACING & PAYROLL MANAGER  
Proof (Copy of brochure or letter) must be attached.

LODGING REQUIRED: HYATT REGENCY - 9/24/94 ⇒ 9/28/94 - SEE ATTACHED

MEANS OF TRAVEL: COUNTY VEHICLE NUMBER: \_\_\_\_\_  
OTHER: TWA - \$261.00 / ROUND TRIP

REIMBURSEMENT CLAIMED

_____ Mileage	_____ Parking
<input checked="" type="checkbox"/> Per diem	<input checked="" type="checkbox"/> Registration
<input checked="" type="checkbox"/> Air fare	<input checked="" type="checkbox"/> Other - CONFERENCE FEE

APPROVED: \_\_\_\_\_  
Department Head

APPROVED: [Signature]  
Office Holder

APPROVED BY:  
VANDERBURGH COUNTY COMMISSIONERS this \_\_\_\_\_ day of \_\_\_\_\_, 1993

\_\_\_\_\_  
RICHARD J. BORRIES, PRESIDENT

\_\_\_\_\_  
PATRICK TULEY, VICE-PRESIDENT

\_\_\_\_\_  
DON L. HUNTER, MEMBER

THESE EXPENSES WILL BE  
PAID OUT OF 13003860 -  
CONTRACTUAL COMPUTERS  
ACCOUNT.

TRAVEL REQUEST FORM  
FOR  
COUNTY OFFICIALS, DEPARTMENT HEADS AND EMPLOYEES

DATE OF REQUEST: 9-7-94 DEPARTMENT: Auditor

EMPLOYEE(S): Janet Watson

DATE(S) OF TRAVEL: Oct 15 - Oct 21

DESTINATION: Boston MA area

PURPOSE: ISI Computer Conference

Proof (Copy of brochure or letter) must be attached.

LODGING REQUIRED: \_\_\_\_\_

MEANS  
OF  
TRAVEL

COUNTY VEHICLE NUMBER: \_\_\_\_\_

OTHER: Airplane

REIMBURSEMENT CLAIMED

\_\_\_\_\_ Mileage

\_\_\_\_\_ Parking

Per diem

Registration

Air fare

\_\_\_\_\_ Other

APPROVED: \_\_\_\_\_

Department Head

APPROVED: \_\_\_\_\_

Office Holder

APPROVED BY:

VANDEBURGH COUNTY COMMISSIONERS this \_\_\_\_\_ day of \_\_\_\_\_, 1993

\_\_\_\_\_  
RICHARD J. BORRIES, PRESIDENT

\_\_\_\_\_  
PATRICK TULEY, VICE-PRESIDENT

\_\_\_\_\_  
DON L. HUNTER, MEMBER

*to be paid  
out of 13003860*

COPY

300DL

TRAVEL REQUEST FORM  
FOR  
COUNTY OFFICIALS, DEPARTMENT HEADS AND EMPLOYEES

DATE OF REQUEST: 9/12/94 DEPARTMENT: Vanderburgh County Assessor

EMPLOYEE(S): James L. Angermeier

DATE(S) OF TRAVEL: 9/25/94 to 9/27/94

DESTINATION: Indianapolis, In.

PURPOSE: Attend Association of Indiana Counties Conference

See attached  
Proof (Copy of brochure or letter) must be attached.

LODGING REQUIRED: Westin Hotel

MEANS OF TRAVEL: COUNTY VEHICLE NUMBER: \_\_\_\_\_  
OTHER: Personal Car

REIMBURSEMENT CLAIMED	<u>  x  </u> Mileage	<u>  x  </u> Parking
	<u>  x  </u> Per diem	<u>  x  </u> Registration
	<u>      </u> Air fare	<u>      </u> Other

APPROVED: \_\_\_\_\_  
Department Head  
APPROVED James L. Angermeier (EK)  
Office Holder

APPROVED BY:  
VANDERBURGH COUNTY COMMISSIONERS this 12<sup>th</sup> day of September, 1994

Richard J. Borries  
RICHARD J. BORRIES, PRESIDENT

Patrick Tuley  
PATRICK TULEY, VICE-PRESIDENT

\_\_\_\_\_  
DON L. HUNTER, MEMBER



100 EAST WALNUT STREET • LOWER LEVEL • EVANSVILLE, INDIANA 47713-1999 • (812) 424-6921 • FAX (812) 424-3234 • TDD (812) 426-5483

FRANK F. McDONALD II  
MAYOR

Lincoln Senior Citizens Center  
502 S Governor Street  
Evansville, IN 47713

July 20, 1994

*ok PH*

Pat Tuley  
President County Commissioner's  
Civic Center Complex  
Evansville, IN 47708

Dear Pat:

The Senior Citizens are having their Annual Picnic September 22, 1994, and wish to have donated to us the rental of the Bishea House free.

In the past you have been generous to donate this to us. Thank you for your cooperation. Please contact me, Leona Christian at 435-6080. Again, thank you.

Sincerely yours,

*Leona Christian*

Leona Christian,  
Director



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

Warrant No. \_\_\_\_\_  
Claim No. \_\_\_\_\_  
Date \_\_\_\_\_  
M. W. CONCRETE  
Vendor No. D33

\$ 10,200.00

ON ACCOUNT OF APPROPRIATION  
Dept. Fund Name CONTRACTUAL  
Account No. 203-3930

Allowed \_\_\_\_\_ 19\_\_\_\_  
In the sum of \$ \_\_\_\_\_  
Richard J. Jones  
Board of Commissioners

Sept 9, 1994  
John Stief  
Signature of Office Holder

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.

Auditor

COST DISTRIBUTION — TO BE COMPLETED BY DEPARTMENT

INVOICE NO.	PURCHASE ORDER NO.	INVOICE DATE	ACCOUNT NO.	AMOUNT PAID
6427	—	8/31/94	203-3930	10,200.00

TOTAL 10,200.00







### AGENDA REQUEST

NAME OF REQUESTOR: Sandra Toton

REQUESTOR TITLE: Gen. Mgr.

DEPARTMENT: Vanderburgh Auditorium

REQUEST(S) BEING MADE:  
*Approved 9-2-94*

Request for Council Call for Union Overtime appropriation.

DATE TO BE PLACED ON AGENDA: Sept. 12, 1994

ACTION \_\_\_\_\_ CONSENT xxx OTHER \_\_\_\_\_

JRN 481 and 581 CLASS ASSIGNMENT

Today you will attend your first meeting of the Evansville City Council. Your main objective is to observe and analyze the activities. Should the meeting last past 8:45 p.m., we shall wait for an appropriate break in activities and exit as a group.

You will owe me a reaction paper concerning the meeting with a deadline of Wednesday noon, Sept. 14. You may deliver it to me or my secretary in OC lower level or it must be postmarked on or before Sept. 15.

Your entire effort should not exceed three pages double spaced. The format is optional, but you should follow AP Style, use correct grammar, spelling and punctuation, and render proper word usage. Any assignment shorter than two pages will get rigorous scrutiny.

The reaction paper should contain the following elements:

1. Your personal reaction to the meeting. Was it boring or exciting? If this is your first such meeting to attend, was it what you expected? Is this your idea of democracy in action? Are the councilpersons appear to be sincere, fake, melodramatic, serious, etc.?
2. What were the three most important agenda items considered at the meeting, and please place the most important first. After each item you list, write a short paragraph explaining why you consider it to be important. Consider rationale such as cause-effect, impact, and consequence. In lay terms, whose ox is getting gored and why? With what outcome?
3. What are the least important agenda items? Would they be worth mentioning in a news story? If so, how would you handle them?
4. What was the most newsworthy or striking statement made at the meeting? Who made it? Why does it have news value? In reference to which agenda item?

Good luck!

Hint: get a friend to copy-edit your assignment before you turn it in. The grade you save may be your own.

Reminder: Grading standards:

Misspelled word: 5 percent of grade  
AP style and word usage: 2 percent  
Grammar, punctuation: 2 percent of grade

SIGN-IN SHEET

COUNTY COMMISSIONERS MEETING

DATE: September 12, 1994

Name	Affiliation
Bruce Wheeler	A.D.V.W.A. Local 561
[Signature]	" "
[Signature]	" "
[Signature]	" "
[Signature]	Mersey Ambulance
Carolyn Reed	Nabstat
[Signature]	Naval Care Center
[Signature]	DMO
[Signature]	Purchasing
Stephen S. Woodell	Sheriff Dept
[Signature]	Coroner
[Signature]	Courier
[Signature]	Press
[Signature]	WIKY
Jim Adam	CHOICE
[Signature]	EBE Inc.
[Signature]	CORRECTION COMPLEX
[Signature]	Valley Watch
[Signature]	Valley Watch
[Signature]	Valley Watch
[Signature]	Mersey Ambulance
[Signature]	Word of His Grace Fellowship
[Signature]	" " " "
[Signature]	ARC

Zreeta Hardin  
Jayne Berry-Bland  
Alyse Roons  
Meg & Burger  
Ken Colbert

Citizen  
Treasurer

Tom Deekard Ministries

Tom Deekard Ministries

Evansville Housing  
Authority

MINUTES  
COUNTY COMMISSIONERS MEETING  
SEPTEMBER 19, 1994

I N D E X

<u>Subject</u>	<u>Page No.</u>
Meeting Opened @ 5:30 p.m. ....	1
Introductions & Pledge of Allegiance .....	1
Habitat of Evansville/Carolyn Reed .....	1
Laborer's Union Local #561/Doyle Wheeler .....	2
Ordinance to Amend Chapter 72 , Schedule II, County Code of Ordinances ..(Second Reading) .....	2
Award of Bid/Cash Management Services/Jayne Berry-Bland ....	2
County Attorney/Alan M. Kissinger .....	5
Mercy Ambulance Contract (\$197,000.00) Auditorium Council Call/Addendum to Union Agreement re Uniforms, Rainwear & On-Call Pager	
Superintendent of County Buildings/Mark Abell .....	6
Claim/Jail Management Information System Surplus Properties Council Call/Supt. of County Bldgs.	
County Highway/Fred Howard .....	7
Weekly Progress Report Paving Program Boonville-New Harmony Rd./Deletion of 'Boonville' from Road Signs by the State	
County Engineer/John Stoll .....	8
Change Order/Concrete Repair Melody Hills Utility Agreement between County & Ameritech Franklin Street Bridge Claim/Blankenberger re USI (\$192,611.76) Mann Rd. & Bixler Rd. Bridges Commendation Letter from Airport Industrial Foundation	
Consent Agenda (Approved) .....	10
Scheduled Meetings .....	10
Request for Executive Sessions (October)	
Old Business .....	10
Appointment of Fred Kitch to Vanderburgh County Redevelopment Authority Boonville-New Harmony Rd./Discussion re removal from TIP EUTS/Board Requests that Mrs. Zigenfus give an Update at the first Commission Meeting of the month	
New Business .....	11
Commendation Letter from Local #808 re Burdette Park	
Meeting Recessed @ 6:45 p.m. ....	11
Meeting Reconvened @ 7:00 p.m. for Rezonings.....	11
Meeting Adjourned @ 9:00 p.m.	

**MINUTES  
COUNTY COMMISSIONERS MEETING  
SEPTEMBER 19, 1994**

The Vanderburgh County Board of Commissioners met in session at 5:30 p.m. on Monday, September 19, 1994 in the Commissioners Hearing Room with President Pat Tuley presiding.

**RE: INTRODUCTIONS & PLEDGE OF ALLEGIANCE**

President Tuley called the meeting to order, welcomed the attendees, introduced members of the County Staff, Mark Abell/Supt. County Bldgs., County Attorney Alan Kissinger, Commissioner Borries, himself, Commissioner Don Hunter, Chief Deputy Auditor Cindy Mayo and Joanne Matthews, the Official Recording Secretary for the Auditor and this Board. He subsequently asked the group to stand for the Pledge of Allegiance.

**RE: HABITAT OF EVANSVILLE - CAROLYN REED**

Ms. Carolyn Reed was recognized, introduced herself and said, "I'm Carolyn Reed. I'm representing Habitat of Evansville and if the Commissioners would allow I would like to request the properties that have been filed with Mark Abell to be quit claim deeded to Habitat of Evansville."

Mr. Abell said, "In your folders I put a combined list, I think probably -- maybe right in the back."

Commissioner Tuley asked if there was an extra list.

Mr. Abell replied, "Yeah, I sure do. Hang on here. Yeah, I was going to do this in my report, but I guess we'll just get to it now."

Commissioner Borries said, "Carolyn, we've discussed some of this matter with our attorney. It was my understanding that one of the properties that you requested last week may have had a lien or not a clear title involved in that, is that correct?"

Ms. Reed answered, "Yes, we understand that and that has been settled."

Commissioner Borries said, "I'm prepared to back this. You know, we started out in the best of intentions in this and your group is one of the most outstanding that there is in terms of good intentions to kind of get this property over to people, but we're -- you know, I guess we live in such a mechanical age we want to snap our fingers and turn on and off the TV and the radio and everything's magically going to get fixed and it doesn't work that way. This is really a complicated thing and we don't have the money nor the staff to go and research all this stuff and get all this stuff cleared one way or another. I think based on maybe what our attorney will, could advise us, or will have, when we have a talk with him on occasions about this. I want to move that this property be transferred to Habitat with the understanding that we're going to do this with Quit Claim Deeds so that if there are things that -- outstanding kinds of things out there, those persons are going to have to be responsible for. I mean, I don't know how else to do this. This is not an instant way of doing it, can't turn it on and off and magically get all this property cleared up. We got it because there was confusion and there's still confusion on it. Alan, is my motion okay in terms of moving that they receive it with a Quit Claim Deed?"

Mr. Kissinger said, "I think that motion is totally appropriate and I advised the Commissioners earlier that if we did the title searches on all these things it would cost us in excess of eight thousand dollars. Traditionally it is the buyer who pays for the title opinion and I understand Habitat has absolutely no problem with that and with that understanding I -- we have already made arrangements. I am going to call Mr. Bowman tomorrow, get the appropriate legal descriptions that Habitat will be satisfied with and the Quit Claim Deeds will be prepared tomorrow."

Commissioner Borries then made a motion that the transfer of the Habitat be approved with Quit Claim Deeds being issued to Habitat regarding these properties. Commissioner Hunter seconded Mr. Borries Motion. So ordered.

Commissioner Borries thanked Ms. Reed and said, "Thank you and you do good work. Best of luck to you."

Ms. Reed responded, "Thank you. We appreciate it."

RE: L.I.U.N.A. Local 561 - Doyle Wheeler

Mr. Doyle Wheeler was recognized, introduced himself and said, "I'm Doyle Wheeler with the Laborers' Union and the property we discussed last week, we have paid for a title search and lien search. We find those things have been satisfied except for maybe a sewer bill or something. So, we would like to assume that if its possible."

Mr. Kissinger asked, "And you are willing to do that?"

Mr. Wheeler said yes.

Mr. Kissinger continued, "Mr. Wheeler, assuming that the Commissioners do authorize the preparation and execution of a Deed, if you would provide me with a legal description that you folks are going to be satisfied with and the entity to whom the property is to be transferred we'll get your Deed as quickly as possible also."

Mr. Wheeler thanked Mr. Kissinger and Mr. Kissinger recommended that Mr. Wheeler ask the Commissioners if they want to approve the transfer.

Commissioner Borries then moved to approve the transfer of the Laborers' Union of the property known at 310-312 Taylor Avenue in Vanderburgh County and the issuance of Quit Claim Deed to the Laborers' Union. Commissioner Hunter seconded the motion. So ordered.

President Tuley asked if there was any other organization present regarding the same properties or any other properties or anyone who wanted to address the Commissioners regarding any other subject.

The students from the University of Evansville and the University of Southern Indiana were recognized by President Tuley and Commissioners Borries and Hunter.

RE: ORDINANCE TO AMEND CHAPTER 72 OF THE CODE OF ORDINANCES

Commissioner Borries said this amendment was regarding stop signs and intersections. Ms. Joanne Matthews stated that this was the second reading.

Commissioner Borries made a motion that the Ordinance to Amend Chapter 72 of the Code of Ordinances be approved. Commissioner Hunter seconded the motion. So ordered.

Commissioner Borries said, "For the virtue of our students, on the second reading we can approve with a voice vote as we did. Next week there is a third reading, a final meeting. Any ordinance that has to be changed in Vanderburgh County has to be done by roll call vote, so that today was just a formality. Now, Ms. Bland, on the other hand, is going to ask us to do some serious stuff here."

RE: AWARD BID FOR CASH MANAGEMENT SERVICES FOR THE COUNTY  
JAYNE BERRY-BLAND

Ms. Jayne Berry Bland was recognized, introduced herself and said, "This is kind of a tough one. I'm Jayne Berry Bland, County Treasurer. I've had a week to analyze the bids for a cash management system. Its a contract for two years with an option to release it after one year by

So, what I've done in lieu of twelve thousand dollars, this is my little pamphlet that I've prepared for you, the best of my knowledge that I could do. We have looked at, in the past four years, Citizens has had our cash management account, and during those four years we have always used a minimum balance requirement in order to pay for the bank's fees to handle our account for us and to process the biggest part of our tax bills. This year I looked at the comparisons with the minimum balance versus a per item charge or a yearly cost to the county and I felt like comparing -- if you will flip -- let me also say that NBD was out of the picture right off the bat because I have talked with them and the payments would have to be sent -- they could be made here, but they would have to be sent to Indianapolis for processing and I would lose either two to three days of interest every day during our collection period which is twice a year, basically from April the first through May the tenth and also from October the first through November the tenth and I felt like in regards to losing several days interest every day during that collection period it would not be worthwhile to take them under consideration so it went down to Citizens and Old National and your green tab is Citizens and your red tab is Old National. And if you would turn to page three for Old National and for Citizens you will see that basically every fee there, their structured fees for per item charges is exactly the same. The only difference is the FDIC assessment. What I did was, that fee was \$22,867.00 for the year which is shown on page four for their -- basically their yearly activity fees, but Old National has gone as far to give us a volume discount of \$4,867.00 which brings it back down to the total cost of being \$18,000.00. Also, Old National has, under their additional information, it would actually be on page four although the page is not numbered, they have put on the bottom of that page that the total yearly activity service fees will not exceed \$18,000.00 plus the FDIC assessment and we felt like because they put a cap on this that we should go with Old National this year. I also had a professor from U.S.I. to help determine what would be our lowest cost to the county. Any questions?"

Commissioner Tuley asked, "The professor used is the same one that helped you pull this together to begin with, right?"

Ms. Berry Bland answered, "Well, I pulled it together from..."

Mr. Tuley interjected, "From the previous..."

Ms. Berry Bland continued, "... the previous. Yeah, I took everything from the consultant that we had used in the two previous times that we bid this out. I basically used their forms and their structure as far as getting the bids out and the letters and what it involved and the advertising and all of that and it was basically done the same way that it has been done in the past. The problem I have with the minimum balance requirement is that in the first eight months of this year it averaged a little more than \$900,000.00 and, I think, according to the interest we lost on that it would be feasible to go to a per item charge especially since Old National has put a cap of the \$18,000.00 plus the FDIC assessment."

President Tuley said, "Jayne, I guess in a quick summary then, there were two things that caught your attention. The volume discount, correct?"

Ms. Berry Bland answered, "Yes."

President Tuley continued, "And the not to exceed cap on the total cost."

Ms. Berry Bland said, "Right."

President Tuley said, "And those were probably the two -- otherwise Citizens and Old National's appear to be pretty much identical almost?"

Ms. Berry Bland said, "Yes. The fees are identical period."

President Tuley said, "Okay. So then it would be your recommendation that the cash management contract for the next two years be awarded to Old National Bank, is that correct?"

Ms. Berry Bland answered, "Yes. Yes, with the option of course in the contract that either one of us with written can get out after a year. And, I would get together, if this is acceptable, I will get together with -- with the bank and have the contract ready for two weeks from today.

President Tuley then entertained questions by the Commissioners.

Commissioner Borries asked, "There's no amount then -- there's no amount here that we're putting in, we're just..."

Mr. Tuley interjected, "Explain how the fees are paid."

Ms. Berry Bland said, "Before cash management came along we were not able to take the fees straight out of our account every month. Because of cash management that law has changed, so what they'll do is adjust, I'm assuming -- Tony Dillon is here from Old National -- I'm assuming that they will adjust on our monthly statement the interest we have received less the cost and come out with a net there. We hope will be in the plus figure."

President Tuley said, "I can't imagine this going -- I guess it could be though with the low rates right now. You know, that is a possibility and certainly -- when you have a lot of activity, but not much money sitting in the account."

Ms. Berry Bland said, "Right, and the rates are starting to come up so we're going to get a little more interest."

Mr. Humphrey said, "I want to know what the current rate is."

Ms. Berry Bland responded, "The current interest rate? On a sweep account or are you talking about on an investment I do in general for..."

Mr. Humphrey said, "The nine hundred thousand they kept as a minimum balance."

Ms. Berry Bland said, "Pardon?"

Mr. Humphrey said, "The nine hundred thousand cost for the minimum balance."

Ms. Berry Bland said, "Well, I don't know what they get on that money, Sam. All I can say is the rate, you know the rate that we get on a repo which is primarily what we do, we invest most of the money in repos. Very seldom do we do CD's. The state says that if we going to do anything more than probably a sixty day period then we're better off to do a CD. However, we do very few CD's. You're saying..."

President Tuley interjected, "Let me step in here. What I think he's asking you is, if you'll look on page one, the proposed compensation is the proposed two point five percent below the average bank rate, the four point two five. So based on this estimate at the time this was prepared it would have been four percent that they were losing on that nine hundred thousand dollars. I think that's what he's trying to ask. Is that what you're trying to get at?"

Mr. Humphrey said, "Yes."

Commissioner Borries made a motion that the cash management services of Vanderburgh County be awarded to Old National Bank. Commissioner Hunter seconded the motion. So ordered.

President Tuley said, "I would like to go on the record too here, and I will follow this up with a letter. Mr. Bob Hartel from USI was gracious enough, and we talked a little bit about this last week when we got these bids, to meet with Jayne and help her evaluate these numbers and go over this stuff. As we mentioned at the last meeting, the last two times we've done this we've paid a professional consultant that cost the county I think, twenty thousand dollars the first time we did it and twelve thousand dollars the second time we did it..."

Ms. Berry Bland said, "That's right."

President Tuley continued, "... and therefore with Bob's help and Jayne's work on this thing this bid evaluation and proposal and putting it all together has not cost us a penny. So, I commend you on your efforts and I'll send a letter to Bob the same way."

Ms. Berry Bland added, "I also intend to. I really appreciate his help this time, and once again, I'd like to say the contract will not be ready for about two weeks. I'd like to be on the schedule maybe in two weeks from now too."

President Tuley said, "That's fine. When its all prepared and ready to go. Basically, the current contract doesn't expire until the end of December, but you need to get [Inaudible], that's the reason you want to go ahead and get it."

Ms. Berry Bland said, "Right. We ran into a problem the last time because we waited till November and we had a real problem getting the checks ordered. Thank you."

President Tuley said, "Thank you, Jayne."

RE: COUNTY ATTORNEY - ALAN KISSINGER

Mercy Ambulance Contract Mr. Kissinger said, "I have reviewed the Mercy Ambulance contract and basically its as it was represented. Is there anyone here tonight from Mercy? Apparently not. The one area that is of concern to me and will be of concern to Mercy and the Commissioners (and they are going to have to take into consideration if they approve this contract) -- my understanding is that there has been an even number dollar amount of \$197,000.00 approved to fund this contract and the contract is actually for \$197,977.90. I don't think we have the authority to approve the contract for an amount greater than the amount of money that was appropriated and approved in the budget. So, assuming that Mercy is willing to enter into this contract for the amount of \$197,000.00 and that provision is on the bottom of page fifteen in the contract itself, I beg your pardon, then the contract actually is, I believe, more to the county's benefit, or benefits the county more so than it did last year with actually no increase in cost, so my recommendation would be but for the problem with the difference between the \$197,000.00 and the \$197,977.90 I would recommend that the Commissioners consider approving this contract."

Commissioner Borries said, "Our counsel has -- I'm going to act on his recommendation. What I'm trying to do is go back and read the minutes, see exactly what Mr. Key said."

Mr. Humphrey said, "Somewhere he said the \$997.00 was pocket change."

Commissioner Borries continued, "Mr. Key, I'm quoting on page 17 of the minutes from September 12th, indicates that it had been a hundred and ninety seven in each of the previous two years, but had not been put in, apparently in error, at a hundred eighty five and then that's how they got in a bind for this current year. Then, Mr. Kissinger asked that there was a reference to the hundred ninety seven thousand that's not being included in this contract as probably appropriate. Mr. Key said he didn't make any change. It was a hundred ninety seven last time and I think our issue was the appropriation of the budgeting process." He basically just says I didn't make any change. It was a hundred ninety seven the last time and I think our issue was the appropriation of the budgeting process. So, hold on, wait a minute. Mr. Tuley says for 1995 we had requested two hundred thousand and the Council cut it down to \$197,977.90."

Commissioner Tuley said, "That's not what I said. That may be what's on that paper, but that's not what I said."

Commissioner Borries said, "That's what it said. You see it?"

Commissioner Tuley answered, "Well, I read it. I can see what you're reading from, but I had notes in front of me that B.J. had gotten for me that day that said the Council had only approved

\$197,000.00 even, even though - but, the contract was for \$197,977.90."

Commissioner Borries said, "I don't make many motions like this, Mr. President, but what I'm going to move is -- that Mercy Ambulance be awarded the contract for 1995 for whatever the Council put in. If its \$197,977.00...whatever, or \$197,000.00, whatever they put in, that's what -- because our attorney is exactly right, we can't give a contract for higher than what is allocated, so, surely somebody's got what they put in -- what Council put in."

President Tuley said, "Let's go back up a couple of lines. Basically, Jerry I'd like to give it to Alan and let him go through it. The only thing I -- the only thing I had B.J. check was that the contract is within \$1,000.00 of what we had appropriated for 1995."

Commissioner Borries asked, "So, you're saying it is \$197,000.00."

President Tuley said, "I'm saying its \$197,000.00. Well, Cindy's not here. She was here -- its \$197,000.00 -- that's what is appropriated I can assure you."

Commissioner Borries made a motion that it be appropriated for \$197,000.00. Commissioner Hunter seconded the motion. So ordered.

President Tuley said, "Maybe I backed away from the microphone cause you told me 'don't move away from the microphone', so maybe it was hard to understand, but it was \$197,000.00."

Vanderburgh County Auditorium Council Call: Mr. Kissinger said he had a request from the managers of the Vanderburgh County Auditorium to be allowed to go on Council call if the Commissioners approve the addendum to the Union agreement.

Mr. Kissinger said, "That was discussed. The addendum is in reference to uniforms and rain wear and an additional 25 cents per hour for off-duty time for the individual who works at the auditorium wearing the on-call pager. I recommend that the Commissioners approve paragraphs A and B of the addendum to the agreement and if the Commissioners follow my recommendation I ask that the auditorium management be allowed to go on Council call as soon as possible to ask for approval by the County Council."

Mr. Borries made a motion that the addendum be approved. Mr. Hunter seconded the motion. So ordered.

Mr. Kissinger said, "I made a copy of this addendum for Joanne so it could be made a part of the record and, also then Sandy Toten, is her request to go on Council call approved as well?"

President Tuley answered, "Yes."

Mr. Kissinger said, "That's all I have."

RE: SUPERINTENDENT OF COUNTY BUILDINGS - MARK ABELL

Jail Management Information System: Mr. Abell said, "I have a blue claim from data processing, or Mr. Capaletti in particular, that he asked me to pass down to you. So, I will do that."

Commissioner Borries stated that the blue claim authorizes payment to OCS Technologies for the final part of the jail management information system in the amount of \$8,000.00 and made a motion for approval. Commissioner Hunter seconded the motion. So ordered.

Surplus Properties: Mr. Abell said, "I think earlier we talked about the surplus properties a little bit, and we eluded to a mistake that we had made at one point with a property last week in giving it to the Habitat organization. The County Attorney has informed me that we need to just make arrangements I guess to deed back to the old owners certain pieces of property that were redeemed and I guess we need a motion to do that. Alan could be more specific, but we

do need to get that property back to the people that redeemed it. Is that correct?"

Mr. Kissinger said, "It's something that we need to do. The property, the tax has been paid on the property and that is one of those properties where the notice was inappropriate or did not follow the form of the statute, therefore it was mistakenly deeded by the Auditor to the County. Now we need to correct that error and deed it back to the original property owner."

Commissioner Borries said, "I will happily do that. I wish we could deed them all back."

Commissioner Hunter seconded Mr. Borries motion. So ordered.

Council Call/Supt. of County Bldgs.: Mr. Abell said, "I would like permission to go on Council call for \$6,500.00 to my repairs the building and grounds account general fund account. I had sometime back in May repealed that to Council so they could replenish that with CCD funds, which they did do, but in the interim, as paperwork was going back and forth, my one account was overdrawn by \$6,500.00 and just would like permission to go back to Council to rectify that situation."

Commissioner Borries made a motion to approve Mr. Abell's request for Council call. Commissioner Hunter seconded the motion. So ordered.

Mr. Abell said, "Thank you and that's all I have."

RE: COUNTY GARAGE - FRED HOWARD

Weekly Progress Report: Mr. Howard submitted copie of the Weekly Work Report for period o September 9, 1994 thru September 15, 1994 report received and filed.

Paving Program: Commissioner Borries asked where the paving was at this point. Mr. Howard replied that Cypress- Dale was finished the week before and paving was in progress at County Line West and that this paving should be finished by the end of this week. Mr. Howard added that there were small problems with the grade-offs breaking down but that those problems were corrected now. He added that they were old enough that small things had to be done.

Mr. Borries said, "Whenever our employees-- and this is per agreement, and I support this -- attend driver's classes for safety training, would you insure or ask the office personnel to document that or send a letter to Dennis Feldhaus who is our insurance agent so that we can verify that they are taking training and, hopefully, this will help us as we are self-insured as we negotiate our claims and so forth with our County people. Just make sure you document how many people attended. You've got the dates here -- and forward that to our insurance person as he -- he might need to know that."

Mr. Howard said, "Okay, well, we're getting their signatures. I talked to Louis Smith on Wednesday of last week and they're going to mail that to us."

Commissioner Hunter said, "I'm pleased to see you still use the Boonville-New Harmony Road as the name of the road. I wish we could convince the State of that."

Commissioner Borries said, "Well, I'll update you now that you ask, Commissioner. I have had some conversations with the INDOT Commissioner, Fred P'Poole, this week, who was unaware of that and I did complain in addition to, of course, we asked our County Engineer to look into this. He indicated he would look into it. Obviously, with having I don't know how many thousands of miles of road throughout the State of Indiana, he was unaware of it; but he did say, they did what. I said, well, they took a name off of a road, somebody did down here. Left the hyphen up but took the name off the road and we weren't too happy about it. He said, I will certainly look into this. So..."

Commissioner Hunter said, "He'll find out that they did it about ten times, too."

Commissioner Borries said, "So, hopefully we're going to get some kind of action on that

because, again, it's inexcusable."

Mr. Howard said, "Okay, thank you."

RE: COUNTY ENGINEER - JOHN STOLL

Change Order for Concrete Repair Mr. Stoll stated "First I've got a change order for the concrete repair contract for \$14,497.45 due to the unknown soil conditions underneath the roads out at Melody Hills and -- and the Airport Industrial Park we ran into a lot more dirt that had to be excavated and replaced with rock so that accounts for the majority of this increase."

Commissioner Borries said, "Man, we have spent a lot of money on Melody Hills, I'm telling you. Through the years that I have been on the Commission, we have had to rebuild almost every street out there."

Mr. Stoll replied, "Probably spend about a hundred thousand this year, alone, and that's still not addressed all the problems."

Commissioner Borries made a motion that the request for the change order be approved. Commissioner Hunter seconded the motion. So ordered.

Mr. Stoll said, "There will be one more change order for about \$25,000.00 on that concrete repair."

Commissioner Borries said, "Maybe we should've concreted the whole hill, you think?" Man, man, I'm not kidding you, we have worked on -- we've worked out there for ten years, at least ten years on the streets out there."

Mr. Stoll said, "I've got the street plans and request for waiver of sidewalks in Five Oaks Subdivision. It's off Hedden Road, just north of Covington Heights. It's just a single cul de sac."

Commissioner Hunter asked if the curbing was done. Mr. Stoll said yes and that there were 20 small lots.

There was some inaudible discussion between the Commissioners and Mr. Stoll.

Commissioner Borries then made a motion that the street plans be approved. Commissioner Hunter seconded the motion. So ordered.

Commissioner Borries then asked that there be a delay in the waiver on the sidewalks until there is further verification. Mr. Stoll agreed.

Utility Agreement between County and Ameritech Mr. Stoll said, "Next I've got three copies of a utility agreement between the County and Ameritech for their lines that are on the Franklin Street Bridge. Basically it just says that their lines be maintained across the bridge as its under construction and the standard language about we have the right to relocate -- have them relocate those lines if they're in our way. So, I recommend that the agreements be signed."

Commissioner Borries made a motion for approval. Commissioner Hunter seconded. So ordered.

Commissioner Borries asked, "On Franklin Street, John, the contract was let. Is that correct?"

Mr. Stoll answered, "Correct."

Commissioner Borries said, "And will we start on that? Hopefully, after the West Side Fall Festival."

Mr. Stoll said, "We've got the check issued and its been sitting in my office so it will not start until after -- the Fall Festival."

Commissioner Borries said, "Oh good. And, do we think we can have it done by next year's West Side Fall Festival?"

Mr. Stoll replied, "Two hundred twenty work days. I've not seen the special provisions on the contract. I hope it calls for winter work, but I don't know for sure. So, I hope it will be done by then."

Commissioner Borries said, "That's an important project and I know you're aware of it and it's important to us particularly as we always seem to approach the -- whatever the magic date is for the partial closing of the Lloyd Expressway there over Pigeon Creek and in view of the state's track record on a couple of other things when they start taking names off of stuff we never know when that might be. So, it's really important that we get that bridge -- this bridge done so that we have some alternatives."

Mr. Stoll said, "Well, when the check was issued if we mailed it off immediately there was a chance that it would start at the same time as the Fall Festival. So, we're just holding the check to make sure it can't start until then."

Mr. Borries said, "Well, I just hope we get it done by next year's Fall Festival cause I would - - at least if we got part of it open we can still..."

Mr. Stoll said, "It's going to partially opened the whole time, so."

President Tuley said, "Well, if its not only you two will go [Inaudible]."

Commissioner Borries said, "I don't know, we may make you Grand Marshall next year."

President Tuley replied, "You would to, with no bridge."

Claim/USI Project: Mr. Stoll said, "The last item I've got is a claim that showed up late in the office on Friday, so I couldn't get on the Consent Agenda. It's to Blankenberger Bros. on the USI project in the amount of \$192,611.76."

Commissioner Borries said, "And we're going to be out there this coming week, is that correct."

Mr. Stoll answered, "Yes, next Monday."

Commissioner Borries made a motion to approve the claim in the amount of \$192,611.76. Commissioner Hunter seconded the motion. So ordered.

Mr. Stoll said, "On our New Harmony Road resurfacing project we have had some requests if we could include a short segment of Old Cynthiana Road. Its about a 2,000 foot section of road and add that on to the contract. It would require a change order. It'd be above and beyond what we were initially looking at and I wanted to run that past you to see if that was okay. It'll probably add another six to eight thousand dollars on to the contract and we've got enough to cover it and I feel that while we're out there we might as well pick that one up since it's just a small section of road.

Mr. Borries made a motion to approve the request. Commissioner Hunter seconded the motion. So ordered.

Mr. Borries asked, "How we coming on our bridges over Mann and Bixler?"

Mr. Stoll answered, "They're working on the Mann Road bridge right now and I believe their going to start driving piling yet this week. So, they're also going to begin the dirt work as well here in the near future. So, hopefully the timing will be right. The residents out there were

concerned about us interfering with the harvest because they said if we shut down Bixler Road in the middle of October that'll be right in the middle of harvest season and they want to make sure we didn't do that, so that might be another we might have to kind of push off for a couple of weeks if possible to try and make sure we don't interfere with their harvest out there."

President Tuley asked Mr. Stoll if that was all and he said that it was.

Mr. Hunter said, "Wait a minute. Didn't I see a letter complimenting you and your staff, I believe it was written by Bob Miller from the Airport Industrial Foundation? And, I would like to publicly here commend you and your office. It's awfully nice when we get positive letters. We get the other kind. We get the other types of phone calls, but you know, its kind of refreshing to see that somebody in the community appreciates the work that we're doing and specifically the work that you and your staff are doing."

Mr. Stoll said, "Thanks. I'll pass that on to Tom Goodman because he's been the inspector out there and making sure things go well out there, so thanks. I got another card today from Melody Hills. We were kind of afraid it might be a letter bomb or something. But it was complimentary, as well."

Commissioner Borries commented, "You do. You have an excellent department."

President Tuley added, "You do. You guys do good work, John."

Mr. Stoll said, "Thanks."

RE: CONSENT AGENDA

Mr. Borries made a motion that consent items be approved. Commissioner Hunter seconded the motion. So ordered.

RE: SCHEDULED MEETINGS

It was noted by Commissioner Tuley that a list of scheduled meetings is attached to the meeting agenda. The Insurance Committee meets tomorrow; Steering Committee meeting on the 22nd; Executive Section scheduled for the 26th; Drainage Board meeting for the 26th; Personnel/Finance Meeting on the 28th.

Commissioner Borries pointed out that the ribbon cutting at USI should be on the agenda. Commissioner Hunter asked if that was the 26th at noon. President Tuley remarked that that was correct.

Request for Executive Session/October 3, 1994: Motion was made by Commissioner Borries that the Commissioner schedule an Executive Session at 4:00 p.m. on Monday, October 3, 1994. Commissioner Hunter seconded the motion. So ordered.

Ms. Matthews asked if this is the only Executive Session the Board wishes to schedule at this time. Mr. Borries asked if the 17th and the 31st would be appropriate. Mr. Tuley stated those dates would be.

Mr. Borries made a motion for Executive Sessions for the purposes of discussing Possible and Pending Litigation and Personnel Matters. Seconded by Commissioner Hunter. So ordered.

RE: OLD BUSINESS

President Tuley entertained matters of Old Business to come before the Board.

Appointment to County Redevelopment Authority: Commissioner Hunter made a motion to appoint as third member of the Vanderburgh County Redevelopment Authority Mr. Fred Kitch. Commissioner Borries seconded the motion. So ordered.

Commissioner Borries said, "I have one item, Mr. President. I wrote a letter to Ms. Rose Zigenfus expressing my concern and disapproval over what appeared to be - or what was inclusion of the Boonville-New Harmony Road 3-R project in this last TIP. Ms. Zigenfus has replied to me and I want to enter it into the record and then also maybe send a copy to Mr. Gene Koch who, I think, is a resident along the road indicating what she says here. She says, regarding my letter: "Regarding Boonville-New Harmony Road and TIP contradictions. Thank you for your letter dated September 12, 1994 regarding the EUTS 1995-1999 transportation improvement program known as the TIP. The organization of the TIP documented is divided into two sections, the long range plan and programming. Let me also assure you that the 3-R Boonville-New Harmony Road improvement project has been removed from the program section of the TIP as you requested. Since the original adopted TIP 2000 year plan included this Boonville-New Harmony project in the 1994 and 2000 staging period the project must remain in that section of the TIP. I apologize for the contradiction on page 104. That should have been removed. That was the part that said it was being moved up. In response to your second concern, the EUTS staff prepares a monthly project update for the EUTS Technical and Policy Committee meetings. Project updates are provided to the EUTS Technical and Policy committees for members for distribution to their respective commissions and boards. I will contact Mr. Tuley and request that EUTS be included on your agenda for monthly Vanderburgh County project updates. Sincerely."

President Tuley asked if Mr. Borries was satisfied with this response.

Mr. Borries replied, "I think as long as she says it is removed, if she has to show some kind of historical documentation why it has to stay in there I'm okay with that, but she has indicated there was a mistake on page 104. Mark, will you make a note that they will be included on the monthly meetings with department head meetings, please."

Mr. Abell asked if this was to be once a month. Mr. Tuley asked if Mr. Borries wanted the updates once a month or once a week. Mr. Borries indicated monthly. It was agreed this should be done on the first Monday of the month.

RE: NEW BUSINESS

Commissioner Borries said, "One item. Nice letter from Local 808. I think this has been published in the media, but it was from Charles Stevens regarding thanks for the help in making the 808 picnic such a success at Burdette Park. They had 6,000 people that attended that picnic on Sunday, September 11th, and he mentions that the facilities at Burdette Park are great. He indicated that the personnel you provided for security, parking and everything was just really well organized. So, we appreciate that. That's from Charles Stevens, who is President of Local 808. So, I'd like to enter that for the record."

President Tuley said, "I also think that there's a letter coming from Grandy's. They helped cater it and I ran into somebody Saturday that was involved in that from Grandy's and they were particularly pleased, as well."

Commissioner Hunter said, "Mr. President, may I suggest that a copy of these letters be sent to the County Parks?"

Commissioner Borries said, "Yeah, I wholeheartedly endorse that in view of the negatives. It seems as if we want to prioritize and don't think that Burdette Park adds to the quality of life in this community, but indeed it does and sometimes for 6,000 people it was quite a highlighted day so I think that'd be great."

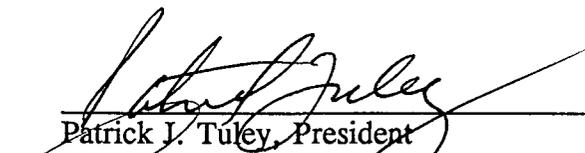
Commissioner Tuley asked if there was any other new business.

President Tuley said Rezonings are set for 7:00 p.m. There being no further regular business to come before the Board, at 6:45 p.m. President Tuley declared the meeting recessed until 7:00 p.m. He stated that the Board will reconvene at that time to hear the rezoning petitions.

PRESENT:

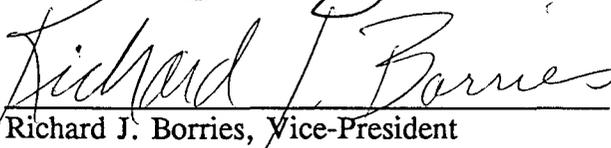
Patrick Tuley  
Richard J. Borries  
Don L. Hunter  
Sam Humphrey/County Auditor  
Alan M. Kissinger/County Attorney  
John Stoll/County Engineer  
John Dunn/Eagle Crest  
Stephen E. Weitzel/Azteca Milling Company  
Krista Bonewitz/Decem Investment  
Jennifer Chittenden/Jennifer's Custom Cuts  
Sherry Sebaplar/Jennifer's Custom Cuts  
Brian Harris  
Sharon Beckman  
Shelia Miller  
Robert G. Woodward  
Dick Rheinhardt  
Joseph A. Brown/Decem Investments, Inc.  
Dal Herring  
Tim Spurling/Vanderburgh County Engineer  
Pamela L. Schaffer/EUTS  
Bryan P. Gibbs/USI  
Michele Swain  
Kim Houchin/USI  
Shannon Yoder/USI  
Laura Davis/USI  
Jason Npy/UE  
Traci Bell/UE  
Ian Eggleton/UE  
Don Atkins/USI  
Chris Rickett/Evansville Press  
Mark Grover/WEHT  
Chris Petzel/WEHT  
Bruce Wheeler/LIUNA Local 561  
Steve Folz/LIUNA Local 561  
Doyle Wheeler/LIUNA Local 561  
Walter Bunton/Citizens National Bank  
Tony Dillon/Old National Bank  
Carolyn Reed/Habitat  
Kenneth McWilliams/State Rep Land. Dist. 78  
Sharon Beckman/USI  
Shelia Miller/USI  
Jayne Berry-Bland/County Treasurer  
Pamela Schaffer/EUTS  
Wayne Koons/Tom Deckard Ministries  
Judi Wolf/USI  
Eva Schmitz/USI  
Alan Julian/Evansville Courier  
Steve Burger/WIKY  
Kim Genardo/Channel 7 News  
Alan Julian/Evansville Courier  
Barbara Cunningham/Area Plan Commission  
Bev Behme/Area Plan Commission  
Blaine Oliver/Area Plan Commission

SECRETARY: Joanne A. Matthews



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Patrick J. Tuley, President



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Richard J. Borries, Vice-President



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Don L. Hunter, Member

**(NOTE: Portion of Minutes pertaining to the lengthy discussion re Rezoning Petitions will be submitted for approval as a separate addendum)**



BOARD of  
COMMISSIONERS  
of the County of Vanderburgh

RICHARD J. BORRIES

DON L. HUNTER

PATRICK TULEY

AGENDA

VANDERBURGH COUNTY COMMISSIONERS  
September 19, 1994

5:30 P.M.

1. CALL TO ORDER
2. INTRODUCTIONS
3. PLEDGE OF ALLEGIANCE
4. ACTION ITEMS
  - A. Approval of Commissioner Minutes
  - B. Any group/individual wishing to address the commission
  - C. Ordinance to Amend Chapter 72 of the Code of Ordinances  
\* Second Reading
  - D. Jayne Berry Bland/County Treasurer  
re: award bid for cash management services proposals

**FINAL**

5. DEPARTMENT HEADS

Alan Kissinger ----- County Attorney  
Mark Abell ----- Superintendent of County Buildings  
Bill Morpew ----- County Garage  
John Stoll ----- County Engineer

6. CONSENT ITEMS

- A. Travel/Education  
Health (1) \*\*to be paid from their funds
- B. Employment Changes  
\*lists are in folders
- E. EVSC letter  
re: use of tables from Burdette Park for Middle School Career Fair
- F. Legal Aid Letter  
re: asking that Doug French be reappointed to Legal Aid Board
- G. Quietus # 16400 (check from Kevin Bryant for \$ 1,181.20)  
Claim from Kevin Bryant in the amount of \$ 1,130.72
- H. Council Call -- County Commissioners
  - 1300-3050/Patient and Inmate.....68,614.00
  - 1300/3170/Depositions.....58.00
  - 1300-3530/Contractual Services.....17,422.00
  - 1300-3610/Legal Services.....3,565.00

7. Scheduled Meetings - List attached

8. OLD BUSINESS

9. NEW BUSINESS

10. MEETING ADJOURNED

REZONINGS AT 7:00 PM

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REZONINGS/SEPTEMBER 19, 1994

Third Readings:

- |             |  |           |
|-------------|--|-----------|
| 1) VC-7-94  | Jennifer Chittenden<br>10901 N. Green River Road         | AG to C-1 |
| 2) VC-12-94 | Evansville Industrial Foundation<br>400 W. Baseline Road | AG to M-2 |
| 3) VC-13-94 | Vision 2000<br>400 W. Baseline Road                      | AG to M-2 |
| 4) VC-14-94 | Southern Indiana Properties<br>15400 Highway 41 North    | AG to M-2 |
| 5) VC-11-94 | Mid-West Simon<br>201 N. Burkhardt Road                  | AG to C-4 |

\*\*Note

Please hear the rezonings in the order that they are listed  
and as requested by Attorney Steve Weitzel and Attorney Ted Ziemer.

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COUNTY ENGINEER'S

CONSENT AGENDA

SEPTEMBER 19, 1994

1. ACCEPTANCE OF RIGHT OF WAY GRANTS

GREEN RIVER ROAD - SECTION C

Brian M. Hulse & Tracy E. Hulse (Parcel #63)  
Wayne L. Lamb & Carolyn F. Lamb (Parcel #62)  
Samuel G. Vowells & Marylyn I. Vowells (Parcel #54)  
Manfred K. Stahl (Parcel #52)

2. CLAIMS:

MANN ROAD BRIDGE #5 203-4361

W.E. Ltd (Inv. #1) \$12,038.17

CONTRACTUAL SERVICES 216-3930

J. H. Rudolph (VC 94-06-01) Inv. #41663 \$90,695.20

GREEN RIVER ROAD NORTH 216-4910

Brian M. & Tracy E. Hulse (Parcel #63) \$ 4,560.00

Wayne L. & Carolyn F. Lamb (Parcel #62) \$ 3,150.00

Samuel G. & Marylyn I. Vowells (Parcel #54) \$ 3,070.00

Manfred K. Stahl (Parcel #52) \$ 8,350.00

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# September 1994

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
4 247/118	5 248/117 Labor Day	6 249/116 12:00pm County Council Budget Hearing 4:00pm Exec. Session 5:30pm Commissioners	7 250/115 3:30pm County Council	8 251/114 Pay Day	9 252/113 Pay Day	10 253/112
11 254/111	12 255/110 3:30pm Dept. Head 4:30pm Solid Waste 5:30pm Commissioners	13 256/109 12:30pm County Council	14 257/108	15 258/107 5:00pm Pigeon Creek	16 259/106	17 260/105
18 261/104	19 262/103 4:00pm Exec. Session 5:30pm Commissioners 7:00pm Rezoning	20 263/102 9:00am Insurance Comm.	21 264/101	22 265/100 9:00am Steering Comm.	23 266/99 Pay Day	24 267/98
25 268/97	26 269/96 4:00pm Exec. Session 5:30pm Commissioners 6:30pm Drainage Brd.	27 270/95	28 271/94 3:30pm Personnel & Finance	29 272/93	30 273/92	

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August

S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

October

S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department PERRY TOWNSHIP ASSESSOR

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
1140-1990	HEATHER L. KELLO	1322 HARMONY WAY	DEPUTY	7 00 HR.	SEPT. 9, 1994 ✓

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
90-1140-1130	HEATHER L. KELLO	1322 HARMONY WAY	DEPUTY	7 00 HR.	SEPT. 9, 1994 ✓

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY *Glen E. Cook*

DATE 9-9-94

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department Health 213.0

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
1990	Beck, Erik	436 S. Weinbach Avenue Evansville 47714	Vector Control Technician	\$5.25/ hr.	9/6/94
1990	Eifert, Eric	4324 Joyce Lane Mt. Vernon, IN 47620	Vector Control Technician	\$5.25/ hr.	8/24/94

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY *Peggy L. ...*

Director

DATE 9/8/94

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department Health 213.0

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
154	Louise Kiesler	5199 Char-Mar Lane Evansville 47720	HCDP Nurse	12.8293/hr.	9/19/94

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
152	Louise Kiesler	"	HCDP Nurse	12.8293/hr.	9/19/94

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY

*Paul Blaney*  
Director

DATE

9/12/94

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department

BURDETTE PARK

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
1180	STACEY STONECIPHER		GUARD	4 50	8-11-94
1180	JEFFREY JOHNSON		BUS DRIVER	6 50	8-11-94
1180	STUART VARMETER		SECURITY	12 00	8-11-94

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
1180	STACEY STONECIPHER		SLIDEGUARD	4 25	8-11-94

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY

*Monty Tine*

DATE

Sept 15, 94

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department Prosecutor's Office

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
108N1110108N	Susan G. Mattingly	940 Wessel Lane Evansville, IN	Director	12.3759 per hr \$25,742.00	9-23-94 ✓
108012201080	Carla S. Moore	5124 Warren Drive Evansville, IN	Investigator	11.2545 / HR 23,399.00	9-23-94 ✓

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
108N1101108N	Barbara Brown	3700 Richardt Ave Evansville, IN	Director	11.9076 / HR \$24,768.00	9-22-94 @ 5p
108012201080	Susan G. Mattingly	940 Wessel Lane Evansville, IN	Investigator	12.3759 / HR \$25,742.00	9-22-94 @ 5p
108013201080	Carla S. Moore	5124 Warren Drive	Paralegal/Sec	9.6913 / HR 20,158.00	9-22-94 @ 5p

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY Stanley M. Levco DATE 9-14-94

Stanley M. Levco  
Vanderburgh Co. Prosecutor

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department VANDERBURGH COUNTY CORONER

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
10701150	Helen A. Groves	822 Forest Glen Dr	Secretary	9.3269 / HR	09/12/1994 ✓

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY [Signature] DATE 9/11/94

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department VANDERBURGH COUNTY ASSESSOR

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
10001090 1990	MARY E. BAKER	629 S. HARLAN AVENUE	PART TIME	PER HOUR 5 00	9/13/94 ✓

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
24901090 1990	MARY E. BAKER	629 S. HARLAN AVENUE	REASSESSMENT PART TIME	PER HOUR 5 00	9/12/94 ✓

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY

*James L. Angermeyer*

DATE 9/12/94

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department Prosecutor's Office

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
1080 1210 1080	JOHN J. KAYSER	529 S. Spring St Evansville, IN 47714	Investigator	10,227.81 HR 21,274 00	9-12-94 ✓

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY

*Stanley H. Levco*  
Stanley H. Levco  
Vanderburgh Co. Prosecutor

DATE 9-12-94

# VANDBURGH COUNTY EMPLOYMENT CHANGES

Department CIRCUIT COURT

## APPOINTMENTS MADE

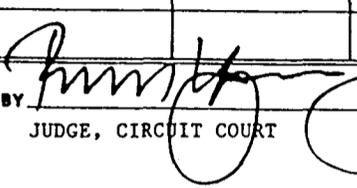
	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
505.0136Y-1180	GARY CROW	EMP. # 05209	COMMUNITY SERVICE OFFICER	11,0520 / 1HR 22,984 AN	9-18-94 ✓
505.0136Y-1140	THOMAS HENDERSON		MAINTENANCE SUPERVISOR	9,0875 / 1HR 18,902 AN	9-18-94 ✓
505.0136Z-1990	ANTHONY MEREDITH		PART-TIME CORRECTION OFFICER	Coll. 18,297 (5.9403/HR)	8-29-94 ✓
505.0136Z-1990	MARK BASSEMIER		PART-TIME CORRECTION OFFICER	5.00 HR	9-5-94 ✓

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
505.0136Y-1140	GARY CROW	EMP. #05209	MAINTENANCE SUPERVISOR	18,902 AN	9-17-94 ✓
505.0136Z-1310	GARY CROW	EMP. #05209	MAINTENANCE SUPER SUPP.	1,497 AN	9-17-94 ✓

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY   
JUDGE, CIRCUIT COURT

DATE 9/13/94

# VANDBURGH COUNTY EMPLOYMENT CHANGES

Department CIRCUIT COURT

## APPOINTMENTS MADE

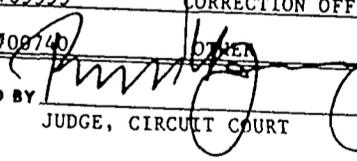
	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
136-1970	TODD WOODMANSEE		PART-TIME BAILIFF	5.00 HR	8-29-94 ✓
136-1190	KRISTI L. DAVIS		PUB. DEFENDER SECRETARY	4,7437 / 1HR 9,867 AN	9-12-94 ✓
260-1950	JOHN VOIGHT	EMP. #02637	OTHER		8-31-94 ✓

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
136-1190	CAROLYN KENNEBACK	EMP. #05710	PUB. DEFENDER SECRETARY	9,867 AN	9-9-94 ✓
60-1980	INGRID SCHMIDT	EMP. #05621	INTERN	4.75 HR	8-25-94 ✓
60-1980	ROSE DAVIS	EMP. #05353	PART-TIME CORRECTION OFFICER	7.00 HR	8-29-94 ✓
60-1950	JOHN HARL	EMP. #08740	OTHER		8-29-94 ✓

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY   
JUDGE, CIRCUIT COURT

DATE 9/13/94

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department Sheriff

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
105011300022	Aaron Hunter		Prob. Patrolman	128822 2679500	9-12-94 ✓
105011300054	David Stefanich		" "	128822 2679500	9-12-94 ✓
10501750	Aaron Hunter		Clothing Allow.		"
10501750	David Stefanich		"		" ✓

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
105011300061	Joseph Beckwith		Prob. Patrolman	128822 2679500	9-18-94 ✓

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY

*Ray Hamm*

DATE

9/16/94

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department Records Office

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
1040-1990	Rachelle Becker	4709 Ivy Lane	Pt. Time	\$5.00 Per. Hr/	9/19/94

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY

*Betty J. Hermann*

DATE

9/16/94

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department Sheriff - Jail *sh*

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
10511130033	Sandra Montgomery		Corr. Officer	9 8144 20414 00	9-12-94 ✓ <i>HK</i>
10511750	" "		Cleaning Allow		"

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
10511130033	David Stefanich		Corr. Officer	9 8144 20414 00	9-11-94 ✓
10511750	" "		Cleaning Allow		" ✓

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY *Ray Hamm*

DATE *9/16/94*

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department Sheriff *sh*

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
10501130006	Joseph Beckwith		Patrolman	13 3629 27795 00	9-19-94 ✓

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY *Ray Hamm*

DATE *9/14/94*

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department Vanderburgh County Surveyor's Office Account #106 *sl*

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
106-116	Bryan D. Austill	7533 National Lane Newburgh, IN 47630	Chief Draftsman	\$19,295.00 <sup>2,368.14</sup>	Sept. 7, 1994

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY Robert W. Brenner Sept. 12, 1994  
Robert W. Brenner

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department Sheriff - Misd. Jail *sl*

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
78-136	Sandra Montgomery		Corr. Officer	20414.00 <sup>981.44</sup>	9-11-94 ✓
7801750	" "		Cleaning Allow		9-11-94 ✓

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY Roy Harms DATE 9/14/94

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department \_\_\_\_\_ Auditor \_\_\_\_\_ *pl*

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
10201270	Daviette Redmond		Posting clk	17,668 00	9-7-94 ✓

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY

*Cindy Mayo*

DATE

*9-16-94*



9/19/94

Page 3 - Habitat Request

CERT.NO	TAX CODE NO. OWNERS NAME	LEGAL DESCRIPTION PROPERTY ADDRESS
183A	11-110-22-014-001 HUSK WILLIAM & MARIE	GOODSELLS ENL L.13 5FT L.14 BL.5 201 ADAMS AVE
<i>HOIKE</i> 186A	<del>11-110-22-0020-014 ALLEN EARL CAROL E HAWKINS</del>	<del>GOODSELL ENL L.34 &amp; 35 BL.6 202 204 MADISON AVE</del>
187A	11-120-22-023-001 JOINER SHIRLEY	ROBINSON ADD L.1 23 1/2 FT L.2 BL.3 403 JEFFERSON
189A	11-120-22-027-021 HIIBNER MINNIE	PARETTS ENL SUB 3 TO 5 L.27 BL.1 1206 CULVER DR
190A	11-120-22-027-022 JENT BENNY & PHYLLIS	ROBT D RICHARDSONS AMENDED SUB L 28 1204 CULVER DR
192A	11-120-22-028-009 JACKSON DENNIS R	PARRETTS ENL LAUERS SUB ADJ 1/2 LTS 10 & 11 BL.2 1218 JUDSON AVE
196A	11-140-22-047-017 LANG LARRY WAYNE	PARRETTS ENL M J BRAYS JRS SUB PT L.15 & PT L.16 BL.8 1513 JUDSON AVE
204A	11-190-23-031-012 MILAN MILTON & BETTY	COLUMBIA ADD L.32 L.33 BL.16 734 E BLACKFORD
205A	11-190-23-032-020 LEDFOED AUTHRETTA	COLUMBIA ADD AHLERING SUB 20FT L.32 15FT L.31 BL.2 606 E BLACKFORD
206A	11-220-23-067-007 SCHELLHASE ROSS H	SOUTH PK L.14 1/2 L.15 BL.2 727 MONROE
<i>CHOICE</i> 210A	<del>11-230-23-078-022 BOBBY RICH REVIVALS INC</del>	<del>PLAT LANDS OF DURHAM HEIRS PT L.1 609 MADISON AVE</del>

Page 2 - Habitat Request

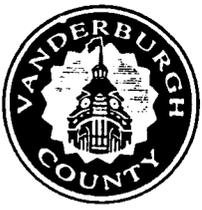
CERT.NO	TAX CODE NO. OWNERS NAME	LEGAL DESCRIPTION PROPERTY ADDRESS
144A	<del>11-070-21-054-021 CHURCH OF LIVING GOD CHRIST</del>	<del>ELLIOTTS ENL L.16 BL.1 512 E MULBERRY ST</del>
145A	<del>11-070-21-054-022 CHURCH OF LIVING GOD CHRIST</del>	<del>ELLIOTTS ENL LTS 17 &amp; 18 514 &amp; 516 E MULBERRY</del>
146A	11-070-21-056-011 OWENS OLLIE M	ELLIOTTS ENL L.6 7 BL.4 511 E MULBERRY
150A	11-070-21-057-028 GOAD PROPERTIES	ELLIOTTS ENL 10FT L.13 15FT L.14 BL.6 406 E GUM ST
151A	11-070-21-058-007 COLEMAN LOUIS & AILEEN	ELLIOTTS ENL L.2 BL.5 521 BELLEMEADE
152A	11-070-21-058-009 COLEMAN LOUIS & AILEEN	ELLIOTTS ENL L.4 BL.5 517 BELLEMEADE
154A	11-080-21-060-001 WADDY MAMIE V <i>redeemed</i>	<del>ELLIOTTS ENL L.5 BL.7 413 E GUM ST</del>
163A	11-090-21-072-002 HILL ANTHONY W	SOUTHERN ENL L.2 BL.8 INGLEHEARTS SUB 203 E. CHANDLER AVE
164A	11-090-21-072-004 DIAMOND DUANE R	SOUTHERN ENL INGLEHEARTS SUB L.4 BL.1 207 E CHANDLER
179A	11-100-22-003-007 STEVENSON GEORGE & IRMA	GOODSELLS ENL 21FT L.37 BL.4 & PT VAC ALLEY 122 ADAMS AVE
181A	11-110-22-007-008 MUNCY GERRY	ROBINSON ADD L.3 15FT L.4 BL.1 404 ADAMS AVE

*8'ville  
House*

SURPLUS PROPERTY REQUEST LIST: Habitat of Evansville, Inc.

CERT.NO.	TAX CODE NO. OWNERS NAME	LEGAL DESC. PROPERTY ADDRESS
153A	11-070-21-059-052 DULIN PAUL L II	SOUTHERN ENL L.3 BL.22 784 S GOVERNOR
157A	11-080-21-060-013 BUTLER DELORA BROWERS MABLE O TRAMUL ETAL	ELLIOTTS ENL L.10 3 5/12 FT L.11 BL.7 773 S ELLIOTT
165A	11-090-21-073-022 TOBIN LEONARD V	SOUTHERN ENL L.27 BL.17 803 LINE ST
166A	11-090-21-073-023 TOBIN LEONARD B	SOUTHERN ENL L.28 BL.17 801 LINE ST
167A	11-090-21-074-021 GREEN EBON R	SOUTHERN ENL L.23 BL.20 811 S GOVERNOR
168A	11-090-21-074-031 GREEN EBON R	SOUTHERN ENL L.5 BL.23 808 S GOVERNOR
172A	11-090-21-079-007 HAZELWOOD WILIAM E	SOUTHERN ENL PT L.8 BL.19 & PT VAC ALLEY 913 S GOVERNOR
173A	11-090-21-079-008 DIAMOND DUANE R	SOUTHERN ENL L.13 BL.19 911 S GOVERNOR
174A	11-090-21-079-011 GIVEN TEXIANNA	SOUTHERN ENL L.13 BL.19 903 S GOVERNOR
177A	11-100-21-090-015 RICE FRED C & SONNY & NORMAN & LUCY	BLACKFORD GROVE 10FT L.29 21.5FT L.30 BL.7 917 S ELLIOTT
203A	11-180-23-013-009 CHRISTIAN SHIRLEY & WHITLOCK JUDITH	COLUMBIA ADD L.9 BL.5 623 E GUM
214A	11-280-24-041-004 MCCOY H BASIL & LUCILLE	BALLARDS ADD L.8 BL.4 437 S EVANS
215A	11-280-24-041-005 MCCOY H BASIL	BALLARDS ADD L.10 BL.4 435 S EVANS
221A	11-290-24-055-015 THOMPkins JAMES DONITA & DARONNA	LINCOLN PL 15FT L.13 30FT L.14 BL.6 507 S DENBY AVE

BL.  
DAL..



BOARD of  
COMMISSIONERS  
of the County of Vanderburgh

MT6 9-12-94

RICHARD J. BORRIES

DON L. HUNTER

PATRICK TULEY

CHOICE → 186 A 202/204 MADISON  
210 A 609 MADISON  
314 CASS  
732 Sweetser  
409 S. Bedford

Black Coalition 778 S. E 8<sup>th</sup> St.  
785 Line St  
623 E. Gum

E. Housing Auth. 512, 514, 516 Mulberry St  
1011, 1023, 1014 E. Cherry

DMD 105 Harriett St.  
107 Reno St  
112 W. ILLINOIS St.  
105 W. ILLINOIS

Valley Watch 802 ADAMS Ave

Laborers Union 310-312 Taylor Ave.

Tom Deckard ministries 917 Elliot

ORDINANCE TO AMEND  
CHAPTER 72,  
SCHEDULE II, OF THE CODE  
OF  
ORDINANCES OF VANDER-  
BURGH COUNTY.  
NOTICE IS HEREBY GIVEN  
that the Board of Commis-  
sioners of Vanderburgh  
County has scheduled Public  
Hearings with regard to the  
subject ordinance at 6:30  
p.m. in Room 307, Civic Cen-  
ter Complex, Evansville, Indi-  
ana, as follows:

FINAL READING — Monday,  
September 26, 1994

ORDINANCE TO AMEND  
CHAPTER 72,  
SCHEDULE II, OF THE CODE  
OF

ORDINANCES OF VANDER-  
BURGH COUNTY.

WHEREAS, traffic engineer-  
ing studies have verified that  
traffic control signs are nec-  
essary at certain additional  
intersections within Vander-  
burgh County;

BE IT ORDAINED BY THE  
BOARD OF COMMISSIONERS  
OF VANDERBURGH  
COUNTY, INDIANA, AS  
FOLLOWS:

(A) Chapter 72, Schedule II  
(Stop Intersections), of the  
Code of Ordinances of Van-  
derburgh County, Indiana, is  
hereby amended to include  
the following locations as  
designated stop intersec-  
tions. All vehicles are re-  
quired to stop at one or more  
entrances to these intersec-  
tions, as indicated below.

ROAD NAME ROAD THAT IN-  
TERSECTS ROAD THAT

STOPS

Aspen Drive Iroquois Drive

Aspen Drive

Nora Drive North Pointe Dr.

Nora Drive

Churchill Rd. Edinborough

Road Churchill Road

Harlaxton Road Edinborough

Road Harlaxton Road

Churchill Road Fox Hollow

Road Churchill Road (2)

Burch Park Drive Churohill

Road Burch Park Drive

Fox Hollow Road Heinlein

Road Fox Hollow Road

County Lake Dr. New Harmo-

ny Road County Lake Dr.

Upper W. Terrace Dr. Key

West Drive Upr W. Terrace

Dr.

Shannon Lane Browning

Road Shannon Lane

Greendale Drive Hunter

Green Greendale Drive

Forest Green Hunter Green

Forest Green

Covington Drive Hedden

Road Covington Drive

Wellton Drive Covington

Drive Wellton Drive (2)

Clifton Drive Covington Drive

Clifton Drive

Clifton Drive Wetherfield

Drive Clifton Drive (2)

Clifton Drive hartford Place

Clifton Drive

Hartford Place Hedden Road

Hartford Place

Gabes Drive St. Wendel Rd.

Gabes Drive

(B) The destination of all other  
stop intersections listed in  
Chapter 72, Schedule II of  
the Code of Ordinances of  
Vanderburgh County shall re-  
main in full force and effect,  
as previously adopted or  
amended.

(C) This ordinance shall be in  
effect after it has been signed  
by the President of the Board  
of Commissioners of Vander-  
burgh County and after all  
necessary signs giving notice  
of the foregoing stop inter-  
sections have been posted in  
accordance with I.C. 9-2-3  
and I.C. 9-2-4.

(D) Any violation of this traffic  
schedule shall be punishable  
pursuant to the applicable  
section of Title 9 of the Indi-  
ana Code.

Date:

Patrick Tuley, President

Board of Commissioners of

Vanderburgh County

ATTEST:

Sam Humphrey

Vanderburgh County Auditor

APPROVED AS TO FORM:

Alan M. Kissinger

Vanderburgh County

Attorney

(Counter & Press September 6

& 13, 1994)

ADDENDUM TO AGREEMENT

VANDEBURGH AUDITORIUM CONVENTION CENTER

CHAUFFERS, TEAMSTERS AND HELPERS  
LOCAL UNION NO. 215

CONTRACT TERM: 1-1-94 THRU 12-31-96

A. UNIFORM & RAINWEAR ARTICLE XII, SECTION 2, PAGE 9

A uniform service will be provided for each employee covered by this agreement. All employees must wear the uniform furnished by the County. The rental fee will be borne by the Employer. The only exception to this section concerns back-to-back event re-sets where the employee reports to work for a late night roll-over for the next scheduled event. This activity would occur during hours that the general public is not in the building. For this situation only, employees would be allowed to wear normal street clothing. It should be understood that the county is not responsible for damage to the employees personal clothing under this situation.

B. ON-CALL PAGER:

The maintenance/technical person is required to carry on his/her person and respond to the pager in order to correct any malfunctions related to the computerized heating/air conditioning and lighting systems. To compensate said person after normal working hours for monitoring of said pager, twenty-five cents (.25¢) per hour will be paid to said person for hours after normal shift up to the start of the next normal work shift. If the page requires the employee to report to work after normal work hours, this call-in will be covered under Article IV. Section 6.

*App'd. 9/19/94  
By Comm. f.m.*



# VANDERBURGH COUNTY ENGINEERING DEPARTMENT

201 Northwest Fourth Street · Suite 307  
Old Vanderburgh County Courthouse  
Evansville, Indiana 47708 · Tel. (812) 424-9603

## Agenda for September 19, 1994

- R3/10/14*
1. Change order for the Concrete Repair contract resulting in an increase of \$14,497.45 - *Melroy Hills Area.* *R13/24/14. App'd.*
  2. Five Oaks subdivision street plan approval request and sidewalk waiver request - *Dejune @ week*
  3. County utility agreement for the Franklin Street bridge reconstruction project (*Amesitech*) *DH/RB*
  - R3/10/14* 4. Claim for the USI interchange for \$192,611.76.



## COUNTY UTILITY AGREEMENT

The Board of County Commissioners of VANDERBURGH County, hereinafter referred to as the Board, and AMERITECH, hereinafter referred to as the Permittee, hereby agree that utility facilities consisting of telephone wires in conduit, located at the following described location, The Franklin Street Bridge over Pigeon Creek in Evansville, Indiana, are hereby granted permit to be retained within the highway right-of-way in the present location. In consideration thereof the Permittee hereby agrees to abide by and conform with the following terms and conditions:

1. The above described utility facilities to be retained, installed, adjusted or relocated on, over, along or under the highway within the right-of-way limits will be located and accommodated in a manner that will not impair the planned highway, or its construction, or maintenance or interfere with its safe operation.

2. The Permittee hereby agrees to assume liability for making any necessary utility adjustments should future traffic conditions or road improvement necessitate when so requested by the Board and assume the cost thereof, except where Permittee has a compensable property right therein or where reimbursement of such costs is provided for by law.

The Permittee further agrees to comply with the rules and regulations of the Board in servicing, maintaining, replacing and removing the above described facilities, and to obtain a permit before performing any of these functions on such facilities located within the right-of-way.

3. The Permittee shall save harmless and indemnify the Board from any claim for damages of any nature whatsoever arising out of Permittee's negligence in connection with any work done pursuant to this agreement.

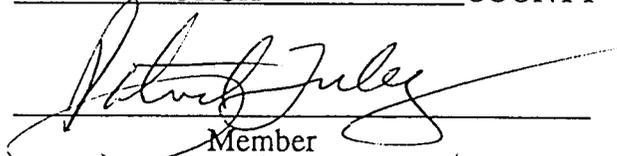
4. During the progress of any construction undertaken within the limits of the said highway in pursuance hereof, the Permittee shall provide watchmen and flagmen as may be reasonably required by the Board for safety and convenience of the public and shall furnish all barricades, signs and lights reasonably necessary to protect the public. Traffic shall be maintained at all times unless otherwise indicated hereon by special endorsement of the Board's duly authorized representative.

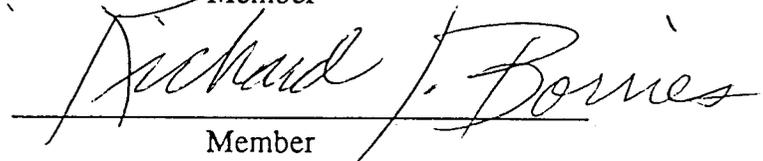
5. All damage to drainage structures, roadbeds, pavements and other highway appurtenances arising from the installation, maintenance or repair of Permittee's utility facilities shall be repaired at expense of Permittee. No portion of the pavement of any highway shall be disturbed without prior permission of the Board. Upon completion of any work within limits of the highway all disturbed portions shall be replaced as nearly as practicable in as good a condition as they were when work was begun.

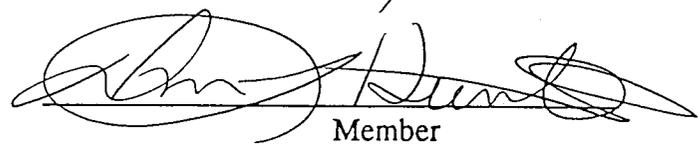
6. It is understood and agreed by the Board and the utility that the utilities shall comply with the "State of Indiana, Indiana State Highway Commission Policies Covering the Use and Occupancy of Public Highway Rights-of-Way by Utilities 1971".

BOARD OF COUNTY COMMISSIONERS

VANDERBURGH COUNTY

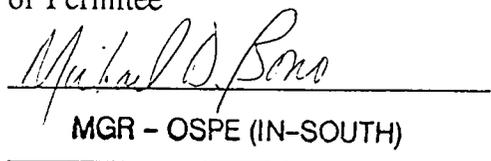
  
Member

  
Member

  
Member

Attest:  
  
County Auditor

Authorized Representatives  
of Permittee

  
MGR - OSPE (IN-SOUTH)

Date 9-12-94

VANDERBURGH COUNTY HIGHWAY DEPARTMENT

PROGRESS REPORT

FRIDAY, SEPTEMBER 9, 1994 THRU THURSDAY, SEPTEMBER 15, 1994

FRIDAY, SEPTEMBER 9, 1994

Paver, roller, broom and seven crews paved Cypress Dale.  
Pothole patcher and two crews worked on work orders.  
Summer crew and mowers worked on #6 School Road and Vienna.

MONDAY, SEPTEMBER 12, 1994

Gradall and one crew ditched on W. Mill Road.  
Paver, roller and six crews paved Cypress Dale.  
Tree crew worked at 16140 St. Joe, Boonville New Harmony and  
Nurrenbern Road.  
Mower worked on Pollack and Spry Road.

TUESDAY, SEPTEMBER 13, 1994

Gradall and one crew worked on W. Mill Road.  
Paver, roller, distributor and six crews paved County Line West.  
Two patch crews and pothole patcher worked on work orders.  
Trash crew hauled trash from garage to dump.  
Mower worked on Lenn Road and Fuquay.

WEDNESDAY, SEPTEMBER 14, 1994

Paver, roller, distributor and six crews paved County Line West.  
Ten employees attended Drivers Class at the Teamsters Hall.  
Pothole Patcher and two crews worked on work orders.

THURSDAY, SEPTEMBER 15, 1994

Ten employees attended Defensive Driving School at the Teamsters  
Hall.  
One crew cleaned paver.  
Grader and two crews graded and rocked in the bottoms.  
Two patch crews and the pothole patcher worked on Red Bank.  
Gradall and one crew ditched on South Weinbach.  
Two crews hauled trash.  
Weed crew worked on Virginia and Kimber Lane.

VANDERBURGH COUNTY BRIDGE CREW  
PROGRESS REPORT

FRIDAY, SEPTEMBER 9, 1994 THRU THURSDAY, SEPTEMBER 15, 1994

FRIDAY, SEPTEMBER 9, 1994

Crew #1 - remove post and rails around gas pumps.  
Crew #2 - repair hole in culvert on Seminary, clean out culvert on Duesner.

MONDAY, SEPTEMBER 12, 1994

Crew #1, #2 & backhoe - load and haul dirt for pipe on Boonville New Harmony Road.  
Crew #3 - trim and paint Pruitt, Baehl, Wallenmeyer, Frontage and Heppler.

TUESDAY, SEPTEMBER 13, 1994

Crew #1 & backhoe - finish covering pipe on Boonville New Harmony.  
Crew #2 - trim and paint Folz, Mill, Kramer, Armstrong and Bender.

WEDNESDAY, SEPTEMBER 14, 1994

Crew #1 & backhoe - haul dirt on pipe at Boonville New Harmony, fill ditch on Huebner Lane.  
Crew #2 - trim weeds on Kleitz, #6 School Road, Neu, St. Wendell, #3 School Road and Slate.

THURSDAY, SEPTEMBER 15, 1994

Crew #1 & #2 - finished Huebner and cut New Maple.  
Crew #3 - trim Meier, Fisher, Kissel, Schaefer, Orchard and Bromm.  
Crew #3 -



VANDERBURGH COUNTY HIGHWAY DEPARTMENT

5105 ST. JOSEPH AVENUE  
EVANSVILLE, INDIANA 47720  
TELEPHONE 428-0573

July 21, 1994

To: VANDERBURGH COUNTY COMMISSIONERS  
Subject: REMOVAL OF TWO (2) UNDERGROUND GASOLINE FUEL TANKS.

At the present time two(2) underground gasoline fuel tanks on the County Garage property must be removed. Both tanks: Tank #1(one) a 5100 - 6000 gallon tank, and a 550 gallon tank have not been used in over 2(two) years. Tank # 1(One) a 5100-6000 gallon fuel tank was thought to be leaking.

Mr Cliff Rice of the Indiana Department of Environmental Management has informed us that tanks of this nature must be removed, to be in compliance with the law.

THE PLAN

1. The remaining fuel in both tanks to be removed.
2. The tanks will be removed under the license of Enviro-Group Inc.
3. Enviro-Group Inc. will have their licensed personnel on site at the time of removal.
4. All permits will be applied for and approved before removal of the tanks.
5. The Fire Department will be notified of the time and place of removal.
6. Vanderburgh County highway employees will do as much of the work as possible, to defray costs to the county.
7. County Equipment to be used:
  - A. One Gradall and Operator.
  - B. One Backhoe and Operator.
  - C. Two Laborers.
  - D. Two Trucks and Two Truck Drivers.

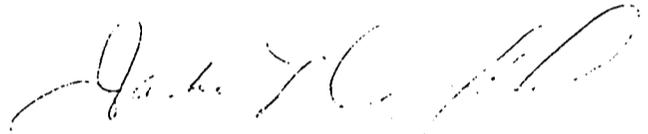
The gradall and backhoe do the excavation under the direction of Enviro Group, Inc. Laborers will do the necessary work. Trucks will haul sand to fill in the excavation. County trucks or General Disposal will haul the cut up tanks away for scrap, to be sold to defray the costs to Vanderburgh County.

7. Environmental Consulting and Engineering will supply brass tools for disconnecting of gas lines.

They will also be on hand for photo-ionization and to take samples as required by Indiana Department of Environmental Management.

Along with the plan is a copy of the requirements and bid by Enviro-Group for the necessary work.

This is a request for the review of and approval of this plan by the Vanderburgh County Commissioners.



Jacke L. Crawford  
Safety Director  
Vanderburgh County Highway Dept.



*Specialists For Today's Environmental Concerns*

July 20, 1994

Tim Boisture  
Environmental Consulting & Engineering Co., Inc.  
2626 D Kotter Ave.  
Evansville, IN 47715

Dear Tim:

Thank you for allowing Enviro-Group, Inc. to bid on your tank cleaning project. Enviro-Group, Inc. will be referred to as the Consultant/Contractor and ENVIRONMENTAL CONSULTING & ENGINEERING CO., INC. will be defined as the Client in the following described project:

#### SCOPE OF WORK

In accordance with accepted environmental practices and OSHA regulations, the Consultant/Contractor specifically proposes to do the following concerning Client's 550 gallon and 6,000 gallon USTs.

1. Perform all necessary air monitoring for entry of tanks.
2. Pump off any liquids into 17H DOT 55 gallon drums.
3. Cut, enter, and clean the above referenced tanks following API 1604 guidelines.
4. Thoroughly clean all interior surfaces of tank.
5. ~~Remove residues from tank and place in 17H DOT drums.~~

Enviro-Group, Inc. is pleased to quote \$1,520.00.

#### CONDITIONS OF QUOTE

1. Tanks will be uncovered upon EGI's arrival to prevent down time.
2. Drums will be provided at a cost of \$25.00 per drum.
3. All paperwork will be submitted by Client to appropriate EPA divisions.
4. Underground utilities will be located by Client.

Sincerely,

Darren McClellan  
UST Division Manager

Corporate Headquarters  
2626 Kotter Avenue  
Evansville, Indiana 47715  
Phone: 473-0278  
Fax: 473-4791

Western Kentucky Division  
1915 Lane Road  
Paducah, Kentucky 40301  
Phone: 424-1344  
Fax: 424-1344



Local 808 --- International Union of Electronic, Electrical,  
Salaried, Machine & Furniture Workers AFL-CIO

TELEPHONE 424-7596

2333 BERGDOLT ROAD

EVANSVILLE, INDIANA 47711

CHARLES STEPHENS  
PRESIDENT

*Copy to Council*

*agenda  
New  
Business*

September 13, 1994

Staff at Burdette Park:

We want to thank you for your help in making our Picnic such a success. Approximately 6,000 people attended the Local 808 Picnic Sunday, September 11.

The facilities at Burdette Park are great. Our members certainly enjoyed the swimming pool, water slides, horseshoes, miniature golf, batting cages, playground areas. Your park has so much to offer. The skating rink was missed, but we know you are always working to improve the park and we hope a skating rink is in your future plans.

The personnel you provided for security and parking did a fine job. Everything was well organized and ran very smoothly.

The park was beautiful. Your grounds people had everything looking nice.

As you can tell, we were well pleased with Burdette Park. We look forward to coming back next year.

Sincerely,

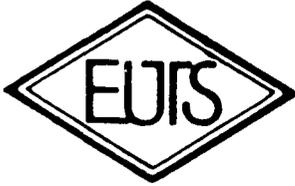
*Charles Stephens*

Charles Stephens  
President, Local 808

Picnic Committee  
Ron Buttram  
Jeannie Clegg  
Larry Weaver

Officers & Executive Board  
Local 808 IUE

808:jk  
opeiu #1  
aflcio



# EVANSVILLE URBAN TRANSPORTATION STUDY

Civic Center Complex, Room 316, 1 N.W. Martin Luther King, Jr. Blvd. Evansville, IN 47708-1833 (812) 426-5230  
FAX-(812) 426-5399 Hearing Impaired/TDD (812) 426-5483

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

*agenda  
old business*

*copy to  
Gene Koch -  
Boonville -  
New Harmony Rd  
RB*

TO: Richard J. Borries, Vanderburgh County Commissioner  
FROM: *RM* Rose M. Zigenfus, Executive Director, EUTS  
SUBJECT: Your letter regarding Boonville-New Harmony Road  
TIP Contradictions  
DATE: September 13, 1994

Thank you for your letter dated September 12, 1994 regarding the EUTS 1995-1999 Transportation Improvement Program (TIP).

The organization of the TIP document is divided into two sections; the long range plan and programming. Let me also assure you that the RRR Boonville-New Harmony Road Improvement project has been removed from the programming section of the TIP as you requested. Since the original adopted EUTS Year 2000 Plan included this Boonville-New Harmony project in the 1994-2000 Staging Period, the project must remain in that section of the TIP. I apologize for the contradiction on page 104, that should have been removed.

In response to your second concern, the EUTS Staff prepares a monthly project update for the EUTS Technical and Policy Committee meetings. The project updates are provided to the EUTS Technical and Policy Committee members for distribution to their respective commissions and boards. I will contact Mr. Tuley and request that EUTS be included in your agenda for monthly Vanderburgh County project updates.

RMZ/jw

cc: Commissioner Pat Tuley  
Commissioner Don Hunter  
Mayor F. McDonald II  
EUTS Policy Committee Members

**LEGAL AID SOCIETY OF EVANSVILLE, INC.**  
**105 ADMINISTRATION BUILDING**  
**1 N.W. MARTIN LUTHER KING, JR. BLVD.**  
**EVANSVILLE, INDIANA 47708-1828**

City of Evansville  
Vanderburgh County  
United Way

*Sue Ann Hartig, Executive Director* 812-435-5173  
*Kevin Gibson, Staff Attorney* 812-435-5344 fax  
*David Kent, Staff Attorney* 812-426-1091 fax



September 12, 1994

Vanderburgh County Commissioners  
Room 305 Administration Building  
1 N.W. MLK Blvd.  
Evansville, Indiana 47708

Dear Commissioners:

It has come to our attention that Douglas French's term on the Legal Aid Society's board of directors expired in August of 1994. We would like to have him reappointed to serve a full term expiring August of 1997. Please put this matter on your next agenda and let us of the new appointment. Thank you for your attention to this matter.

Sincerely,

*Sue Hartig kgp*  
Sue Ann Hartig  
Attorney at Law

SAH:kgp

*Approved*  
*9-19-94*  
*[Signature]*

**EVSC**

EVANSVILLE-VANDEBURGH School Corporation

**ADMINISTRATION BUILDING**

1 S.E. Ninth Street, Evansville, IN 47708  
Telephone (812) 465-8453

September 9, 1994

Mr. Richard Borries  
Evansville-Vanderburgh School Corporation  
1 SE 9th Street  
Evansville, Indiana 47708

Dear Mr. Borries:

The Evansville-Vanderburgh School Corporation Career Fair Committee has appreciated the use of tables from Burdette Park for the Middle School Career Fair.

Once again this year we would like to use 60 tables for the Career Fair. They would be picked up on October 4th and returned on October 6th.

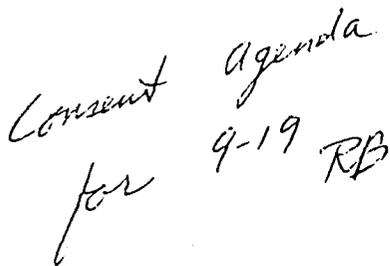
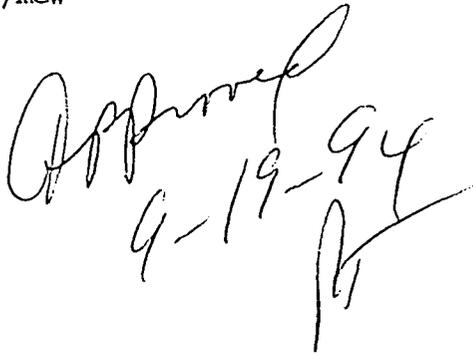
Thank you for your help. If you have questions, please call me at 435-8468.

Sincerely,



JAMES W. TRADER  
Director of Student Services  
and Counseling

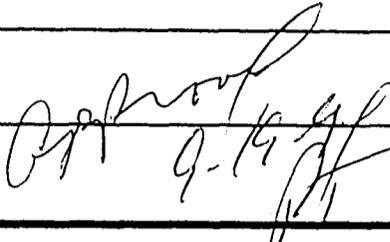
JWT/mew



# REQUEST FOR APPROPRIATION

DEPARTMENT: County Commissioners # 1300

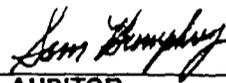
DATE: 9/15/94

ACCOUNT	LINE ITEM	AMOUNT
1300-3050	Patient and Inmate	38,614.00
1300-3170	Depositions	58.00
1300-3530	Contractual Services	17,422.00
1300-3610	Legal Services	3,565.00
		<b>VANDERBURGH COUNTY REC'D</b>

**EXPLANATION OF NEED FOR REQUEST:**

SEP 15 1994

- 1) See attached invoice from Indiana Girls School
- 2) See attached invoice from Farris Reporting
- 3) See attached invoices -- Enviro-Group and Environmental Consulting
- 4) See attached invoice -- Keith Rounder and Carl Heldt

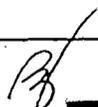
  
**AUDITOR**

**BALANCE OF ACCOUNTS:**

ACCOUNT NO	BUDGET	DISBURSEMENTS	BALANCE	BALANCE AFTER APPROPRIATION
1300-3050	250,000.00	458,085.79	-0-	38,614.00
1300-3170	500.00	446.67	53.33	111.13
1300-3530	**No money was budgeted for this project			17,422.00
1300-3610	10,000.00	15,959.88	89.59	3,654.59

DEPARTMENT HEAD: \_\_\_\_\_









**Tri-State Reporting, Inc.**

#5545

Nancy A. Trotter  
Fed. I.D. 35-1860242

April 27, 1994

969 S. Kenmore Drive  
Evansville, Indiana 47714  
(812) 477-7666

TO: Mr. Alan M. Kissinger  
2313 W. Franklin Street  
Evansville, IN 47712

RE: Jo Ann Crutchfield Vs.  
Vanderburgh County, Indiana;  
VanSupCrt; 82D03-9209-CT-1267

Per diem for reporting the deposition of Dena Shockley taken April 14, 1994 at \$20 per hour from 2:00 p.m. to 2:25 p.m.:	\$	20.00
Charge for the original plus one copy of the above-referenced deposition at \$2.85 per page X 29 pages:	\$	82.65
Charge for laser copies of photographs:	\$	4.83
Charge for postage and handling:	\$	2.90
TOTAL AMOUNT DUE:	\$	110.38

THANK YOU, MR. KISSINGER

ENVIRONMENTAL CONSULTING & ENGINEERING  
 COMPANY, INC. OF INDIANA  
 26260 KOTTER AVENUE  
 EVANSVILLE, INDIANA 47715  
 PH (812) 474-2125

Vanderburgh County Highway Garage  
 5105 St. Joseph Ave.  
 Evansville, IN 47720  
 Contact: John Stoll

Invoice No: 000195-TH  
 Date: 07/31/94

Page No. 1

FOR ENVIRONMENTAL SERVICES RENDERED:		HRS/UNITS	AMOUNT
Remediation			
07/01/94	TIM BOISTURE MILEAGE	20.00	0.00
07/01/94	TIM BOISTURE DAILY CHARGE FOR PHOTOIONIZATION DETECTOR	1.00	125.00
07/01/94	TIM BOISTURE SENIOR ENVIRONMENTAL CONSULTANT SAMPLE TWO BORINGS, INSTALL TWO WELLS, MEASURE IN WELLS. COMPLETED TWO MONITORING WELLS	9.75	603.75
07/01/94	DAVID BRIGGS GEOLOGIST - HYDROLOGIST PICK UP SAMPLE JARS	0.50	27.50
07/05/94	TIM BOISTURE SENIOR ENVIRONMENTAL CONSULTANT DISCUSSED SCHEDULING WITH JACK	2.75	206.25
07/06/94	TIM BOISTURE MILEAGE	20.25	0.00
07/06/94	TIM BOISTURE MISCELLANEOUS BILLING - DAILY CHARGE USED FOR SURVEYING EQUIPMENT USED	1.00	25.00
07/06/94	TIM BOISTURE MISCELLANEOUS BILLING - DAILY CHARGE USED FOR WATER LEVEL INDICATOR	1.00	25.00
07/06/94	TIM BOISTURE DAILY CHARGE FOR PHOTOIONIZATION DETECTOR	1.00	125.00
07/06/94	TIM BOISTURE SENIOR ENVIRONMENTAL CONSULTANT DEVELOPED WELLS	7.50	562.50
07/06/94	DAVID BRIGGS GEOLOGIST - HYDROLOGIST - PREPARE AND SAMPLING	0.75	33.75

Vanderburgh County Highway Garage  
 5105 St. Joseph Ave.  
 Evansville, IN 47720  
 Contact: John Stoll

Invoice No: 0000195-11  
 Date: 07/29/94

Page No. 2

FOR ENVIRONMENTAL SERVICES RENDERED:		HRS/UNITS	AMOUNT
07/07/94	TIM BOISTURE MILEAGE FOR TAKING SAMPLES TO MCCOY AND MCCOY	46.100	18.60
07/07/94	TIM BOISTURE SENIOR ENVIRONMENTAL CONSULTANT WORKED ON QUOTE, MATERIAL REQUIREMENTS, AND SAMPLING REQUIREMENTS. TOOK SAMPLES TO MCCOY AND MCCOY.	2.00	150.00
07/07/94	MIKE HEAD GEOLOGIST - HYDROLOGIST CONDUCT SAMPLING OF WELLS	6.50	202.50
07/07/94	DAVID BRIGGS GEOLOGIST - HYDROLOGIST - SAMPLED WELLS	7.50	337.50
07/08/94	TIM BOISTURE PHONE CALLS - CALL TO CANTON ANALYTICAL LABS	14.00	2.50
07/08/94	TIM BOISTURE SENIOR ENVIRONMENTAL CONSULTANT PREPARED AND SENT BTEX SAMPLES TO LAB	1.50	112.50
07/11/94	TIM BOISTURE SENIOR ENVIRONMENTAL CONSULTANT WORKED ON CAP	1.75	131.25
07/15/94	DAVID BRIGGS GEOLOGIST - HYDROGIST FIGURE DIESEL CONTAMINATION YARDAGE	0.75	33.75
07/18/94	TIM BOISTURE SENIOR ENVIRONMENTAL CONSULTANT WORKED ON SUMMARY REPORT, CAP, AND TRAVEL TO MCCOY AND MCCOY TO PREPARE SAMPLES	5.25	393.75

Vanderburgh County Highway Garage  
 5105 St. Joseph Ave.  
 Evansville, IN 47720  
 Contact: John Stoll

Invoice No: 0000195-10  
 Date: 07/31/94

Page No. 3

FOR ENVIRONMENTAL SERVICES RENDERED:		HRS/UNITS	AMOUNT
07/19/94	TIM BOISTURE SENIOR ENVIRONMENTAL CONSULTANT WORKED ON CAP AND PREPARATION FOR MEETINGS	2.00	150.00
07/20/94	TIM BOISTURE SENIOR ENVIRONMENTAL CONSULTANT WORKED ON CAP	2.25	160.75
07/20/94	GLORIA BERGNER STENOGRAPHER - CLERK	1.00	25.00
07/21/94	TIM BOISTURE MILEAGE	14.25	5.70
07/21/94	TIM BOISTURE SENIOR ENVIRONMENTAL CONSULTANT MET WITH JACK AND BILL AT SITE, WORKED ON CAP	9.00	675.00
07/21/94	GLORIA BERGNER STENOGRAPHER - CLERK	0.33	8.25
07/22/94	TIM BOISTURE SENIOR ENVIRONMENTAL CONSULTANT - CAP	4.75	356.25

TOTAL FEES 4697.17 <sup>ck</sup>

07/15/94	BILLABLE SUBCONTRACTOR SAMPLING OF WELLS THROUGH GREG MILLER		315.00
07/15/94	BILLABLE MATERIALS		7.10
07/18/94	BILLABLE MATERIALS		6.94
07/18/94	BILLABLE MATERIALS		7.90
07/18/94	BILLABLE SUBCONTRACTOR ENVIRO-GROUP DRILLING AND INSTALLING WELLS ON 6/30/94 AND 7/1/94 WITH CONTINUOUS SPLIT SPOON SAMPLES		4720.00

Vanderburgh County Highway Garage  
 5105 St. Joseph Ave.  
 Evansville, IN 47720  
 Contact: John Stoll

Invoice No: 0000105-10  
 Date: 07/31/94  
 Page No. 4

FOR ENVIRONMENTAL SERVICES RENDERED:		HRS/UNITS	AMOUNT
07/10/94	BILLABLE SUBCONTRACTOR GREG MILLER, DEVELOPING, MONITORING, AND SAMPLING WELLS		630.00
07/29/94	BILLABLE MATERIALS MISCELLANEOUS EQUIPMENT FOR SAMPLING		29.51
07/29/94	BILLABLE MATERIALS TESTING CANTON ANALYTICAL LAB		570.00
07/29/94	BILLABLE MATERIALS TESTING CANTON ANALYTICAL LAB		352.00
07/29/94	BILLABLE MATERIALS PLASTIC SHEETING AND GLOVES		41.71
07/29/94	BILLABLE SUBCONTRACTOR CANTON ANALYTICAL LAB		493.00
07/29/94	BILLABLE SUBCONTRACTOR CANTON ANALYTICAL LAB		352.00
07/29/94	BILLABLE SUBCONTRACTOR GREG MILLER, 2 HOUR SAMPLING WELLS		77.00
07/29/94	BILLABLE SUBCONTRACTOR MCCOY & MCCOY LAB SAMPLING		3712.50
07/31/94	4% PROFESSIONAL LIABILITY INSURANCE		592.87

TOTAL EXPENSES

16574.70 87

TOTAL AMOUNT DUE THIS INVOICE

16574.70 ok

PAYMENT DUE UPON RECEIPT

CURRENT	OVER 30	OVER 60	OVER 90	OVER 120	BALANCE DUE
16574.70					16574.70



2626 KOTTER AVENUE  
EVANSVILLE, IN 47715  
(812) 473-0278

Invoice #1 IN 3003

Order Date  
Completion Date 7/22/94  
Invoice Date 7/30/94  
PO # Verbal  
Job # 1-94-0145

Vanderburg Co. Highway Garage  
5105 N. St. Joe Ave.  
Evansville, IN 47720

ATTN: Bill Morphew

Asbestos Inspection

Inspector	- 4 hours @ \$37.50/hr	\$ 150.00
Bulk Samples	- 4 @ \$25.00/each	\$ 100.00

TOTAL AMOUNT DUE

-----  
\$ 350.00

TERMS: Net 30 Days

A finance charge of 1.5% per month, or at the annual percentage rate of 18% will be added to all unpaid balances that are thirty (30) days past due.



2626 KOTTER AVENUE  
EVANSVILLE, IN 47715  
(812) 473-0278

Invoice #4 IN 0088

Order Date  
Completion Date  
Invoice Date 6/18/94  
PO #  
Job # 4-94-0011

Vanderbergh County Highway Garage  
5105 St. Joseph Avenue  
Evansville, IN 47720

ATTN: Jack Crawford

Response to spill at St. Joseph Ave.  
and Allens Lane.

1 PCB Rush Analysis  
3 hours site coordinator @ \$90.00/hr  
54 miles response vehicle @ \$.40

	\$ 250.00
\$ 225.00	<del>\$ 270.00</del>
	\$ 21.60

*This should be \$ 75.00 PH*

TOTAL AMOUNT DUE

*Approved at →*  
*JJC*

	<del>\$ 541.60</del>
\$	496.60

TERMS: Net 30 Days

A finance charge of 1.5% per month, or at the annual percentage rate of 18% will be added to all unpaid balances that are thirty (30) days past due.

Lacey, Terrell, Annakin, Heldt & Baugh

ATTORNEYS AT LAW

5011 WASHINGTON AVENUE • EVANSVILLE, INDIANA 47715 • 812/479-8721

August 26, 1994

Vanderburgh County Commissioners  
305 Administration Building  
Civic Center Complex  
Evansville, IN 47708

Legal services rendered as follows:

<u>Humpich and Morris</u>		<u>Hours</u>
4/8/94	Review Spencer County Answers to Interrogatories	.25
4/14/94	Review Spencer County Interrogatories and Request for Production	.25
5/2/94	Review Warrick County Request for Admissions and Interrogatories	.25
5/6/94	Review Warrick County Answers to Interrogatories	.25
5/12/94	Preparation of Request for Admissions and Alternative Interrogatories	1.0
	Conference with Mr. Rounder re: Answers to discovery requests	1.50
5/16/94	Review Spencer County Answers	.25
5/18/94	Revise Request for Admissions and Alternative Interrogatories	.50
	Review Plaintiff's Response to Warrick County Requests for Admissions and Interrogatories	.25
5/24/94	Preparation of Request for Admissions and Interrogatories	.50

# Lacey, Terrell, Annakin, Heldt & Baugh

ATTORNEYS AT LAW

5011 WASHINGTON AVENUE . EVANSVILLE, INDIANA 47716 . 812/479-8721

Vanderburgh County Commissioners

Page 2

August 26, 1994

5/31/94	Review Warrick County documents; Review Spencer County Requests for Admissions and Interrogatories	.50
6/1/94	Review Plaintiffs' Answers to Requests for Admissions	.25
6/3/94	Conference with Judge Young; Telephone conference with Deputy Sheriff	1.75
6/16/94	Telephone conference with Attorney General's office	.25
6/20/94	Telephone conference with Mr. Griffith	.25
6/22/94	Conference call with Defense Attorneys	.50
6/24/94	Telephone conference with Mr. Brush; Telephone conference with Mr. Rounder	.50
6/27/94	Review Spencer County Motion to Extend Time; Telephone conference with Mr. Griffith; Office conference with Mr. Rounder re: Discovery responses	1.75
6/28/94	Telephone conference with Mr. Collier-Magar	.25
	Review Plaintiff's Responses to Requests for Admissions; Prepare Motions to Extend Time to file Motions for Summary Judgment; Correspondence to Posey Circuit Court	.75
7/5/94	Review State of Indiana's discovery responses; Telephone conference with Posey Circuit Court	.50
7/11/94	Review Warrick County Motion for Summary Judgment, Memorandum and Supporting documents	.50

Lacey, Terrell, Annakin, Heldt & Baugh

ATTORNEYS AT LAW

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Vanderburgh County Commissioners  
Page 3  
August 26, 1994

7/12/94	Telephone conference with Spencer County attorney	.25
7/14/94	Telephone conference with Mr. Griffith	.25
	Work on Answers to Interrogatories	.50
7/15/95	Review revised Answers to Interrogatories	.25
7/21/94	Telephone conference with Mr. Hurley	.25
7/22/94	Telephone conference with Mr. Rounder	.25
7/26/94	Legal research; Revise Briefs in Support of Motion for Summary Judgment	2.0
7/27/94	Re-draft Summary Judgment brief	2.0
8/1/94	Review Spencer County Motion	.25
8/3/94	Review State of Indiana Motion to Enlarge Time	.25
8/11/94	Review Spencer County supplemental discovery requests	.25
8/12/94	Review Spencer County Request for Admissions and Interrogatory	.25

Total Time Expended: 19.50 hours @ \$70/hour

Fee for services rendered .....	\$1,365.00
Expenses: Telephone conference call with Defense Attorneys .....	65.00
Total Amount Due .....	\$1,430.00

Thank you.  
Carl A. Heldt

STATHAM, JOHNSON & MCCRAY  
P.O. Box 3567  
Evansville IN 47734-3567  
TAX ID #35-1759616

STATEMENT FOR SERVICES  
09/06/94

Vanderburgh County Commissioners  
305 Administration Building  
Civic Center Complex  
Evansville IN 47708  
RE: Humpich/Morris

	<u>Hours</u>
PROFESSIONAL SERVICES	
04/15/94 Correspondence to K. Magar. Review interrogatory answers of Spencer County and interrogatories and requests for production served upon Vanderburgh County by Spencer County.	0.70
04/19/94 Conference with Darin Newman regarding discovery requests.	0.80
04/25/94 Telephone conference with K. Magar regarding possible summary judgment motions, depositions.	0.20
04/29/94 Review discovery requests filed by Warrick.	0.30
05/02/94 Conference with Circuit Court staff regarding answers to discovery requests.	0.80

	<u>Hours</u>
05/05/94 Meeting with Darin Newman regarding discovery responses.	1.20
05/06/94 Conference at Probation Department with Larry McDowell regarding Branch case. Review discovery responses of Warrick defendants. Review all court files regarding Eric Branch. Copy relevant portions of files.	3.25
05/10/94 Telephone conference with K. Collier Magar regarding status of discovery requests.	0.10
05/11/94 Review additional documents regarding Branch's incarceration and release. Prepare drafts of responses to discovery requests. Review records at Sheriff's Department.	2.50
05/12/94 Conference in Circuit Court regarding probation department file. Meeting with Chief Beckham. Meeting with Carl Heldt. Review additional records at Sheriff's department.	2.40
05/18/94 Review Humpich responses to Warrick's Requests for Admissions.	0.30
05/26/94 Review proposed Requests for Admissions. Prepare documents for submission to Warrick County defendants in response to request to produce documents.	0.70
05/31/94 Review discovery requests of Spencer County defendants.	0.30

	<u>Hours</u>
06/03/94 Meeting with Carl Heldt and Judge Young.	0.70
06/06/94 Meeting with Harris Howerton and Darin Newman.	1.50
06/22/94 Conference call with Carl Heldt, Carrie Doehrman, David Hurley and Ken Collier-Magar. Telephone conference with Ken Collier-Magar.	1.00
06/27/94 Prepare drafts of responses to interrogatories and requests for production served on Vanderburgh County defendants by Spencer County defendants. Meeting with Carl Heldt. Review Motions for Enlargement of Time filed by plaintiffs and Responses to Requests for Admissions.	4.80
07/05/94 Review discovery responses from Attorney General's office.	0.30
07/13/94 Revise responses to discovery regarding Sheriff of Spencer County. Review summary judgment pleadings filed by Warrick County.	0.60
07/14/94 Conference with Chief Beckam. Finalize discovery responses for Spencer County requests.	1.10
07/15/94 Prepare answers and responses to Spencer County discovery for filing.	0.60
07/22/94 Prepare summary judgment pleadings in Humpich case. Finalize Humpich summary judgment pleadings.	2.20

	<u>Hours</u>	
07/25/94 Telephone conference with Posey Circuit Court. Finalize Morris Summary Judgment pleadings.	1.00	
07/27/94 Telephone conference with Carl Heldt regarding Summary Judgment briefs. Revise and finalize briefs.	1.10	
08/01/94 Review Motion for Extension filed by Spencer County. Telephone conference with attorney Liptak regarding Summary Judgment question.	0.50	
08/10/94 Review supplemental discovery requests from Spencer County defendants.	0.20	
08/12/94 Meeting with Harris Howerton and Ken Collier-Magar.	1.00	
	<hr/>	<u>Amount</u>
FOR PROFESSIONAL SERVICES RENDERED	30.15	\$2,110.50
ADVANCED EXPENSE DESCRIPTION		
07/15/94 Mailing of responses and production of documents and answers.		24.17
		<hr/>
TOTAL EXPENSE ADVANCED		\$24.17
		<hr/>
TOTAL AMOUNT OF THIS BILL		\$2,134.67

	<u>Amount</u>
PREVIOUS BALANCE	\$1,421.00
08/16/94 PAYMENT - THANK YOU	(\$1,421.00)
TOTAL BALANCE DUE=	\$2,134.67



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

Warrant No. \_\_\_\_\_

Claim No. \_\_\_\_\_

Date \_\_\_\_\_

BLANKENBERGER BROS.

Vendor No. 481

\$ 192,611.76

ON ACCOUNT OF APPROPRIATION

Dept. Fund Name USF & S 62

Account No. 430 BOND

Allowed \_\_\_\_\_ 19 \_\_\_\_\_

In the sum of \$

Richard J. Jones  
Richard J. Jones  
John K. Hunter

Board of Commissioners

Signature of Office Holder

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.

Auditor

COST DISTRIBUTION — TO BE COMPLETED BY DEPARTMENT

INVOICE NO.	PURCHASE ORDER NO.	INVOICE DATE	ACCOUNT NO.	AMOUNT PAID
<u>#26</u>	<u>—</u>	<u>9/16/94</u>	<u>430 Bond</u>	<u>192,611.76</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

TOTAL 192,611.76

















VANDEBURGH COUNTY, INDIANA  
1 NW MARTIN LUTHER KING JR. BLVD.  
ROOM 205  
EVANSVILLE, IN 47708

RECEIVED JUL 19 1994

ATTN: JODI PICKETT

INVOICE # 94064080

TERMS: DUE UPON RECEIPT

JUNE 30, 1994

PER CONTRACT 103EVN

20% DUE NINETY DAYS AFTER ACCEPTANCE

JMIS	\$ 8,000.00
JMIS TRAINING	<u>2,280.00</u>

TOTAL DUE THIS INVOICE \$10,280.00

PLEASE SEND REMITTANCE TO:

OCS TECHNOLOGIES INC.  
5960 INGLEWOOD DRIVE  
PLEASANTON, CA 94588-8535

TRAVEL REQUEST FORM FOR  
COUNTY OFFICIALS, DEPARTMENT HEADS AND EMPLOYEES

DATE OF REQUEST: 9-1-94 DEPARTMENT: Health  
EMPLOYEE(S): Sarah Stanton

DATE(S) OF TRAVEL: Sept. 21-22  
DESTINATION: ISDH - Riv Auditorium  
PURPOSE: phlebotomy training

Proof (copy of brochure or letter) must be attached.

LODGING REQUIRED: none

MEANS OF TRAVEL  
COUNTY VEHICLE NUMBER: \_\_\_\_\_  
OTHER: private vehicle

REIMBURSEMENT CLAIMED  
\_\_\_\_\_ Mileage \_\_\_\_\_ Parking  
\_\_\_\_\_ Per Diem \_\_\_\_\_ Registration  
\_\_\_\_\_ Air Fare \_\_\_\_\_ Other

all expenses incurred  
reimbursed by  
HIV grant

APPROVED: [Signature]  
Department Head

APPROVED: \_\_\_\_\_  
Office Holder

APPROVED BY:  
VANDERBURGH COUNTY COMMISSIONERS this 19<sup>th</sup> day of Sept., 1994.

[Signature]  
Richard J. Borries, President

[Signature]  
Patrick Tuley, Vice President

[Signature]  
Don Hunter, Member

4199 Pine Drive  
Newburgh, Indiana 47630-2618  
Telephone: (812) 853-5687  
Fax: (812) 853-1935  
September 19, 1994

Vanderburgh County Commissioners  
City-County Administration Building  
Room 307 Civic Center Complex  
Evansville, Indiana 47708

RE: Petition for Rezoning  
Vision 2000 Evansville Regional Development  
Corporation (94-47-PC)  
Ordinance No. VC-13-94

Dear Sirs,

Reference is made to the Vision 2000 petition for rezoning 400 West Baseline Road, Evansville, Indiana. Unfortunately I was unable to attend the Area Plan Commission hearing and will be unable to attend your hearing dated September 19, 1994. I represent Norma C. Freudenberg who owns property adjacent to property owned by Ralph and Imogene Rexing.

The property being reclassified to M-2 drains into Pond Flat Ditch at our southwest property line. Occasionally Pond Flat floods over its banks and covers much of the 140 acres of land we own.

We are concerned that the new development may increase water run-off and possibly pollute both underground and surface waters emanating from the food manufacturing process. We trust you will address these possibilities so that we will not incur future damages.

Please include this letter with the minutes of your meeting.

Very truly yours,

*Charles W. Freudenberg*  
Charles W. Freudenberg for  
Norma C. Freudenberg

ADDENDUM

TRANSCRIPT

REZONING PETITIONS

SEPTEMBER 19, 1994

I N D E X

<u>Subject</u>	<u>Page No.</u>
VC-7-94/Petitioner, Jennifer Chittenden .....	1
VC-12-94/Petitioner, Evansville Industrial Foundation .....	2
VC-13-94/Petitioner, Vision 2000 .....	2
(VC-12-94 & VC-13-94 discussed Simultaneously by Attorney Steven Weitzel)	
VC-2-94/Petitioner, Southern Indiana Properties .....	3
VC-11-94/Petitioner, Mid-West Simon .....	4

MINUTES  
COUNTY COMMISSIONERS MEETING  
SEPTEMBER 19, 1994

ADDENDUM - REZONING PETITIONS

The Vanderburgh County Board of Commissioners reconvened promptly at 7:00 P.M. for purposes of hearing Rezoning Petitions. President Tuley called the meeting to order and stated the Board has before them tonight five (5) Third Readings, as follows:

VC-7-94/Petitioners, Jennifer Chittenden: Commissioner Tuley said the premises affected are 10901 North Green River Road with a requested change from Agricultural to C-1.

Jennifer Chittenden was recognized, introduced herself and said, "Hi, I'm Jennifer Chittenden. I'm basically just wanting to go from Agricultural so everything will be..."

Mrs. Cunningham asked, "Is it special use or specific..."

Ms. Chittenden responded, "We went specific use last year and this year and this year we wanted to go with the commercial so I could sell retail."

Ms. Matthews instructs that the parties need to speak more clearly into the microphone and there was some discussion about the County Commission's sound system.

Ms. Chittenden continued, "We want a use and development commitment, is what we're here for. So, its only specifically for us, the salon use only, styling salon."

Commissioner Borries asks, "So, you're really not changing what your going to do?"

Ms. Chittenden answered no.

Commissioner Borries asked, "And you say you're going to do that as long you have ownership of the property and the rezoning."

Ms. Chittenden answered yes.

Mrs. Cunningham added that Ms. Chittenden was requesting the change from Ag use to C-1 with the use and development.

President Tuley asked the other Commissioners if this meant an automatic reverse.

Ms. Chittenden replied, "The County can't reverse it..."

Commissioner Borries pointed out that the County can't reverse a rezoning and this means Ms. Chittenden could not do anything else. Ms. Chittenden added that she did try that and found she could not and all parties agreed that this action was the only measure available.

President Tuley then entertained discussion of VC-7-94, for or against. There were no remonstrators with regard to this petition.

Motion to approve VC-7-94 was made by Commissioner Borries, with a second from Commissioner Hunter.

President Tuley then asked for a roll call vote: Commissioner Hunter, yes; Commissioner Borries, yes; and Commissioner Tuley, yes. Motion passed by unanimous affirmative roll call vote. So ordered.

VC-12-94/Petitioner, Evansville Industrial Foundation: Premises affected are 400 W. Baseline road. Requested rezoning is Agricultural to M-2.

Stephen E. Weitzel was recognized, introduced himself and said, "Members of the Commission, my name is Steve Weitzel and I'm appearing on behalf of the Petitioners actually in the next three Rezoning Petitions and I just wonder for the purposes of abbreviated presentations, we might consider VC-12 and VC-13 as companion petitions because they both relate to development of two separate parcels for the benefit of the proposed Azteca Milling Company development. For purposes of presentation, we can consolidate those two petitions, but of course, you all would have to consider them separately.

Commissioner Tuley replied, "Sure."

Mr. Weitzel said, "VC-12-94 involves a parcel at the corner of Baseline Road and U.S. Highway 41 which is approximately forty-three and a half (43.5) acres. It is depicted as the red area on this site map. That is the proposed site for the manufacturing plant for Azteca Milling Company and then directly contiguous to that parcel to the west, fronted along Baseline Road is a hundred and sixty (160) acre parcel which would be the land application site and I think in previous presentations you all have heard, you're familiar with both processes that Azteca Milling is proposing. These two petitions both received the unanimous approval of the Area Plan Commission at its meeting earlier this month and I'm assuming that you all have had an opportunity to review the transcripts of that proceeding so if you would have any particularized questions I would be pleased to address those. Incidentally both petitions seek a re-classification from the Agricultural zoning class to an M-2 class to permit the refining and processing of grain and grain food products.

President Tuley entertained questions of the Commissioners. Both having verbally indicated they had none, Mr. Tuley entertained discussion. There being none, President Tuley stated that he received a letter he wanted to read into the record.

Commissioner Tuley stated, "I received a letter that I have to read into the record. It was a request from a Charles Freudenberg for Norma C. Freudenberg and its referenced to the Petition for Rezoning, listed as Vision 2000 94-47-PC I believe they've got it - - VC-13-94, okay. Dear sirs, references is made to Vision 2000 petition for rezoning 400 West Baseline Road, Evansville, Indiana. Unfortunately I was unable to attend the Area Plan Commission hearing and will be unable to attend your hearing dated September 19, 1994. I represent Norma C. Freudenberg who owns property adjacent to property owned by Ralph and Imogene Rexing. The property being reclassified to M-2 drains into Pond Flat Ditch at our southwest property line. Occasionally Pond Flat floods over its banks and covers much of the hundred forty (140) acres of land we own. We are concerned that the development may increase water run-off and possibly pollute both underground and surface waters emanating from the food manufacturing process. We trust you will address these possibilities so that we will not incur further damages. Please include this letter with the minutes of your meeting.

Mr. Weitzel said, "Thank you. A similar letter was hand-delivered to my office today and I've not had a chance to speak to Mr. Freudenberg, but if he's here this evening, I'd just like to assure him, as the Commission has previously been assured, that land application water process is regulated by IDEM and, I think, the company has made assurances that it's a pH neutral that's discharged that's not a toxic water in any sense. It's clean water, and as to the drainage issue, site engineers have been retained by Azteca that'll be making further presentations in this

regard before drainage board.

Commissioner Hunter stated, "May I make a suggestion, too. I've had a phone call from another adjacent land owner and whose also had flooding problems over the years and I've talked with Darrell Rice with Soil Conservation Service and Darrell called that individual and then apparently made him very happy. So, may I suggest that whatever's done out there, granted will have to go through the drainage board, but that they work very closely with Darrell Rice of Soil Conservation Services and I have a feeling that everybody will be happy with the results."

Mr. Weitzel added, "I think, also, I'd like to introduce Mr. Ed Haffer, who is here on behalf of the Petitioners and I believe Mr. Haffer had some similar conversations with other area owners and Azteca's, I think..."

Several inaudible remarks were made from the audience and President Tuley pointed out that the gentlemen speaking could not properly be heard. Mr. Haffers then approached the microphone.

Mr. Haffer said, "Yes, Commissioner Hunter, that individual we're talking about contacted our office and me..."

Commissioner Tuley asked that Mr. Haffer put his name on the record and Mr. Haffer stated his full name was Edmond L. Haffer.

Mr. Haffer continued, "We assured him that as the design, the site design, of that hundred sixty (160) acre partial proceeds which is the area that he's impacted by, that those engineers will be contacting with him to -- contacting him to determine what his concerns and problems are and insofar as possible they'll be addressed."

Commissioner Hunter stated, "I think we're all on the same page on this then. Thank you."

President Tuley again entertained questions of Mr. Weitzel and opened the floor for further discussion of VC-12-94 or VC-13-94. There being none a motion was entertained.

Motion to approve VC-12-94 was made by Commissioner Hunter with a second from Commissioner Borries.

President Tuley then asked for a roll call vote: Commissioner Hunter, yes; Commissioner Borries, yes; Commissioner Tuley, yes. Motion was passed by unanimous roll call vote. So ordered.

Motion to approve VC-13-94 was made by Commissioner Borries Hunter with a second from Commissioner Hunter.

President Tuley then asked for a roll call vote: Commissioner Hunter, yes; Commissioner Borries, yes; Commissioner Tuley, yes. Motion was passed by unanimous roll call vote. So ordered.

VC-2-94/Petitioners, Southern Indiana Properties: The premises affected are 15400 Highway 41 North with a requested change from Agricultural to M-2.

President Tuley asked Mr. Weitzel if he wanted to move on to VC-14.

Mr. Weitzel stated, "Thank you. I have explained to you that the property forming the subject matter of this Petitioner is contiguous to both of the Azteca plant sites and is immediately south of the manufacturing site and this property fronts U.S. Highway 41. Southern Indiana Properties also owns other property contiguous to this subject property which has been rezoned to manufacturing purposes and the purpose of this Petition is to, in a sense, permit a fill-in of a manufacturing classification for this entire corridor of properties to permit future development

that would be compatible with types of developments being presented to you this evening for Azteca Milling and this Petitioner likewise at the Area Plan Commission received unanimous approval of the Commission. One of the issues which was addressed at the Area Plan Commission meeting which I have been authorized to indicate on the record is that at such time as a frontage road might be extended, and you will recall, one of the infrastructure improvements relative to the Azteca site is extension of a frontage road, approximately a thousand (1,000) feet in length parallel to Highway 41 and Southern Indiana Properties would dedicate additional right-of-way to interface with this at such time as there would be a design for that additional frontage road, so that would be a dedication at no additional cost to the County.

President Tuley entertained questions of the Commissioners. It was the general concession of the Commissioners that all of their questions had already been answered. Mr. Tuley then entertained discussion. There being none, a motion was entertained.

Motion to approve VC-14-94 was made by Commissioner Hunter, with a second from Commissioner Borries.

Commissioner Tuley then asked for a roll call vote: Commissioner Hunter, yes; Commissioner Borries, yes; and Commissioner Tuley, yes. Motion passed by unanimous affirmative roll call vote. So ordered.

Commissioner Hunter stated, "Joanne, you did have for the record -- I'm speaking to Joanne Matthews -- our county attorney had asked us -- we have addressed each one of these individually.

Ms. Matthews replied, "Yes, in a roll call vote."

VC-11-94/Petitioners, Mid-West Simon: Commissioner Tuley said the premises affected are 201 N. Burkhardt Road with a requested change from Agricultural to C-4.

Attorney Ted Ziemer was recognized and stated, "Mr. President, Commissioners and members of the County Commissioners, my name is Ted Ziemer, Jr., representing GB Evansville Developers and Mid-West Simon, Inc. to rezone sixty-five (65) acres of real estate at the northeast corner of Burkhardt Road and Lloyd Expressway. We'd like to rezone this or are seeking rezoning from County Zone District A to County Zone District C-4. The present land use of this property is Agricultural and the proposed land use will be for a five hundred and five thousand (505,000) square foot commercial retail shopping center. While I'm not able, at this time, to give you details about the proposed tenants or to reveal the names of proposed tenants, I can tell you this about the center. It will be constructed in accordance with the development expertise of Simon Associates which is well known throughout the state and actually throughout the country. Unlike most shopping center developments today, this one will consist of -- which most of them consist of -- about fifty percent (50%) anchor-type stores and fifty percent (50%) smaller boutique-type stores. This one will be eighty (80) to ninety (90) percent anchor-type stores and ten (10) to twenty (20) percent smaller facilities. Examples of the anchor-type stores would be a home improvement store, a couple of department stores, a large discount department store. The anchor-type stores would range in size from twenty-five thousand (25,000) square feet on the smaller side to as large as a hundred fifty thousand (150,000) square feet for the largest one. The smaller facilities would consist of dining facilities, franchise dinner houses, family theme restaurants and then we would probably, or possibly, have some offices for local financial institutions. This is not a spec development. There are tenants in waiting to -- to come to this site and if this zoning is approved we would expect to have tenants in place by Christmas of 1995. These will be new participants in the Evansville economy and none of these proposed tenants would

result in creating vacant space in other buildings in this community such as we saw with the K-Mart stores. The new development will employ between twelve hundred (1200) and thirteen hundred (1300) employees upon completion and that's in addition to the some two hundred and fifty (250) to three hundred (300) construction jobs that will be available during the construction of the project. The salary spread for employees in the -- in the completed project will be approximately thirty-five percent (35%) ranging from four dollars and a quarter (\$4.25) to six dollars and a quarter (\$6.25) an hour, thirty percent (30%) ranging from eight dollars (\$8.00) to nine dollars (\$9.00) per hour, and thirty-five percent (35%) at twelve dollars (\$12.00) per hour. We plan to use local labor for the construction of the project. We have electricity, gas and water available to the water and the developer is prepared to make whatever necessary improvements are required for storm and sanitary sewage to serve the project. This zoning is different that a lot of them that come before you because this particular site has already been designated for commercial development on the comprehensive plans, your 2010 Conceptual Land Use map. That same comprehensive plan stresses that there must be a coordination of land use with transportation planning in order to facilitate orderly traffic flow and to promote public safety. So, since this site is already designated as a commercial site, we won't spend any time this evening talking about that aspect of this rezoning request, but will instead address the non-traffic infrastructural needs and more importantly, I think, the infrastructure requirements for adequate traffic movement and promotion of public safety. Our plans in this regard have been developed by Jim Morley of Morley & Associates and John Collins of John Collins Engineering, a professional corporation of Hawthorne, New York, who was engaged by Gershwin Simon to work with Jim in the preparation of the traffic plans and the development of appropriate traffic studies. I think we'll begin the presentation on the various traffic issues with Jim Morley and then Mr. Collins, will, I think, be jumping in from time to time. Jim?"

Commissioner Borries asked if Mr. Morley required an easel for his presentation. Mr. Morley replied that he did and this was acquired.

Mr. Morley said, "I'll turn the plot of land in this direction with north at the top of the page here to give you a little view of what we're talking about. This project, of course, is at the corner of Burkhardt and Lloyd, and..."

There was some discussion between Ms. Matthews, Mr. Morley and Commissioner Borries about the use of the microphone.

Mr. Morley continued, "This is the site plan which involves the major anchor stores in an L-shaped pattern with the smaller restaurant, bank-type stores out front, and what we have drawn on here, and I tried to send around today when the drawings were completed a copy for everyone to get a closer look at, was a diagram of the four-laning of Burkhardt Road. I've got an additional diagram that maybe John could pass in front of you, or we can put it up here. We'll just set it right on here. What -- currently we don't have the capacity at that intersection at Burkhardt Road to handle left turn movements. Now, admittedly one of the particular problems we have at least until the second left turn lane was added earlier was the stopped traffic into the Moto which was a major hold-up and what we've shown on the plan is an additional left turn lane on Lloyd Expressway and of crossing the ditch on the east side and building north bound lanes for Burkhardt Road on the east side of the Crawford Brandeis ditch. South of that point you would taper into the intersection so that everything was aligned to come across. We're showing an intersection here then, a cross-over at the K-Mart entrance drive. That is pretty well set from -- from K-Mart's usage at that point. Then we're not showing any other entrances until you get all the way up to Virginia

Street. At Virginia Street, and of course on all of that the existing Burkhardt Road is just south bound lanes with decel lanes and left turn lanes at each of the cross-over points. At Virginia Street we begin the construction of Virginia Street, which of course, is conceived on all of the master plans to continue on across to the Cross Pointe area at some point in the future and we have an entrance and exit to this center at that location. Just briefly, a couple of the other things, I know they're not major. I do want to say that we are taking care of storm water by detaining on site before we discharge to the Crawford Brandeis ditch. We are dealing with on site extensions of sanitary sewers to be able to service the facility. Those things are things that should be done, can be done. That's not really a question. I'm sure that questions that have come up are how's the traffic going to be handled. At this point in time I would like to turn it over to John Collins to give you a little bit of an explanation of just how much of a study that he did and what his findings were.

Mr. Collins said, "It's always great starting from the solutions and then working back as to how you got there. We conducted a detailed what's called traffic study, transportation study, for this area. With traffic counts that were conducted recently by Butz and forwarded to our office and it showed what everyone expected, that the current intersection of Lloyd and Burkhardt is operating at a very poor level of service, especially during the evening rush hour. A couple of things in the background that have -- that were taken to account as far as this analysis is concerned is the State has currently, has plans - preparing plans, for the provision of an additional through lane, both east and the west bound onto Lloyd in the near future, but was not part of their planning was the widening of Burkhardt Road. What we wanted to do is to look at what improvements are required along the site frontage on Burkhardt in order to handle the traffic and I'll -- I'll refer to the big plan, the overall site plan, as opposed to the detailed construction plan or concept plan for Burkhardt. Basically we've evaluated this in three different areas. The first is that if we were only provided with an access to Burkhardt Road as well as a right turn in and a right turn out access to the Lloyd Expressway and we found in that particular set of circumstances that we would need a widening of Burkhardt Road to provide for five lanes, at least a five lane cross-section from a point somewhere south of the Lloyd to a point north of Virginia Street. Now, it could continue up to Morgan, but basically the area that we solved was north of Virginia to a point south of Lloyd. In addition, we looked at what else could be done to facilitate the movement of traffic and one of the things that could be done would be the provision of an additional access point from the extension of Virginia Street as it currently exists to the east of Burkhardt Road and secondly, the provision on an interim basis of a left turn out of the center on the Lloyd at a location east of Burkhardt Road and the reason for that is that would provide for additional capacity at the Lloyd Burkhardt intersection. This particular location would go away cause the State has currently -- is thinking they may ultimately grade separate the Lloyd and Burkhardt and when that occurred, that particular crossing would be eliminated. In summary, we find that with these improvements that are needed today we would get a better operation along this area, as well as, the ability to handle the traffic generated by this particular development. Thank you."

Attorney Ziemer returned to the microphone and said, "I wonder if maybe it wouldn't be appropriate at this point to ask if there are questions that you have of John Collins or Jim Morley before I continue with a few closing remarks relative to our Petition for Rezoning?"

There was agreement between the Commissioners that there were no questions at that time.

Mr. Ziemer then continued, "Well, they mentioned, of course, or John and Jim both mentioned in their plans here the various infrastructural improvements that they recommend and see as required for the orderly movement of traffic and insuring public safety in the area of this project. We want to provide some further insurance to the Commissioners and to Vanderburgh County that the developer intends to proceed along these lines and we offered a commitment at the Plan Commission meeting which I'm sure has been passed along to you. I want to say that we learned after that commitment had been filed with signatures that the signer for the Simon interest was not an authorized officer so we've obtained new signatures to that commitment and I want -- this is now officially signed by everybody who should sign it and these are signed -- copies of the signed document. It is identical in every respect to the earlier covenant, but it -- it is signed now by Mr. Foxworthy on behalf of Simon and not by Mr. Gertamiller as the previous covenant was. I want to outline briefly for you what the Covenant says, and I think you've seen a earlier copy, but just to briefly run through it, and I'm going to do it by paragraphs as they show up in the Covenant. The second paragraph of the Covenant provides that the developers will donate an additional sixty (60) feet of right-of-way to accommodate the widening of Burkhardt Road from Lloyd Expressway to Virginia Street. There is already fifty (50) feet of right-of-way there, approximately twenty-five (25) or thirty-five (25) feet for Burkhardt Road as it exists and then another fifteen (15) feet for the ditch. Then this would be sixty (60) feet running from the west side of the ditch in onto our property for sixty (60) feet, the entire length from Burkhardt Road to -- I mean, from Lloyd Expressway to Virginia. This is approximately two and a quarter (2.25) acres and its a substantial donation of real estate giving the cost of property in this particular area as all the developers here could attest. Then, we provide in paragraph three of the Covenant that this development will not be opened for business until the widening and additional two northbound lanes of Burkhardt Road is in place and we have our access point to Burkhardt Road. Our reason for that Covenant, of course, is that its one thing to say that we're going to donate right-of-way for construction of these two northbound lanes, but what if they don't happen. Well, if they don't happen you don't want our project open adding to traffic in the area and we're telling you it will not open until that's completed. We plan to apply for tax incremental financing to pay for the widening of Burkhardt Road between Lloyd and Virginia. The developers propose to spend approximately thirty million dollars (\$30,000,000.00) in construction at this site and while the figures will be refined and presented in more accurate form when an application for tax incremental financing is officially filed, its thought now that the additional tax base of thirty million will produce five hundred thousand dollars (\$500,000.00) in additional real estate taxes which under tax incremental financing could be applied toward retirement of bonds for the -- for the widening of Burkhardt Road. Its possible and we'll have to continue working with the numbers, but if the TIF area is widened to include an area that would go as far north as Morgan Avenue that this project -- real estate tax production could produce sufficient income to also accomplish the two northbound lanes of Burkhardt Road from Virginia to Morgan Avenue. If not completely, certain as other development occurs in that area and is part of a tax incremental financing designated area, there will certainly be sufficient funds for that purpose. And, as I understand it, the County has no money today to -- to widen Burkhardt Road to put in the two northbound lanes. I further understand that it is needed today, even if this project doesn't go forward at all, that is something that is needed in the County now to improve a very congested situation. So, if this project is approved, if the zoning approved and then ultimately the TIF financing approved, there will be two northbound lanes of Burkhardt Road, two additional northbound lanes and they will be in place by the time this development is ready to open, which I've already indicated would be, we anticipate, by December of 1995. So, the

widening of Burkhardt which is impossible as we think about it today, would be completed by a year from Christmas, which should substantially add to orderly traffic flow in this very congested area. The fourth paragraph of our Covenant provides that we will - - we understand that the State of Indiana intends to enter into protective buying to do some additional -- to do an additional lane on the north side of Lloyd Expressway. They were going to do that by August of 1995. So, we've committed that we will build no structures on the south twenty-five (25) feet of our real estate that we seeking to rezone until October of 1995 in order to permit the State to conduct its protective buying of undeveloped real estate rather than whatever might -- might otherwise have been constructed there. Paragraph five of the Covenant provides that the Developers will pursue communications with INDOT to obtain a full movement access point and median opening to Lloyd Expressway and this, of course, is explained by Mr. Morley and Mr. Collins. Then paragraph six of the Covenant provides that we will construct a water detention area to insure that water flow from the developed project will not exceed the flow as it exists prior to the development of the project. Finally, paragraph seven of the Covenant provides that we will -- the developers will provide an access point to the project site from Indiana Street somewhere along its eastern property line when its determined where in fact Indiana Street will abut the eastern property line after it is somehow extended across the Bente real estate to the east of us. These Covenants run with the land. They run in favor of the Vanderburgh County Commissioners. We had the Covenant reviewed by Alan Kissinger and he has approved it as to form. So, those will - - those will be our covenants and we make those covenants and we have made them in fact by submitting the executed document to you this evening. To summarize then before I -- I'm sure there will be questions and I think there are others in the audience who will want to comment on our zoning request. If this zoning goes forward, we're looking at new construction in this county by probably December of 1995, just a little over a year from now, of thirty million dollars or more resulting in a commiserate increase in the county tax base and producing five hundred thousand dollars or more of annual additional real estate taxes. We're looking at the creation of two hundred and fifty to three hundred construction jobs for the construction of the project and twelve hundred to three hundred new jobs when the center is completed. We're looking at a major donation of real estate by the developer of two point four acres of property to permit the widening of Burkhardt Road from Lloyd Expressway to Virginia Street and then we're looking at the developer working with Vanderburgh County, the City of Evansville and the State of Indiana through the services of Mr. Morley and Mr. Collins to develop and complete an appropriate interchange at the intersection of Burkhardt Road and Lloyd Expressway and on the completion of that the removal of any access point from this real estate to Lloyd Expressway and any signalization at that location. So, it's then a major development for this community, brings a lot of new jobs to the community. It will result in the solution of traffic problems that exist today without this development being in place and it will provide solutions towards those problems that will accommodate even the increased traffic that will result from this development. So, I think now we're -- we're ready to answer any questions you have, but we respectfully request at the conclusion of this that you do rezone this property from County Agricultural to County C-4. Thank you."

President Tuley then entertained discussion from anyone either for or against the rezoning.

Attorney Krista Bonewitz introduced herself and said, "Good evening, Commissioners. My name is Krista Bonewitz and I'm an attorney with the law firm Mattingly, Rudolph, Fine and Porter. I'm here representing the interest of Decem Investments. It's an entity that's made up of about eleven investors and they have

rights in approximately fifty acres of land which is known as East Park Development on the west side of Burkhardt and north of the Hirsch Simon property. We support the development in this area, certainly, and I believe the project that Mel Simon is proposing is going to be a good addition for the area, but before its rezoned we're concerned that the county gets a package with this rezoning proposal that will benefit the county, citizens and all the local development in that area rather than benefitting only the MidWestern Simon property. I guess we have two major areas of concern and which, of course, involve the traffic and safety concerns and equitable concerns as far as the other local developers in the area are concerned. To begin with, the traffic and safety concerns -- and I'll go through these briefly, especially since I'm not an engineer. I don't have that many details for you, but I guess most of them are things that you can see by looking at the map and anyone that has driven out there would also be concerned about. It's my understanding that INDOT has plans to increase the interchange capacity at the Burkhardt Lloyd intersection and I understand that what is called is tight urban interchange would probably be the best solution in that area, an interchange that would have a little more capacity than what the Green River Road intersection now has. We're concerned that there is enough land reserved to allow the development of this interchange in the future when INDOT finally gets forward and is ready to increase this capacity. We're also concerned with their plans for widening Burkhardt, which everyone agrees needs to be done, arguably all the way to Morgan and further. Our main concern is when people are exiting onto Burkhardt from the properties contiguous to the Burkhardt Road, be it Moto Mort, K-Mart, East Park Development, that they're not confused or thrown off by the traffic flow. I think the plan now calls for a ditch to be in the middle of the north and the south bound lanes which would necessitate guard rails to prevent traffic from accidents with the ditch. Guard rails in and of themselves seem to be a pretty dangerous option. I know that the other options may involve tiling of the ditch or moving the ditch east which would both be expensive options. Our main concern is that they look into the feasibility of another method rather than having the ditch in the middle of the north and south bound lanes, try and develop a workable solution rather than the first cheapest or easiest solution. Our second point would be the access from the Lloyd Expressway and I guess anybody is going to complain about another access crossing the Lloyd. It's my understanding there'll be a light at Cross Pointe. This will be adding another cross-over from the east bound lanes in between Cross Pointe and Burkhardt. It's easily becoming not so much of a limited access expressway with the addition of this cross-over. Finally, the installation of the Virginia and the auxiliary roads in the area, we're concerned that the local developers have done their part in adding the auxiliary roadways in the area and I understand that there going to put a small entrance, which would be the beginning of Virginia, but we'd like to see Virginia continued back along that strip of property. It's my understanding that K-Mart has developed Virginia. The Hartmanns and Cross Pointe have also participated. My clients, Decem Investment, have put in a hundred eighty-five thousand plus the land for the Vogel Road development and they've also made commitments for the development of Columbia. We'd like to see equal treatment for the new developers to insure that they're going to put in the development and the infrastructure that the local developers have already done so and commend to do so in the future. I also believe that Virginia and Indiana and potentially even the north and south access between Virginia and Indiana were contemplated in plans that you developed at a July 11th meeting. I've looked at that map and whether or not all of those proposed roadways are put through we'd like to see the new developers give consideration and at least address the Virginia development. In conclusion, we just want to make sure that the area's safe and that they don't cut off access to the other areas along the Lloyd Expressway. We want them to at least commit helping develop the

area a little more than what they have done so far before we rezone and allow them to go ahead with their development. Thank you."

President Tuley thanked Attorney Bonewitz and asked if anyone wished to discuss the petition. Mr. Tuley then recognized Attorney Les Shively.

Mr. Shively said, "Mr. President, and members of the County Commission, my name is Les Shively. I'm representing two development groups here this evening, Eagle Crest and for the record, and for those who may not be acquainted with Eagle Crest, Eagle Crest is located at -- a little farther to the east and south of the Lloyd Expressway. It is where the new Cracker Barrel is going to go in and its where the Hampton Inn is already there and I believe we have a new hotel being constructed as we speak, all as what's been envisioned for this particular project, are not relocated local businesses, but new business to Vanderburgh County and Evansville. As you look at this rezoning request this evening, I ask you to do two things. In reverse chronological order if I might, I'd like for you to look at the map that you all passed out in your special public hearing on July 11th. Remember July 11th you sent out notices to everybody who had an interest in property in this area. Mr. Ziemer was there, I remember seeing him here, Mr. Morley, myself. I see a lot of the same faces. Mr. Dunn was here. Mr. McKinney was here with the Cross Pointe folks. And you all led a very healthful and spirited discussion in asking the cooperation of the developers in their plans to be mindful of an existing problem out in this particular area that's rapidly growing, the fastest emerging commercial area around, to incorporate those plans in their development plans for their property, and essentially the rules that were accentuated from that meeting and really carried forward, the rules have always been there applied by the County Commission, I want -- so I don't seem to be inconsistent, Mr. Kissinger -- I've never felt that the zoning processes were where one elicits commitments, there's appropriate time to get commitments from developers that donate right-of-way or build roads, but that's the way we're doing it in Vanderburgh County and every -- the two developers I represent have played under those rules. And, in fact, if its said once, it was said a thousand time, maybe not quite that many times, but several times at the July 11th hearing, the County Commission is not in the business of building roads for developers. I'm going to come to this TIF financing. Mr. Ziemer's very articulate. He uses words and the phraseology to give you the feeling that the developer's going to build these roads for you, but I've got news for you. You, the County, the County Commissioners, are going to widen Burkhardt Road and you're going to widen it with the public's tax money. Something that has not been granted to or given to any other developer out there, especially my two clients, Eagle Crest and Hartmann Farms. Let me go back in recent history here, Eagle Crest is up and running. Its a more mature development out there and I just ran through some of the more notable accomplishments from that project. In terms of public infrastructure and roadways, Mr. Dunn, in his development of Eagle Crest, has put in several miles of roadways at his expense, at that development's expense, has donated -- along a stretch of fifteen hundred feet, sufficient right-of-way for the expansion of Fuguay Road and has already generated for this County over three hundred thousand dollars in property taxes. None of those property taxes were earmarked for the roads he had to build. If he wanted the rezoning, if he wanted the building permits, if he wanted Cracker Barrel there, if he wanted the Hampton Inn there, he had to build the roads, and he did. He built the roads, he increased the tax base and has generated tax revenue for the general fund of this county. Seeing the handwriting on the wall from the July 11th public hearing, having had our rezoning denied in May of this year, the Hartmann Farm Land Trust came before you less than a month ago with their rezoning request. They too have a sixty-five acre tract, although at that particular time sought only a rezoning of twenty-one acres.

They committed to construct roads that will be dedicated to become part of the county roadway system, a part of that roadway system that is counted by the state for returning of gasoline tax dollars that come back for road improvements. They have committed to take valuable land and build at the cost to them one point four million dollars of road improvements, seventy-five percent of which are off-site. When I use the term off-site, these aren't roads within their property, these are roads, an already dedicated right-of-way away from their property to the west. And one of the recurring themes from the July 11th hearing that was carried forward in the commitment Hartmann Land Trust made on August 22nd, was to take, to dedicate right-of-way for Virginia on their property and take Virginia to the west to follow that map that's in front of you, President Tuley, to take Virginia Street ultimately, hopefully not -- we're not going to do this in our project, we're going to take it across Cross Pointe with the plan that every developer that would come after us, in terms of having anything to do with that land contiguous to the land that would line up with Virginia, dedicate and build Virginia to Burkhardt Road. Once at Burkhardt Road, as you know, Virginia now goes through to Green River Road, and the result, as Mr. Borries has said time and time again, I know Virginia Street's been an important project to him, we would have a new east west commercial thorough-fare to relieve the burden and to create a better flow of traffic. We made that commitment and when we made that commitment we were under that impression that developers would come after us, especially the Hirsch property interest, which is really what this is, would make that commitment as well. What we have here, if you look at that map, there not going to do that. They're going to show a little insert, dedication, they're not going to build that. We submit to have a fair and equitable, level playing field and to keep in consistency with this county's master plan for traffic development, they must dedicate Virginia and they must build Virginia. One could argue well, the property they're interested in here this evening, the one that Simon's interested in exercising their option on really doesn't go that far, but its all part of the same land, just like our twenty-one acres doesn't go all the way to Virginia either that we've tried to rezone, but yet you wanted to see a plan that would serve all sixty-five acres. We simply ask the same rules be applied. Lets go back to the TIF financing. I submit to you this is not a proper use of TIF financing. What you do from that increased tax base is you focus that tax dollars on that particular project and out of the general fund. That's not what the tax incremental financing project was designed to do. Tax incremental financing was done to stimulate development in areas that but for those types of incentives there would be no development. Folks, this is going to develop, already has developed without any incentive, government give-aways or anything of that nature. They should be required, and they've admitted, they're going to add to the problem out there, they even covenanted they're not going to open until Burkhardt Road is widened. They should dedicate and they should build out of their dollars the widening of Burkhardt Road which is consistent with what you made Eagle Crest do, what you've made Hartmann Farm Land Trust do. Part of this plan too, they sort of smoothed over, involves a median cut. Excuse me, yes, a median cut to line up six hundred feet east of the intersection of Burkhardt and the Lloyd Expressway which in no way shape or form is going to assist in the smooth flow of traffic. It's going to make a bad situation worse. I cannot believe the State of Indiana will approve that and I would hate to see this Commission, by giving approval of this plan, go on the record of approving such an idea, especially in view of these factors. Number one, we're talking about redesigning the intersection of Burkhardt and Lloyd to accommodate the growth out there, to acquire land for those purposes. More importantly, as this Commission is well aware of, the developers of Eagle Crest, the Hartmann Land Trust and Cross Pointe, Mr. Woodward's development, have already committed and will within -- by the end of this week, have in writing a contract with the State of Indiana to put a traffic signal at Cross Pointe

Boulevard, the intersection with Cross Pointe Boulevard on the Lloyd Expressway. A median cut there six hundred feet from Burkhardt will most likely warrant another traffic signal and there we've defeated the purpose of this wonderful project, the Lloyd Expressway, to carry the traffic flow from one end of our county to the other and plus we've created a traffic nightmare on top of a nightmare. Our request is very simple. I'm going to make this very clear. The master plan, Mr. Ziemer's correct, calls for this area to go commercial. We can't argue with that aspect of it. We're not here to oppose the land use decision. All we're simply asking is this, we want the playing field level. This developer, this property owner, should have to have the same rules applied to them as were applied to Eagle Crest, as most recently were applied to Hartmann, and so, if this is their commitment, or lack of commitment, our position is very simple. This rezoning should not be approved until the following have been accomplished. Number one, we know exactly what the plan is for redesigning the Burkhardt Lloyd Expressway intersection and the land -- cause folks, I tell you, once that's rezoned, regardless of the building of structures, having handled many condemnation cases with several governmental agencies, the cost of doing that project, not just the fee taken, but the residue damages, I'm sure they will also argue as well, will escalate the cost of that project. Number Two, this rezoning should not be approved unless the developers and the owners of the property will commit not only to dedicate the right-of-way for Virginia to be consistent with the plan this county wants and this county has already stated on the record multiple times, they need to have accomplished, they would have to commit the right-of-way, dedicate the right-of-way and build Virginia. And third, that this rezoning not be approved unless these -- this developer commits to doing the cost, doing the project of widening Burkhardt Road at their expense. This is no less than what's been asked of any other developer. We think that's fair. We took this Commission at their word following July 11th public hearing, that that's what you were going to insist upon on every developer, and I say we, I'm talking in particular to the Hartmann family and that's why we made the commitments we made to you and that's why we have already made the commitment, the process of borrowing the money, one point four million dollars to build those roads, and now less than a month later for the rules to change in the middle of the game because some developer that's got a big name and comes from the capitol city comes down here to treat them differently than the developers that are already in this community, that have already committed, like Mr. Dunn to his project out there at Eagle Crest which we have already committed to do, is unfair, is wrong, is the denial of equal protection of the property rights of the folks that have already come before you and followed your rules and made those commitments. In closing, let me just simply say, we are not opposed to changing the land use, but we're opposed to this rezoning if in fact those are the conditions and lack of commitments this developers willing to make. Thank you."

President Tuley thanked Mr. Shively and asked for anyone else who might want to comment. Mr. Tuley then recognized Mr. Woodward.

Mr. Woodward said, "Mr. President, Commissioners, I am not here this evening to be against this zoning. I have a white coat on."

Mr. Woodward was asked to identify himself for the record.

Mr. Woodward apologized and continued, "My name is Robert Woodward. I am currently involved in developing twenty acres along the Lloyd Expressway. The new development will be called the Lloyd Office Park. It is at the stoplight that connects Eagle Crest and Cross Pointe. I guess I'd like to preface my statement by asking a question because I'm really not sure. I haven't heard the statement made if the zoning is approved this evening and if the TIF, as I understand it, is denied, is it the position of the developers that they will go ahead and provide the widening of

roads and the various things that will be necessary for the development? Perhaps Mr. Ziemer could answer that for me."

Mr. Ziemer answered, "I think that maybe when you're all finished we'll answer all the questions then."

Mr. Woodward said, "Okay, that was my first question, because if the answer to that is yes, then the rest really doesn't matter. Myself and the other developers here present have spent considerable amount of funds in the past on infrastructures to serve the developments that we've develop. I think almost to man and child we have stood up and said we have said we will pay for those. Currently, there is a request before me that partially affects the other developers. Number one, to pay for a stoplight on the Lloyd Expressway. Also, I'm being asked by the City, because as you cross the Lloyd, as you know, we're in the city limits, to widen John Street, which feeds both Mr. Dunn's project and mine from two lanes to six lanes and to widen Eagle Crest Boulevard from two lanes to three lanes and that really won't help my project at all, but we're certainly willing to do that. I guess the point is what Mr. Shively said, we'd like a level playing field. Now, I really don't understand all the traffic flows, I'm not an expert in that. I certainly don't understand TIF financing. I don't understand your budgets as to whether you have the money to do these things or whether you don't. I trust your very good judgment that you've shown repeatedly in the past to govern over these areas. However, it would seem to me that if we are going to create TIFs to pay for infrastructures to serve various developments that we are setting a precedent. If in your judgment that's what we should be doing for both city and county to pay for those things in the future then so be it and I will participate as everyone else does. I just urge that we think it through very carefully and decide if that's the path that we want to go on. Thank you very much."

Commissioner Tuley thanked Mr. Woodward and again asked for others to comments. There being none, President Tuley then asked if Mr. Ziemer wanted to respond to the comments made.

Mr. Ziemer indicated he did and said, "A lot of points have been raised and let me try to be orderly in responding. I guess let's first talk about TIF. Mr. Shively even raised constitutional issues about that and equal protection under the law and I'm not sure if that's ever appropriate with respect to this particular issue, but this is not the forum for that. There will be another hearing before this body and before the Plan Commission relative to TIF financing and the adequacy of TIF financing and whether its appropriate for this development and any portion of this development. The county has designated a redevelopment area already in this county for, as Tucker, for TIF financing and we intend to file a formal request to seek TIF financing for certain aspects of this project. TIF financing is not appropriate for infrastructure that is on the property of the developer, like for...[Inaudible]... Now, Mr. Shively has said that Burkhardt Road is not appropriate for TIF financing. First thing, and I don't know, he probably does know this, but it will cost between three and a half and four million dollars to do the construction of the two northbound lanes of Burkhardt Road. I think that exceeds perhaps any amount that has been spent by other developers for the public roads that they may have constructed in their areas and let me just digress for one second to say I think that's the mischief when we start talking about level playing fields. We can begin to measure or try to measure dollar for dollar what each developer has done, and I'm going to get back to that in a minute, but I think it is a dangerous thing to try and do. TIF is available to anybody. There's legislation for it and the county has adopted an enabling ordinance letting the redevelopment commission begin this process if formal applications are filed. What is needed for TIF financing to go forward is for there to be an adequate tax base created which

will justify or produce real estate tax increases which can be projected to accommodate financing and repayment of the bonds that would be issued for the particular project. As I said earlier, this is not a spec project. This will be in place, you know barring acts of God, by December of 1995. We've already talked about the size of the project so we don't need to mention that again, but it is the very size of the project, the thirty million dollars plus that will be spent now. Some of these areas other developers are talking about, and not in every case, but in some of the cases, they've been rezoned for a year and now there's a couple of streets been constructed, but nothing has happened by way of development. Here the development will go forward. Tenants are ready to take buildings within this space and there will be a demonstrable increase in the tax base which will produce sufficient increase in real estate taxes to retire the bonds. So, we think its totally appropriate, even though this is not the forum to discuss it at this time. It will be the same forum, but for another reason. We think TIF is appropriate for the widening of Burkhardt Road. That is a project which has nothing in particular to do with this development. Yes, we would need access to Burkhardt Road as it exists today and I guess we'd have to do that by providing an overpass over the ditch to get there, but the two laning - the two northbound lanes and the widening of Burkhardt Road is needed to solve traffic congestion in this county today if this remains a cornfield. And, unfortunately, if this remains a cornfield, unless some other developer comes forward, and its been quite some time since any developer came forward to develop this particular property, its likely to remain a two lane roadway for an extended time in the future and the existing traffic problems will go uncorrected. We'll be spending the thirty million dollars to increase the tax base which creates the funding to make this possible. If we're not spending it, if this zoning isn't improved and indeed if the TIF is not finally approved for the widening of Burkhardt Road, there won't be any widening of Burkhardt Road at any foreseeable time that I'm aware of. Mr. Hunter's told me on a number of occasions that there's no money available in the county for that purpose. Mr. Borries, the money's been spent out on Lynch Road and there isn't any currently. So, I think that's -- that's the aspect of TIF. Now, let's talk a little bit more about level playing field, and I don't pretend to remember or know all the various streets that the developers have constructed in connection with their developments, but I think in a general way, its safe to say that the off-site infrastructural improvements that they made were necessary to make their developments viable. They either provided access to the project or they provided a road along which the project could be developed. Our real estate happens to sit at the intersection of Burkhardt and Lloyd Expressway. Those are our points of access. Virginia Street is not needed as access to our property, nor do we own, or will we own the real estate over which Virginia Street is presently shown on the EUTS drawings. We're showing a stub to Virginia Street so that there will be a connection there and that will be made available, but we don't need that to make our project viable. What we're providing through our sixty foot of right-of-way two and a quarter donation of real estate for the widening of Burkhardt Road is not for our project, its for all the developers in this county. At least one developer here tonight said to me after the Plan Commission meeting if there was anything that he could do to assist us in our obtaining our TIF financing, he'd like to do it and he knows who he is and I'm not going to mention anybody's names. But the point of that is, it is needed by the entire county. Its needed by all the developers in the area. Its not needed -- the widening is not needed particularly by us, though we'll be the first to tell you that this would not be a viable project if Burkhardt Road is not widened. Gerschman Simon have more interest in orderly traffic development and traffic movement in this area than anybody else. We'll not get tenants in this project if we don't have adequate traffic movement in that area. When you start talking about level playing field, okay, so we're going -- we're donating sixty foot of right-of-way.

I'm not going to disclose the purchase price for this property, but I'll tell you that that amounts to hundreds of thousands of dollars in value, that particular donation. Other developers have built twenty-nine foot roads to meet county specifications over whatever strip the road was built. They donated the twenty-nine feet, not sixty feet. They did construct the road. In one case I know that the county constructed a bridge to join the road in the middle. So, it is hard when you start talking about, you know, how much did this developer spend and how much did that developer spend. What I'm saying about this developer is, and we are going to spend thirty million dollars, it will produce enough money to provide funds to repay the bonding for the widening of Burkhardt Road and when that's done that is going to solve a major traffic problem in this community that exists today and that will continue to exist if this project does not go forward. We don't need Virginia Street, but we are buying our land from the Hirschs. We will use our good offices with the Hirschs to try to encourage them to think of a dedication of right-of-way for Virginia Street. One problem they'll have immediately is they don't know what they ought to dedicate. Nobody really knows that Virginia Street ought to run in a straight line to the west. What if some developer here wants to put his development in this area and ran Virginia Street around some way. It wouldn't be the first time that we saw that. So, it really remains, I think, for future development to begin north of our project for Virginia Street to become a viable development. I think even its extended, given the right-of-way problems, I guess the Bente problem is over here some way, it's going to be a street that's extended with nothing there on either side of it and nowhere to go. So, I think, its more appropriate to do that when there is development in the Virginia Street area. On behalf of Decem, their attorney indicated that they wanted a donation of right-of-way for the interchange. We don't intend to donate the right-of-way at least at this point to the State of Indiana for the interchange at Burkhardt and Lloyd. What we do propose however, and that's why we're seeking a rezoning of area running from Lloyd to here, if its necessary when the State ever gets around to reviewing what its plans are for the intersection of Lloyd and Burkhardt, we'll be able to move our project back, moving up to the north, so that the widening can be accommodated. Also, if we could ever find out exactly what the State plans, and I'll tell you what we know today about what the State plans. The State has indicated that they're going to go ahead with adding two additional lanes to Lloyd Expressway, one on the south and we're providing -- and we're providing an area for protective buying in that area. I've seen a letter that was written by Greg Curtis to Roe Ziggenfuss indicating that currently the state is studying this plan and right now has no firm plans for any kind of interchange activity and yet Mr. -- who was it -- no, not Greg, Mr. Shively I want to talk about now, suggested that this zoning should not go through until the plans were in place for -- for Burkhardt and Lloyd. Well, you know, does that mean that we're never going to go ahead with any rezoning in this area until the State finally does something. We all know how hard the Commissioners have been working to get the State to come forward with either a tighter of an interchange or a grade level, all kinds of left turn activity at Burkhardt and Lloyd. Nothing has happened yet. What will happen actually, and first let me say, I think the State would like to see this stay a cornfield, because if there's no development in this area the State of Indiana really doesn't have to come in and do anything, and they can go around to other parts of Indiana and spend their money there instead of addressing our traffic problems that already exist. This is going to be a pressure point for the State of Indiana and we are creating through the -- through the development of the northbound lanes of Burkhardt, north and south, slightly south of Lloyd, we are creating a situation which almost cries out for the State to come in and do its interchange work at that particular intersection. So, this is going to be an impetus to the State that it doesn't have today and its going to be a service to the entire community and its going to result from the decision of Girschman Simon to

spend thirty million dollars in Evansville, Indiana and Vanderburgh County to make this project go forward. Let's see, other points that were raised. I guess the other one has to do really with traffic and I'd like to call on John Collins to address that if he would."

Mr. Collins said, "There are two primary questions as it relates to traffic in addition to the interchange one and that was the final design of Burkhardt Road, whether or not the ditch would be down the middle, etc. The plan that's in front of us today is a conceptual plan indicating the addition of the two northbound lanes because when we talked about it verbally people were having a difficult time envisioning what the two northbound lanes were. In fact, detailed engineering studies have to be done in order to see if its better to keep the ditch open and the median with the appropriate protection, guide rails, etc., or is it better to pipe the ditch and put pavement over the existing ditch as it is, but that's subject to final design, this plan here, this schematic. The second plan is there's been some discussion about the potential traffic back-up for the proposed median opening and the light on the Lloyd that's located to the east of Burkhardt Road. To a layman it would look a problem, but basically what happens that there's an existing traffic signal at the intersection of Lloyd and Burkhardt and that's operating under four different phases, how the light cycles is a four phase operation. The proposed signal at Cross Pointe will be at least a three phase operation to provide for traffic east and west on the Lloyd, to provide for traffic turning from the Lloyd into Cross Pointe, as well as traffic from Cross Pointe onto Lloyd. That's three phases. The proposed signal we have in the median opening is only to relieve pressure or to take traffic out of the intersection of Burkhardt and Lloyd until the State builds the interchange and the way we do that is providing a median opening that only allows traffic to exit the site and either make a right turn to head west on the Lloyd or make a left turn to head east on the Lloyd. That would be under signal control. No traffic would be allowed to come in from eastbound Lloyd to make a left turn across that particular traffic. That produces what is called a two phase operation. Let me tell you how the system works basically. If I go to the intersection of Burkhardt Road and the Lloyd, as traffic is turning from the Lloyd into Burkhardt in either direction concurrent with that traffic operation you would have the left turn out of this particular development. That means the Lloyd would not be stopped the second time. When the light turns green for traffic heading on the Lloyd to go eastbound or westbound, there would still be a green ball indication at that particular location. So, the only time traffic would be stopped is when the traffic would either be stopped at Burkhardt Road or at Cross Pointe in any event, and there would be what is called a hard wire interconnect between all three signals such that they would operate as a system and the master signal would be the intersection of Lloyd and Burkhardt, but that's the operation now. When the State builds, and I think what they're probably ultimately going to build is the urban diamond, the urban diamond. This particular signal will be eliminated and that's what we want to discuss with the Indiana Department of Transportation. Thank you."

President Tuley again asked for other comments and then recognized Mr. Shively again.

Mr. Shively said, "Mr. Ziemer says, you know we don't need Virginia for our project. Well, we didn't need Virginia for our twenty-one acres either. We had a purchaser who didn't need it, they didn't need it. You all looking out for the interests, as Mr. Hunter reminded me on several occasions, of the public in general and orderly development said we're not doing our duty if we don't require you at this time for the first part of the development of your sixty-five acres to commit to doing this now. And, so Mr. Ziemer's position, his client's position, people that own all that

property all the way to Oak Road, their position is no different than ours and we were required to commit to a road that we didn't need either. With regard to well, you know, we're going to split that stub in for Virginia Street and hopefully we can work with the owner and persuade the owner to be a good person in the future, while you're thinking about that let me go back to the not so recent past and tell you about the story of Indiana Street. Remember Indiana Street that we all thought was going to go through Cross Pointe? Well, that's now where Builder's Square parking lot is, folks. And, I tell you, if Indiana Street had been there the Hartmann family would have linked up on that eight months ago. We wouldn't be here this evening and we would have sold a lot more than the acreage we've sold right now, and so I think the lack of a commitment and the statement that, gee, we'll persuade possibly, or use our good graces to get the owner to do Virginia, I think will meet the same fate as Indiana Street. I didn't mention this earlier, the commitment to Indiana Street given what has happened to it, doesn't do much for this entire development as a whole. The roadways we've committed to, folks, we also can't have any businesses open on the Hartmann property until those roadways are in place, and, in fact, the clock's running, as Mrs. Cunningham knows. We've got about eleven months to get those roads in whether we've sold a lick of land or not and that's a major commitment, one point four million dollars. The roads we're building are not just roads on our property, they are roads, except for a little north south strip, are all on public right-of-way. The dedication is there. Its your right-of-way. When I say your right-of-way its the County right-of-way already. We're building it with our money cause you wanted us to, cause its part of your plan. The TIF financing will be discussed in other forums. Mr. Ziemer's right, but it is relevant to this extent. In the past with Eagle Crest and with the Hartmann project you've looked for dollar commitments from the developers to do these projects. This project looks to the County, well, you can mask it, you can call it whatever, you can -- TIF financing, whatever, its still doing an access project that's necessary for their development at the taxpayer's expense. Something you all have said time and time again, you didn't want to do. I say it again, level playing field, fairness, fundamental fairness. Let's all play by the same rules. Eagle Crest, the Hartmann family played by those rules. Let the Simon developers play by those rules, too."

Mr. Ziemer then responded, "I don't think Mr. Shively raised any new issues that he didn't raise earlier so I won't have any further comments."

Commissioner Tuley said, "Anybody else? We've got a whole lot of people here watching and not a whole lot of things being said, but other than by a couple of people. Is there anybody else?" Mr. McKinney?"

Mr. McKinney introduced himself and said, "My name is Jim McKinney. I'm with Regency Associates, developer of Cross Pointe. The one issue was brought up, I believe, that this is appropriate for the rezoning cause it is part of the master plan and it should be zoned commercial. With regards to the access issue and the second stop light putting on Lloyd, I believe that that is not appropriate to be put there. I think that the Evansville Urban Transit Study and others have recommended against that. With regard to the issue of the need for it, I will be pleased to this evening go on the record and to identify that Cross Pointe will dedicate Indiana Street east or west all the way over the Simon property so therefore they can have access across the entire Indiana to the Cross Pointe exit there, so therefore eliminating the need as identified for the purpose of another stoplight onto Lloyd Expressway. So, therefore, they can send the traffic over there and then it can exit out at Lloyd on Cross Pointe Boulevard. So, I think that should alleviate that problem."

President Tuley asked Mr. Ziemer if he had another comment.

Mr. Ziemer said, "I, well, I -- we appreciate very much Regency's offer to extend Indiana Street. I think its possible that if that became the -- a major access point at all to this project that we would be overloading Indiana Street down to Cross Pointe much as we've seen down in the area of Walmart where you come off the Lloyd Expressway and go into that area. But, nonetheless, we've agreed that we'll provide access from Indiana Street to our property and throughout our property by our various internal roads and will continue to do that. As to the traffic light, Mr. Collins has pointed out that that, in his opinion, is necessary until the State does something to relieve congestion that will develop at -- at Burkhardt and Lloyd. It's up to the State whether or not that traffic light is authorized. We'll have to ask the State. They'll have to decide that its appropriate and then if they let us do it we would go ahead with it with a median cut. If they don't the project is viable with our access onto -- onto Burkhardt Road and the only thing that will happen is that that will place a larger burden and maybe greater impetus to the State to do something about Burkhardt and Lloyd if we're not allowed to have access at that point, on a temporary basis."

President Tuley again encouraged discussion from the audience. There being none, he entertained questions from the Commissioners.

Commissioner Borries said, "I always have some comments. I've said this a lot, and I believe its true, that it is not possible to please everyone, but it is possible to make them all mad. So, I -- I probably fully expect a little of that tonight. And, one other opening comment that I would have would be that every development, at least that I've encountered here recently, is different. I want to make that point because I don't think that in all cases we are comparing apples to apples. We have some that go over creeks where we've had county right-of-way and been able to help. We've had some that have been hemmed in by State fences and we have others that are long stoplights, and so every -- every development, as I see it, has been different. They aren't all alike. This one is tough because the questions that have been posed here by several speakers are -- are really my concerns. I believe that communities have to grow or ultimately your community will just die and I see Evansville as a community, Vanderburgh County, that's really on the move and I want it to be that way and frankly, as I would look north along the Lloyd, I guess I have voted for every development north of the Lloyd Expressway, even to the consternation of some back when the Lloyd was Division Street and hardly what it is today. It will always be a problem. The problems are not going to go away because this development does or does not get rezoned. I have seen recently some statistics that say that there is now one - - two cars for every human being in this county. So, that means that if there are two hundred and fifty million of us there are about five hundred million cars in this country and that's a lot and people are in cars and shopping, they're all going to occur in certain areas. We don't want them in our neighborhoods. We don't want them sometimes next to an apartment complex where we live or wherever. So, we're going to have congestion and I think that we have to indeed look at the big picture rather than just to say that this development is or is not the only cause of traffic problems on the Lloyd Expressway or Burkhardt Road. And I guess another final point I have to make here is that there's not a lot of magic to how we fund some of these things and how these developments do occur. Yes, we have had to ask developers to develop streets, dedicate public right-of-way and everything along areas in their developments with -- inside their infrastructure where it is needed. I am not aware of a lot of developers having to spend literally millions of dollars to build roads along a road that is as unique as Burkhardt Road is. That Crawford-Brandeis ditch intimidated us, I guess, to an extent back in about 1982 or '83 when we were planning the original part of Burkhardt Road. Because

we had that huge ditch, Crawford-Brandeis, some call it Eastside Urban, and it drains all of the -- a lot of the eastside area and it is a major problem, and so we bought all of the right-of-way we could literally on the west side of the street figuring some ten years or so ago that, you know, it would be adequate to handle and frankly, that was the money we had in terms of what we could come up with in a Federal project. So, the -- Burkhardt is what it is today because we -- we were tempered first of all by vision, secondly by a ditch and last, but certainly not least, finances. I have, I believe, some ongoing concerns still as well about Virginia Street and I guess I'll get to those in a second because I do think they are critical to the success of this project. They may not be immediately on this rezoning request, but they are critical. And, I -- I have some concerns about that that I hope we can resolve here this evening and if we cannot we can -- we just have to do that. A level playing field insofar as the references to that, I also strongly support, but I also have given serious consideration to the comments about the TIF and about whether or not the State of Indiana in fact really would just prefer to keep it as a cornfield and have nothing happen out there and I'm not sure that's acceptable either or an acceptable use for all of a person's property in that area. Quite frankly, the State of Indiana probably would feel very comfortable if nothing happens out there, but I am here to say, at least from one vote standpoint, I will not vote for, nor will the County participate on any improvements on the Lloyd Expressway, known as State Road 66. I will vote no. And, I will vote no because there are some students in the audience who will benefit from what the County has done on that same State road, just a little different number called State Road 62 out at USI. This County has spent five million dollars building an overpass over a State Highway into a State university because we did have a belief in the community at that time and certainly for the needs of the public safety of the students, seven thousand plus students who attend University of Southern Indiana that an overpass was needed and the State of Indiana said, no, we're going to spend two hundred and fifty thousand dollars and we're going to put a turn blister in. So, from that standpoint what the County, Vanderburgh County has done which is similar to the unique situation on the west side of this County, I cannot support any County money going on the Lloyd Expressway. Having said all that, maybe I could ask, you know, Mr. Ziemer, I will in a second. You know, in terms of the TIF, in terms of what we're saying about the infrastructure needs here, Vanderburgh County can't build Burkhardt Road, not tomorrow, not in the near future. Every Federal dollar, literally every Federal dollar that Vanderburgh County is trying to accumulate at this time is going into the Lynch Road project and the Lynch Road project is so expensive, some what, twenty-five million dollars, John Stoll, am I rough in that estimate? It is so expensive that it has taken every bit of our local match to qualify to get this road improvement in. We don't have the money to do anything on Burkhardt Road. Even if this rezoning is denied, even if it stays a cornfield, we can't build Burkhardt Road. This County just can't do it. What the TIF would allow Vanderburgh County to do would be, as I understand it, use tax dollars generated in that area and I don't, really would not agree as a public official standpoint that would be good public policy. I'm going to have to, Joanne, leave the podium here and maybe grab this microphone. I don't see how we can build Burkhardt Road even to Virginia Street just using this TIF financing. To me a solution to build Burkhardt Road has to look at Morgan Avenue or maybe even where the Lynch Road intersection is going to go way further north here from what you can see on this particular map. But, that's a long range plan and again I have to emphasize Vanderburgh County can't do that now. We don't have the money. It's just not there. So, I guess my concerns fall down in terms of a level playing field to this and I don't know if Mr. Ziemer can answer these questions or any of his representatives. If we can resolve Virginia Street as a part of a master plan in this particular issue, in this particular rezoning, even if its not on

your property, maybe it could come on part of your property so that your developers and your development could participate there. If we could get that resolved I think we've resolved one question perhaps tonight about Indiana Street maybe being of use. I will not talk again about the State of Indiana cause I -- I don't have a clue on what they'll do. After taking the word Boonville off of Boonville New Harmony Road and not consulting us, I don't have a clue -- no clue on what the State of Indiana will do. So, I don't even know if we can address that. I can only address Burkhardt Road and I can address Indiana Street and I can address Virginia Street. Could your group, would your group be willing to dedicate the right-of-way, get Virginia Street on the portion of property that you're rezoning in order for us to at least to have some alternatives here should the State of Indiana do nothing down at the Lloyd and Burkhardt Road? That's -- I guess that's my question, the long, roundabout way, but I really have some concerns to that -- that effect. If I could be assured of that I see, again, significant advantages to the TIF, but I think that the TIF is going to, again, have to wait for another area. It will have to involve some other developments. I'm prepared to look at that simply because I don't know of any other magic to build Burkhardt Road. We could say inch by inch or development by development that we could say yes, each developer should do his or her, their portion of it, but I'm telling you, I don't think that that's going to happen overnight and Burkhardt Road probably is needed right away and I don't know of any other way of financing it. Those are my comments, my question. I guess my question again still gets back to Virginia Street."

President Tuley asked if Mr. Ziemer wanted to address the comments of Commissioner Borries.

Mr. Ziemer said, "I have difficulty addressing it, Mr. Borries, because the line shown for Division Street, and of course, there is no Division Street now on the west side there, I mean on the east side."

Mr. Ziemer was asked to speak more into the microphone.

Mr. Ziemer continued, "Its just some lines drawn on a map, but we don't own that property, so we can't dedicate it. We can talk to the Hirschs about dedicating it. That's not part of the property they're going to be selling us. As I said earlier, I think, you know, everyone else is dedicating Virginia Street as they put developments together then when development occurs north of us on Hirsch property in the area of Virginia Street certainly they ought to be required or however you want to approach that. I agree with Mr. Shively about that. Its difficult when you start talking about requirements to grant a rezoning, but that would be the time because they will need Virginia Street access to develop the property north of us. You are going to, Commissioners, see us again when we file our formal application for the TIF financing. They can't go forward without your approval. I guess your approval can be based on whatever you decide is appropriate as a basis for approval. By that time we can discuss this matter further with the Hirschs to see what -- what we can convince them to do. We certainly have no objection to their dedication of right-of-way for Virginia Street and as I said, will encourage them to do that, but we aren't in a position to dedicate it because -- because we don't own it."

Mr. Morley introduced himself and said, "I'm Jim Morley and I would like to add just one thing on Virginia Street. As Mr. Shively pointed out, the Hartmann group is going to do this portion of Virginia Street right between my fingers you see right here in order gain access to a north south road in order to complete an access system that has very serious limitations at Lloyd Expressway which you are very aware of. Then, across the rest of the Cross Pointe plan there are currently no plans at least with a date at

when that might come and I expect that that will come and certainly, I'm sure, Mr. McKinney would tell you that its in his plan, he knows that its coming. There is Bente property, a relative of the Bente who is involved in Cross Pointe and there is the need for that and then there is this segment along here. I think its totally appropriate for the Commissioners to say that there will be no development fronting on what should be Virginia Street without Virginia Street being in place, and in fact, you know, we're starting Virginia Street back to get an access into here. We're not at that stage. Certainly if someone came in here to develop this or to rezone that, absolutely. The Hirschs have seen this drawing with Virginia Street. I gave this, you know, to Mr. Dorris, copies of this, their trust officer. Everyone is aware of it. Its not a time -- its not a thing that is, you know, absolute. It doesn't -- you could construct this and it still wouldn't get over to somewhere else yet. Its a master plan. Its something that's coming and I think everyone knows that."

Mr. Hunter said, "Mr. President, if I may. There's been quite a lot of discussion tonight about the July 11th meeting, discussed the infrastructure of this -- not just this development, but the whole area. If I may paraphrase what I think came out of that meeting, and you can correct me if I'm wrong, the people at that meeting said please don't botch the job. They also said please don't create another Green River Road. I was chided, criticized for comments that I -- concerns that I raised at the Area Plan Commission meeting earlier this month by our morning newspaper and I still have some concerns, particularly, not whether to TIF or not to TIF, but I still have major concerns about the role the State should be playing and is not playing. I also have a copy of the letter that Mr. Ziemer referred to and it says in conclusion INDOT at this time has not developed sufficient information to determine the design of the intersection needed at Burkhardt Road and the Lloyd Expressway which tells me that we're quite a distance from -- from anything being done at that intersection. I responded to some of the comments made by the Courier and I might even say unlike them I try to do my homework and here's some of the things I found. I'll just read a tiny bit of this. For example, a 1992 study by EUTS sent to INDOT recommended improvements needed to address problems occurring on the Expressway and the EUTS 1991 Burkhardt Road Carter Study provided the technical analysis needed to show that an interchange would be warranted at Lloyd and Burkhardt. Now, my question is, if they have the technical information has been given them, then why hasn't there been some movement forward on this State project. We have done -- we being the local County government has -- we've done the work for them. The statistical information is there. The State obviously has not done anything with it. Another concern I have, and this is from Herb Butler, the City Engineer, he says if Burkhardt Road is widened north of the Lloyd the transition to four lanes must occur south of the Lloyd which is in the city limits. If the developer plans to fund the widening of Burkhardt along his property that would leave the City to acquire right-of-way and construct the transition south of the Lloyd. Something does not seem balanced with this. So, there's another issue that we haven't even dealt with tonight and that is the City of Evansville, but my real concern here is the fact that the State is moving so slowly, indicates that they don't have the proper information and it appears to me that it was sent to them, in some cases, either two or three years ago."

Mr. Ziemer responded, "Mr. Hunter, relative to, and I think Mr. Morley could speak to this as well, but relative to the work that's required on Burkhardt south of Lloyd, I believe Mr. Morley's plan as he's drawn it shows the improvements all taking place within the existing right-of-way for Burkhardt south of Lloyd and the developers believe that the TIF financing, if made available, will, if not sufficient to carry the four laning -- I mean the two northbound lanes of Burkhardt all the way to Morgan Avenue will certainly be sufficient to accommodate running from the south side

of Lloyd to the extent needed to -- to Virginia to accommodate that development so that it shouldn't impact negatively on the City."

Mr. Hunter asked, "Has this been discussed with the City Engineer, Mr. Butler?"

Mr. Ziemer answered, "It has. Mr. Butler was at a meeting at which Mr. Collins and Mr. Morley and myself were present, as well as Roe Ziggens and John Stoll."

Mr. Hunter said, "No, don't go away..."

Mr. Ziemer said, "Sure."

Mr. Hunter continued, "I've got another question. Earlier, I think, Mr. Woodward was up in front and asked a couple of questions. One of those questions was will this project go forward without TIF and you may have answered it, but if you did, I lost it."

Mr. Ziemer said, "Well, the answer is no."

Mr. Hunter said, "Okay."

Mr. Ziemer continued, "To the extent of the widening of Burkhardt Road and if Burkhardt Road is not widened then this is not a feasible project so whether or not the thirty million dollars gets spent for the development does depend upon an approval of TIF financing which we expect to ask for. And if it its approved, with whatever conditions the Commissioners want to set, then the widening of Burkhardt Road will take place and will be completed by Christmas of next year, barring an act of God. But, if the TIF financing is not approved, no, it will not take place."

Mr. Hunter asked, "We're talking about the widening of Burkhardt Road only as far north as?"

Mr. Ziemer answered, "We're talking about the widening of Burkhardt north to Virginia Street and perhaps to Morgan Avenue depending on the final determination of the increase in tax base and resultant increased property taxes available to apply toward the repayment of the bonds. We think its possible that it could go all the way to Morgan Avenue. Well, obviously, its just pointed out to me, but I think we said this earlier. That does depend on the size of the TIF district. If the Commissioners stop the TIF district at Virginia Street, then they could have another TIF district that runs from Virginia Street to Morgan, but if the original TIF district runs from Lloyd to Morgan to wherever it does on the east, Warrick County, whatever, then if that's included within the district, then as you know, Mr. Hunter, what happens is as increase in tax base occurs through development the allocation of real estate taxes from that project can be used for certain public improvements and it depends on the amount of dollars generated as to the extent of those improvements. We just don't have final figures, but we believe its possible that there'll be sufficient additional tax base to produce sufficient additional tax income to do the widening all the way to Morgan Avenue. I guess, I want to stress again, that's if the project goes forward. If the rezoning is denied then clearly the project is not going to go forward and so far as I know, and I haven't heard, and Mr. Borries has just underscored this, there is no money to widen Burkhardt Road, nor will there be. Here are developers who are prepared to put in the up to thirty million dollars that will produce that and so we're standing ready to do it and we want to do it in a way that coincides with every developers' needs. We want to be on a level playing field. We want to donate right-of-way, which we are. We don't control Virginia Street, but we've said that we will work with the owners of Virginia Street to see if that can't be done, but all of this needs to go forward as a package and to go back to

Mr. Shively. If we have to wait until the State does the intersection of Burkhardt and Lloyd Expressway, its quite likely there'll never be a development in any foreseeable future at the intersection of Burkhardt and Lloyd based on what you've just said. On the other hand, if this development occurs there is going to be significant, and when the four laning is done, there is going to be significant pressure on the State of Indiana to finally get in gear and come in here and do something. So, I think its an impetus that we'll create."

President Tuley asked again for comments, reserving his until the vote. There being no other comments, Mr. Tuley entertained a motion. Motion to approve VC-11-94 was made by Commissioner Hunter with a second from Commissioner Borries.

President Tuley then asked for a roll call vote: Commissioner Hunter, no; Commissioner Borries, yes.

President Tuley said, "Fun thing of being President. I've sat here tonight, a lot of other nights and thought about this, lost a lot of sleep, trying to weigh in the factors such as the other developers have presented to us tonight and their concerns. I listened to the proposal in the individual meeting with some City officials and the Simon people and the local counsel and what have you. This morning we were at the Sheriff's Command Post for the ribbon cutting and as often you stand around and talk about various things going on in the community after something like that's over, the comment was made to me, you guys really have some tough decisions to make tonight, and I agree. This is a tough decision when you try to weigh all the factors into it. I work for another company and I travel and we represent thirty-seven counties from northwest up to Porter County to the northeast part of the State up in Allen and Huntington Counties and various counties down in the southwest and southeast. Besides those thirty-seven I drive the rest of the State, and its amazing to go through some of the counties and towns and cities that you see that aren't growing, they're stagnant and you go through and you see vacant buildings everywhere. You see no development, no housing projects. So, if you're going to be faced with a tough decision, this is the kind of decision you want to be faced with, the one that says are we going to continue to grow and promote this community and grow as this community and develop. I've lost, as I said, a lot of sleep worrying about this, but I think as a whole, this project is good for Evansville. Yes, there's some problems associated with it, but I think we'll overcome those and having said that, I will vote yes as well. So the rezoning will pass two to one.

Mr. Ziemer said, "Thank you very much."

The meeting was then adjourned.

PRESENT:

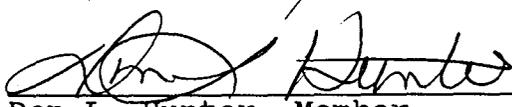
Patrick Tuley  
Richard J. Borries  
Don L. Hunter  
John Stoll/County Engineer  
John Dunn/Eagle Crest  
Stephen E. Weitzell/Azteca Milling Company  
Krista Bonewitz/Decem Investment  
Jennifer Chittenden/Jennifer's Custom Cuts  
Sherry Seaplar/Jennifer's Custom Cuts  
Brian Harris  
Sharon Beckman  
Shelia Miller  
Robert G. Woodward  
Dick Rheinhardt  
Joseph A. Brown/Decem Investments, Inc.  
Dal Herring

Tim Spurling/Vanderburgh County Engineer  
Baline Ovlier/APC  
Pamela L. Schaffer/EUTS  
Bryan P. Gibbs/USI  
Michele Swain  
Kim Houchin/USI  
Shannon Yoder/USI  
Laura Davis/USI  
Jason Npy/UE  
Traci Bell/UE  
Ian Eggleton/UE  
Don Atkins/USI  
Chris Rickett/Evansville Press  
Mark Grover/WEHT  
Chris Petzel/WEHT  
Bruce Wheeler/LIUNA Local 561  
Steve Folz/LIUNA Local 561  
Doyle Wheeler/LIUNA Local 561  
Walter Bunton/Citizens National Bank  
Tony Dillon/Old National Bank  
Carolyn Reed/Habitat  
Kenneth McWilliams/State Rep Land. Dist. 78  
Sharon Beckman/USI  
Shelia Miller/USI  
Jayne Berry-Bland/County Treasurer  
Pamela Schaffer/EUTS  
Wayne Koons/Tom Deckard Ministries  
Judi Wolf/USI  
Eva Schmitz/USI  
Alan Julian/Evansville Courier  
Steve Burger/WIKY  
Kim Genardo/Channel 7 News  
Alan Julian/Evansville Courier  
Barbara Cunningham/Area Plan Commission  
Bev Behme/Area Plan Commission  
Blaine Oliver/Area Plan Commission

SECRETARY: Joanne A. Matthews

  
\_\_\_\_\_  
Patrick J. Tuley, President

  
\_\_\_\_\_  
Richard J. Borries, Vice-President

  
\_\_\_\_\_  
Don L. Hunter, Member

MINUTES  
COUNTY COMMISSIONERS MEETING  
SEPTEMBER 26, 1994

I N D E X

<u>Subject</u>	<u>Page No.</u>
Meeting Opened @ 5:50 p.m. ....	1
Introductions & Pledge of Allegiance .....	1
Approval of Minutes (September 12) .....	1
Ordinance Amending Chapter 72, Schedule II of the County Code of Ordinances - Final Reading .....	1
Appointment to Southwestern Mental Health Board .....	1
Mercy Ambulance/1995 Contract .....	1
County Health Department/Facility Needs Assessment Study .....	2
Bid Opening/To Perform Title Search Services in Connection with 1994 Tax Sales .....	3
County Attorney/Alan Kissinger .....	4
Request for Permission to Settle the Case of Halbig vs. Minor	4
Superintendent of County Buildings .....	4
Sale of Three Properties Valley Watch Inc./Surplus Property Surplus Vehicles to be sold by Wolf's Auto Auction Travel Requests/Weights & Measures United Way Campaign Drive	4
County Highway/Fred Howard .....	6
Weekly Work Report Paving/New Harmony Rd. Underground Storage Tanks/Removal	6
County Engineer/John Stoll .....	6
Change Order/Waterworks Rd. Project Claim/J. H. Rudolph/Waterworks Rd. Project Travel Request/Bill Higgins Request for Sidewalk Waiver/Five Oaks Subdivision Paving/Harmony Way USI Interchange/Ribbon Cutting Ceremony	6
Consent Agenda .....	8
Employment Change Status (Circuit Court)	8
Scheduled Meetings .....	8
Old Business .....	9
New Business .....	9
Meeting Adjourned @ 6:32 p.m. ....	9

MINUTES  
COUNTY COMMISSIONERS MEETING  
SEPTEMBER 26, 1994

The Vanderburgh County Board of Commissioners met in session at 5:50 p.m. on Monday, September 26, 1994 in the Commissioners Hearing Room with President Patrick Tuley presiding.

RE: INTRODUCTIONS & PLEDGE OF ALLEGIANCE

President Tuley called the meeting to order, welcomed the attendees, introduced members of the County Staff (Mark Abell, Supt./County Buildings, County Attorney Alan Kissinger, Commissioner Rick Borries, himself, Commissioner Don Hunter, Chief Deputy Auditor Cindy Mayo and Joanne Matthews, Official Recording Secretary for the Board) and asked the group to stand for the Pledge of Allegiance.

Commissioner Tuley asked if there are any groups/individuals in the audience who wish to address the Board but do not find their particular item of interest on tonight's agenda. There was no response.

RE: APPROVAL OF MINUTES

A motion was entertained for approval of the minutes of September 12, 1994. Motion to approve the minutes, as engrossed by the County Auditor, was made by Commissioner Hunter and seconded by Commissioner Borries. So ordered.

RE: ORDINANCE AMENDING CHAPTER 72, SCHEDULE II OF THE COUNTY CODE OF ORDINANCES - FINAL READING

It was noted by Commissioner Tuley that this is the Final Reading of the subject ordinance. It was passed on Second Reading last week. He then entertained a motion.

Motion to approve the Ordinance on Final Reading was made by Commissioner Borries and seconded by Commissioner Hunter.

President Tuley then asked for a roll call vote: Commissioner Hunter, yes; Commissioner Borries, yes; and Commissioner Tuley, yes. Ordinance approved by unanimous affirmative vote. So ordered.

RE: APPOINTMENT TO SOUTHWESTERN MENTAL HEALTH BOARD

Mr. Tuley entertained a motion to reappoint Commissioner Borries to the Southwestern Mental Health Board for a three (3) year term.

Motion for approval was made by Commissioner Hunter, with a second from Commissioner Tuley. So ordered.

Commissioner Borries said he is happy to serve and appreciates the nomination.

RE: MERCY AMBULANCE/1995 CONTRACT

Mr. Jerry Key of Mercy Ambulance was recognized and said he is bringing the 1995 Contract back for approval. A modification has been made, as requested, to adjust the dollar amount for the 1995 year.

Mr. Borries asked, "So everything is in sync and the price is \$197,000?"

Mr. Tuley said that is exactly what was budgeted. So we have a contract for which we do have money in place.

Motion to approve the contract, as submitted, was made by Commissioner Borries and seconded by Commissioner Hunter. So ordered.

RE: COUNTY HEALTH DEPARTMENT/FACILITY NEEDS ASSESSMENT STUDY

Dr. John Heidingsfelder and Dr. Del Rio were recognized. Dr. Heidingsfelder stated, "Good evening, Gentleman, my name is Dr. John Heidingsfelder, Health Officer. I want to get your permission concerning some information that relates to the topic we discussed today. The Board of Health has recently requested that I proceed along the lines of finding out more specific information as to the needs of the Health Department as far as space and equipment requirements. At this point in time the Health Department is severely overcrowded in our present quarters. Towards a long term goal, we are looking towards what our needs may be if we were to relocate to a new facility or a new location. We have brought to you recently some problems related to some areas of the department, particularly tuberculosis control and safety measures. Along those lines, the Board has requested that I proceed and try to get more detailed information. What I am here for today is to request from the Commissioners permission to enter into a contract with an architect who, I believe, has the expertise to give us a very detailed study of what our space and equipment requirements are at this time and to also project those needs into the future. The purpose of this information is for us to try to determine our future goals and relocation needs if we do have the opportunity to relocate. The monies, I am told by Sam Elder, are present in other operating expense account within the Health Department (Expense Acct. 3510) -- but we do need the permission from the Commissioners to enter into a contract and I believe that the Commissioners have to participate in the signing of the contract for this study. With that, I'd like to turn it over for a brief moment to Dr. Del Rio, who is one of our board members."

Dr. Del Rio said, "I think it was brought to our attention recently -- in the past few years -- that the Health Department is definitely in dire need of expanding. Our services have increased tremendously in the past few years. You know, there is a crisis in health care and I don't think this is going to be less, but more. The number of employees in the past few years in the Health Department has doubled -- since the last study done sixteen (16) years ago. So we have twice the number of employees for the space that was determined when we first moved to our quarters here. Some of the things that are happening in the Health Department are there is no space for a social worker to talk to a mother or woman who may have been raped and need to talk to someone in private. There is very little space for meeting room for privacy, for adequate patient care, as we see fit. Before we look at where we need to go and why we need to go elsewhere, I think we need a detailed study that is fair to us and to you in looking at how much space, our employee responsibilities, how much space our employees need and how much space our patients and customers need so we can offer the kind of service that we should offer the community. And this is why we are going backwards and starting with a study that addresses those needs -- so we can then move on and say where we should we go. And that is what this study is about."

Dr. Heidingsfelder asked Mr. Sam Elder, Director of the County Health Department, if he wishes to make any comments. Mr. Elder gave a negative response.

Commissioner Tuley asked Dr. Heidingsfelder if said Sam indicated there is already money in the budget for the \$8,500 study fee?

Dr. Heidingsfelder said it is his understanding they have another operating account (#3510) that has money in it that could be used for the study, with the Commissioners' permission.

There being no further questions, motion was made by Commissioner Hunter that the Board grant approval for the study on future needs of the Vanderburgh County Board of Health. Seconded by Commissioner Borries. So ordered.

RE: BID OPENING - TO PERFORM TITLE SEARCH SERVICES IN CONNECTION WITH 1994 TAX SALES

Mr. Abell reported he found no bids delivered to the Commission Office. He tried Lynn Ellis and there was no response -- and he couldn't get B. J. Farrell. It could be that we did not receive any.

Chief Deputy Auditor Cindy Mayo confirmed that Joanne Matthews has gone downstairs to double check to make sure one was not placed on her desk that she did not see -- but none had been brought to her when she left the office to come to the meeting.

Commissioner Borries stated he gets one tax sale confused with another one.

Commissioner Tuley said, "What the County has done, through the Auditor and the Treasurer, by agreement it has said that when we have the 1994 Tax Sale, which is going to take place October 3rd, when that person buys the Certificate they have so many things they have to do - - notifications and all this stuff. What is happening and what we've learned from experience in the past is that most of these people get their Certificates, they walk away and then a year from now they come back in and say 'Give me my deed'. Well, they haven't met their obligation. So the County has agreed -- and by law they can do it if the Treasurer and the Auditor agree to it -- we are going (and that fee is added on to the cost of the sale) to only those properties that sell. So we will go ahead and do the title search and we will go ahead and do all the notifications, so when the year comes we can prepare a document for that individual to take to the Judge and say 'Okay, I've done all this stuff -- here's proof of it, now I want a deed.' And it just keeps this property from being back on the tax sale again next year because somebody didn't do what they were supposed to do. The only question I have a reservation on -- and, Cindy, I've told Sam this -- is if we take it upon ourselves to do the notifications we got to make sure we do them in a timely fashion. That is the only reservation I have. Other than that, I think it will serve the County better in the long run -- because there are too many first time buyers who don't know what they are supposed to do. This takes us -- what happens is that one year from now a lot of these properties go right back on the tax sale list, we haven't collected any money -- well, we've collected money, but the deed doesn't get transferred and then you get less participation in your next tax sale. So that is what it is about. This is stuff that is being offered up in 1994. It was offered up in 1993 and this is the second year or it's the first offering in 1994. How many properties do you guys have -- about 400 or so?"

Ms. Mayo said, "Probably."

Mr. Tuley said, "If 200 of them sell, somebody is going to get an opportunity to do 200 title searches at \$200 a pop or whatever. The legal fee is pretty good, I'm surprised somebody didn't want to do them."

Mr. Abell said, "They must be awfully busy out there or something."

Commissioner Borries said, "Well, I don't know who generated this, but...."

Attorney Kissinger noted, "The only people in town who are doing this is probably Jack Schroeder. I'll call Jack and see what he says."

Mr. Tuley said, "If he doesn't do it, it doesn't make any difference. We just don't provide the service and it is up to the individual to go out and locate them. It doesn't stop the tax sale in any way, shape or form."

Ms. Mayo said, "Right. I think one of the problems, too, is that if an abstract is run it is different fees -- because we never had a set fee and the purchaser and the owner never knew what the fee was going to be. It would be a little better if we had a set fee. And there were no bids in Joanne's office."

Mr. Tuley said Mr. Kissinger might go ahead and give Jack Schroeder a call to see if they don't want the work.

Mr. Borries asked, "So you think there would only probably be one bid?"

Mr. Tuley said, "There are only about two title companies in the whole town."

Attorney Kissinger said, "I think Jack owns all of them."

Mr. Tuley continued, "I think they're under different names, but I think they're all under the same ownership."

Mr. Borries said one of them was Dick Hewitt's old firm -- what was that one?

Mr. Tuley said, "Hoosier and Vanderburgh".

Attorney Kissinger said, "Evansville and Vanderburgh I know he owns. I don't know if he owns Hoosier or not - but he was in the process of buying everything he could."

Commissioner Hunter asked Joanne Matthews if she found any bids.

Mr. Tuley replied, "No, not a one she said. Let's move on."

Ms. Matthews asked, "Do you want to readvertise?"

Mr. Tuley replied, "Let's just basically put this on hold until Alan makes a phone call and see what happened. It may be they are just too busy and don't want it, which is going to make it tough for the person next year who does buy it. They have to find somebody. They may not want 200 at one time."

Ms. Mayo said, "Or maybe they can charge more individually."

RE: COUNTY ATTORNEY - ALAN KISSINGER

Request for Permission to Settle the Case of Halbig vs. Minor:

Attorney Kissinger said he is requesting permission to settle this case, to which the County has not yet become a party -- but in order to avoid becoming a party, by entering into an agreement which will be filed as part of the Commissioners Minutes after the agreement has been entered into.

Mr. Borries asked, "Do we give you authorization then to enter into this agreement on our behalf?"

Attorney Kissinger replied, "If you will give me authority to settle then in my name as County Attorney in behalf of the County Commissioners, I will settle and execute the document."

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

RE: SUPERINTENDENT OF COUNTY BUILDINGS

Sale of Three Properties: Mr. Abell said last week we had the sale of three properties that we needed to Quit Claim back to one Mamie Waddy. This was some property that she had

redeemed from the Auditor's Office. He has the Quit Claim Deed which he will pass down to the Attorney for his perusal and he believes we just need signatures to make it official.

Attorney Kissinger asked, "Am I correct in that this property was taken by tax title deed by the County and it was in error -- the taxes had been paid -- it had been redeemed?"

Mr. Abell responded: "We took it, it became surplus property. There was a period of redemption and during that period of redemption it was redeemed."

Attorney Kissinger said, "I will approve the deed in consideration of the fact that it contains the same legal description as the deed that the County received, and recommend that the Commissioners approve and sign it."

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

Valley Watch Inc./Surplus Property: In connection with that, Mr. John Blair came by earlier today. He was unable to attend tonight's meeting, but he did forward a letter to me from Valley Watch, Inc. stating that they wish to purchase as a not-for-profit agency property commonly known as 802 Adams Avenue. Much like Habitat did last week, they have done their own title search and are currently ready to take possession of the aforesaid real estate if we would issue a Quit Claim Deed to them. There is a lot next to this, but this parcel we do own as surplus property. This is their letter stating they would like 802 Adams Avenue if we will Quit Claim it to them.

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

Surplus Vehicles: Mr. Abell said he is finally in possession of a list of surplus vehicles which we're going to have Wolf's Auto Auction sell for us. He has that list and would like to submit same for the record. Also, they will be doing the advertising and doing that according to statutes. When he gets a copy of the ad he will have Attorney Kissinger look at it to make sure everything is up to statutes on that. With the Board's permission, we will continue to move forward on this matter. We actually have fourteen (14) vehicles that were junk -- no better way to put it.

Travel Requests/Weights & Measures: Mr. Abell said he also has two travel requests from Loretta Townsend, which came in too late to be included on the printed agenda (one to go to Indianapolis to bring back the test prover and the other to travel to Mt. Vernon to inspect metered fuel trucks that deliver into Vanderburgh County). These involve no money out of the Commissioners' accounts; they would be coming out of their own account. He will pass these down for the Board's approval if they do desire.

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

United Way Campaign Drive: Mr. Abell said it is that time of year again to start up our United Way Campaign Drive. As last year, he thought it best to kick off the drive which should be taking place during a two week period in October. He will kick it off with a Proclamation. If the Commissioners so desire, we could read it into the record -- how we feel about United Way more or less -- and that we're seeking participation from all County employees. He will pass that down if the Commissioners want to read it -- or he can read it.

Commissioner Borries said, "Either way. I certainly want to support your efforts. I'm a real believer in United Way -- so I hope we can get a lot of participation this year."

Mr. Abell said we had a good year last year -- and it won't look as good this year; that's the bad thing about having a good one last year -- but we're going to strive to make improvements.

Mr. Borries said if we could just widen our participation a little more.

Mr. Abell asked if they wanted him to go ahead and read the Proclamation into the record. He subsequently passed it to Commissioner Borries, who said it basically says we're committed to United Way and we ask for support; it's a way to give and a way to care. He would move that the Proclamation be approved. Seconded by Commissioner Hunter. So ordered.

RE: COUNTY HIGHWAY - FRED HOWARD

Weekly Work Report: Mr. Fred Howard, Assistant County Highway Superintendent, stated that Mr. Morpew went home ill this morning; hence, he is here in his place tonight. He then distributed copies of the Weekly Work Report for period of September 16, 1994 thru September 22, 1994.....report received and filed.

Paving/New Harmony Way.: Mr. Borries queried Mr. Howard as to where we are with the paving program. He knows we have been paving because he received complaints that we didn't go far enough on Harmony Way. Mr. Howard said that is a contract project with Koester Contracting. The County crew is working on County Line West right now.

Underground Storage Tanks/Removal: Mr. Howard said they also got one of the 5,100 gallon gas tanks out of the ground at the County Highway today. Mr. Borries said he was contacted by a member of the media who, he guesses, we all get a little worried. There must have been one employee out there who didn't want them to film, etc. It's routine. It's part of the continual thing we've done. Frankly, every gas station in the City -- you have to pull those tanks out of the ground so, basically, that is what it was. He told them he certainly didn't personally have any objections to their coming out and filming it. There is nothing unusual about it, other than the fact that we haven't used the tanks for quite some time. We've been buying gas from Wannemuehler -- so we don't use them. Mr. Howard again stated Mr. Morpew went home ill this morning and he, personally, was out of the garage at the time -- but the employee told him about it. But we have nothing to hide out there. Mr. Borries agreed, saying it is just part of the ongoing remediation. If they come out and want to film it, that's fine with him.

RE: COUNTY ENGINEER - JOHN STOLL

Change Order/Waterworks Rd. Project: Mr. Stoll said he has a Change Order which closes out all of the contractual portion of the Waterworks Rd. job. All in all, the change order is for an increase of \$9,183.70. We had a series of under runs and over runs. Primarily, this over run is a result of the handrail and associated structure, which were not part of the original contract. So that is the vast majority of what this change order takes into account. But this does close out the contract portion and he would recommend approval.

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

Claim/J. H. Rudoloh/Waterworks Rd. Project: Mr. Stoll said he also has the claim for the contractual portion, which is in the amount of \$302,122.70 and he recommends approval.

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

Mr. Borries asked if Messrs. Stoll and Franklin are reviewing the claims on this project as they come in.

Mr. Stoll said they are. They got the documentation for the time and materials late last week and Dave is on vacation this week and he personally hasn't had a chance to look at it. Dave will be doing the majority of that. He will just have to compare his daily work records to verify each piece of equipment and each employee that was on the job with what is stated on the bill

and then take it from there.

Travel Request/Bill Higgins: Mr. Stoll said he has a request for Mr. Bill Higgins to travel to Lebanon, IN on October 12-13 for a highway safety conference sponsored by HERPICC.

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

Request for Sidewalk Waiver/Five Oaks Subdivision: Mr. Stoll said when this matter was brought up last week, the letter stated there were no sidewalks on Covington Heights Subdivision, which is adjacent to Five Oaks Subdivision -- that is why the sidewalk waiver was continued to this week. He has a copy of the minutes from May 16th of this year that state a 50% sidewalk waiver was approved for Covington Heights, but the developer was going to build sidewalks throughout the subdivision. He wasn't going to bond for the full amount of sidewalks, but he was going to put in all the sidewalks.

Mr. Borries asked that Mr. Stoll go through this again.

Commissioner Tuley said that the letter stated there were no sidewalks required in Covington Heights Subdivision, but there are.

Mr. Stoll submitted the May 16th minutes.

Both Commissioners Tuley and Hunter said they remembered the discussion on that.

Mr. Stoll continued, "So the letter was in error about sidewalks not being required in Covington Heights. They are required in Covington Heights. They were waived 50%, but the developer said he would put in all the sidewalk.

Mr. Tuley asked, "That was because of the bonding, was it not?"

Mr. Stoll confirmed that is correct.

Mr. Hunter said he sees no difference between the two subdivisions. Both have small lots. Granted, they may not have a school bus that turns around down there, but there will still be children who need to play out somewhere. He can't see requiring sidewalks for one and not the other. He then moved that the County require sidewalks in Five Oaks Subdivision as we did with the Elpers Subdivision, which is Covington Heights, which is roughly adjacent to Five Oaks Subdivision. Seconded by Commissioner Borries.

Mr. Stoll asked if they want sidewalks on one side or both sides.

Mr. Hunter said, "Both sides. That is what we required in the other one." The other Commissioners concurred. So ordered.

Paving/Harmony Way: Mr. Stoll said that with regard to the complaints received that we didn't go far enough with the paving on Harmony Way, we simply didn't have the money to pave any farther this year. The Commissioners may receive more complaints about this, he received some today.

Mr. Borries said, "Let me just say a little about that. You know there is no magic to this whole process. I can remember times in the 1980's where this County was able to pave close to 50 miles of road. And this year, because of some budget cutbacks we're now having, we've paved what -- ten miles?"

Mr. Stoll responded, "We have roughly four (4) miles on contract. I don't know how many miles the County Highway has done, but they've done quite a bit down in Union Township, so they have probably doubled what we've done via contract."

Mr. Borries said we're probably around twelve (12) miles then. He doesn't know if the Legislature is going to look at any kind of gasoline tax increase. It hasn't increased since 1985, but having served on some Legislative committees, he knows also, of course, the Governor's position on this -- but he would expect some movement on it and would ask this Board to seriously consider that -- because we are running out of options on what we can do in keeping this infrastructure up. We have achieved a level of County roads that probably few counties in this state could equal, in terms of the quality of the surface that we have.

Mr. Tuley said he agrees -- he travels quite a bit.

Mr. Borries continued, "But I will say this. It is not going to stay that way unless we're able to generate some more money to do this. So it's something we're going to have to seriously consider. I know you've had a watchful eye on it and, I mean, wherever he had to stop -- that's where we had to stop -- that's as much money as we had."

Mr. Stoll said, "On New Harmony Rd. we stopped Koressel, because we tried to pick up the highest volume portion of it."

Mr. Borries said, "What I told those people was that if we had the money we would try to get it for them next year."

Mr. Stoll said, "I told the lady who called today that we wanted to go all the way to County Line and wanted to do Koressel Rd. this year, as well -- but didn't have the money."

Mr. Tuley said, "You've got to do what you've got to work with."

USI Ribbon Cutting: Commissioner Borries said he appreciates Mr. Stoll's efforts at USI today. He knows that President Tuley was not able to attend because his father had open heart surgery -- but it was a very enjoyable event, even though it rained a bit.

Mr. Stoll interjected, "More than a bit."

Mr. Borries continued, "To finally see that project nearly completed (there is one ramp yet to be finished). If it doesn't rain for the next seventeen days we may be able to get that ramp in. But it is a good project -- good for the young people and all the people who use that university out there."

RE: CONSENT AGENDA

Employment Change Status: Mr. Tuley noted there was only one employment change status form, which came in late today, in Circuit Court (Matthew Mattingly). The employee was appointed and released the same day.

Ms. Mayo explained that was to pay the employee for one day left off the last payroll.

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

Mr. Tuley then entertained a motion concerning the Consent Items, as printed.

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

RE: SCHEDULED MEETINGS

Commissioner Tuley said a list of scheduled meetings is attached to tonight's agenda.

RE: OLD BUSINESS

Mr. Borries said Commissioner Fred P'Poole from the Indiana Department of Transportation was down today for the USI Ribbon Cutting. In view of last week's rezoning, he has also been gracious enough to say he will take a look at what all the State can do long the Lloyd Expressway but they, too, are not going to be flush with a lot of money. However, it is going to take a willingness to work together, since this intersection is one that will impact the State as well as local areas. Mr. Borries said he has also made contact with Mr. Buddy Downs of Ice Miller, Donadio and Ryan, who has represented this Board on many occasions concerning the various bonds -- that there might be a request coming for this Board to consider. It may be, frankly, the only way we are going to be able to widen Burkhardt Road at this time. But he thinks it is going to take close communication and cooperation and specifically with Ms. Zigenfus and EUTS because, as the local planning agency, they have to furnish the State numbers that need to be generated very quickly on the Lloyd Expressway so that the State can begin to take these under advisement and see if we can begin to work with them to get some commitments on a possible overpass at Burkhardt Rd. He also had to say to the Commissioner that in view of the overpass we opened today -- paid for by County funds over a State highway - - that he thinks we have done our part to improve what we could with regard to transportation on a State highway and we'll try to work out our part on Burkhardt Rd., but that the State or somebody is going to have to ante up there. But, again, it is critical that we hear from Ms. Zigenfus so they can be provided with accurate numbers on that particular intersection.

Mr. Hunter offered comments with regards to some 1991 figures, but the comments were inaudible because he was away from the microphone.

Mr. Borries said there was some discussion about how these numbers are generated and the validity of same. So maybe it is time to have EUTS -- since that is their mission -- to generate some new numbers here so they can justify an overpass in that area. He doesn't think there is anybody locally that would doubt that and he doesn't think there is any reason we couldn't generate that kind of information for the State.

Commissioner Hunter stated, "Mr. P'Poole also stated that he's try to put 'Boonville' back in Boonville-New Harmony."

Mr. Borries responded, "Did he? Good. He should have received the letter from us on that.

RE: NEW BUSINESS

Mr. Borries said we've had a request from the Pigeon Creek Greenway Committee to perhaps add some people from the Evansville Parks Foundation. The President-Elect is Mr. Pat Connor, a resident of Vanderburgh County, and affiliated with a local business. He would like to put his name in nomination for a position on the Pigeon Creek Greenway Committee. Seconded by Commissioner Hunter. So ordered.

President Tuley entertained further matters of business to come before the Board. There being none, he entertained a motion for adjournment. Motion to adjourn was made by Commissioner Borries, with a second from Commissioner Hunter. Meeting was adjourned at 6:32 p.m.

PRESENT:

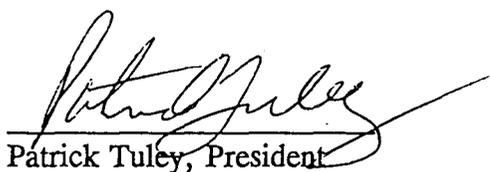
Patrick Tuley  
Richard J. Borries  
Don L. Hunter  
Alan Kissinger, County Attorney  
Cindy Mayo, Chief Deputy Auditor  
Mark Abell, Supt./County Bldgs.  
John Stoll, County Engineer  
Fred Howard, Asst. Highway Supt.

COMMISSIONERS MEETING  
September 26, 1994

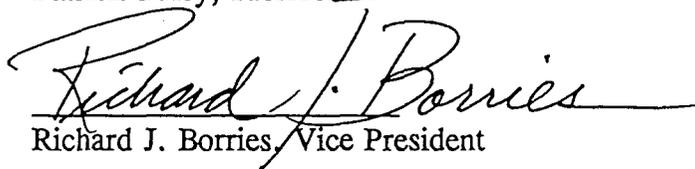
10

Cindy Mayo, Chief Deputy Auditor  
Mark Abell, Supt./County Bldgs.  
John Stoll, County Engineer  
Fred Howard, Asst. Highway Supt.  
Jerry Key/Mercy Ambulance  
Dr. John Heidingsfelder/Health Dept.  
Dr. Del Rio, Health Dept. Board  
Sam Elder, Director/Health Department  
Constance Block/Health Department  
Eric Williams/Deputy Sheriff  
Others (Unidentified)  
News Media

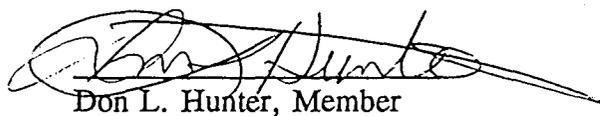
SECRETARY: Joanne A. Matthews



Patrick Tuley, President



Richard J. Borries, Vice President



Don L. Hunter, Member



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

RICHARD J. BORRIES  
DON L. HUNTER  
PATRICK TULEY

**AGENDA**

**VANDERBURGH COUNTY COMMISSIONERS  
September 26, 1994**

**5:30 P.M.**

1. CALL TO ORDER — 5:55 P.M.
2. INTRODUCTIONS ✓
3. PLEDGE OF ALLEGIANCE
4. ACTION ITEMS
  - A. Approval of Commissioner Minutes (9/12/94) DHRB
  - B. Any group/individual wishing to address the commission ✓
  - C. Open Bids:  
re: to perform title search services in connection with 1994 tax sales
  - D. Ordinance to Amend Chapter 72 of the Code of Ordinances  
\* Final Reading
  - E. Reappointment of Commissioner Borries to SWMH Board/3 year term — SCRIPT
  - F. Mercy Ambulance contract  
re: ready for signatures/contract price.....197,000.00
  - G. Dr. Heidingsfelder and Dr. Del Rio  
re: facility needs assessment study for the Health Department
5. DEPARTMENT HEADS
 

Alan Kissinger	-----	County Attorney	✓
Mark Abell	-----	Superintendent of County Buildings	✓
Bill Morpew	-----	County Garage	✓
John Stoll	-----	County Engineer	✓

6. CONSENT ITEMS

- A. Travel/Education  
\*\*Health (1) \*\*Pigeon Assessor (1) \*\*EMA (3) \*\*Perry Assessor (3)  
\*\*to be paid from their funds
- B. Employment Changes  
\*lists are in folders
- C. Council Call -- Weights and Measures (see enclosed information)
- D. Claims for payment:
  - (1) Given and Spindler.....\$ 2,380.00  
expenses per contract
  - (2) Ziemer Stayman Weitzel and Shoulders.....\$ 22.50  
legal services

7. Scheduled Meetings - List attached ✓

8. OLD BUSINESS ✓

9. NEW BUSINESS

10. MEETING ADJOURNED

DRAINAGE BOARD IMMEDIATELY FOLLOWING

# September 1994

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
4 247/118	5 248/117 Labor Day	6 249/116 12:00pm County Council Budget Hearing 4:00pm Exec. Session 5:30pm Commissioners	7 250/115 3:30pm County Council	8 251/114 Pay Day	9 252/113 Pay Day	10 253/112
11 254/111	12 255/110 3:30pm Dept. Head 4:30pm Solid Waste 5:30pm Commissioners	13 256/109 12:30pm County Council	14 257/108	15 258/107 5:00pm Pigeon Creek	16 259/106	17 260/105
18 261/104	19 262/103 4:00pm Exec. Session 5:30pm Commissioners 7:00pm Rezoning	20 263/102 9:00am Insurance Comm.	21 264/101	22 265/100 9:00am Steering Comm.	23 266/99 Pay Day	24 267/98
25 268/97	26 269/96 12:00pm USI Ribbon Cutting 4:00pm Exec. Session 5:30pm Commissioners 6:30pm Drainage Brd.	27 270/95	28 271/94 3:30pm Personnel & Finance	29 272/93	30 273/92	

August

S	M	T	W	T	F	S
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28	29	30	31			

October

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16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

# October 1994

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
2 275 / 90	3 276 / 89 3:30pm Dept. Head 4:00pm Exec. Session 5:30pm Commissioners	4 277 / 88	5 278 / 87 3:30pm County Council	6 279 / 86	7 280 / 85 Pay Day	1 274 / 91
9 282 / 83	10 283 / 82 Thanksgiving Day (Canada) Columbus Day 4:30pm Solid Waste 5:30pm Commissioners	11 284 / 81	12 285 / 80	13 286 / 79	14 287 / 78	15 288 / 77
16 289 / 76	17 290 / 75 4:00pm Exec. Session 5:30pm Commissioners 7:00pm Rezoning	18 291 / 74 9:00am Insurance Comm.	19 292 / 73	20 293 / 72 9:00am Steering Comm. 12:00pm PC - Technical 5:00pm Pigeon Creek	21 294 / 71 Pay Day	22 295 / 70
23 296 / 69	24 297 / 68 4:00pm Exec. Session 5:30pm Commissioners 6:30pm Drainage Bd.	25 298 / 67	26 299 / 66 3:30pm Personnel & Finance	27 300 / 65	28 301 / 64	29 302 / 63
30 303 / 62 Daylight Savings--set back 1 hour	31 304 / 61 Halloween 4:00pm Exec. Session 5:30pm Commissioners					

September

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November

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6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

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## Edmund L. Hafer Architect

Suite 604  
1 Riverfront Place  
20 Northwest First Street  
Evansville, Indiana 47708  
Telephone:  
(812) 422-4187

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September 14, 1994

Dr. John Heidingsfelder, M.D.  
Vanderburgh County Board of Health  
1 Northwest Martin Luther King, Jr. Blvd.  
Room 127  
Evansville, Indiana 47708

Re: Proposal for Professional Services  
Architectural Programming  
Vanderburgh County Board of Health

Dear Dr. Heidingsfelder:

Thank you for the opportunity to offer this proposal to work with you in developing an overall written program of your work place requirements. Developing a program is the process whereby the needs of a client are established. The ultimate purpose of the program is to serve as a guide, not only to the architect for the actual planning, but also to the client for the implementation and successful completion of the project.

The benefits of programming are not limited to the building project. Programming can have two direct benefits to the client. The first one is a functional, well conceived building. The second deals with a clients' goals or philosophy. In the process of developing the program, the client is compelled to take a good look at itself, define its purpose and evaluate functions in relation to its purpose.

The program, prepared in written form, conveys the goals and needs of the client in a language understood by both client and architect. These may include square foot areas, image, activity patterns, adjacencies, furniture or equipment needed, site information, required light levels, type of security, special needs, etc.

Edmund L. Hafer, Jr. A.I.A.  
Steven R. Pugh A.I.A.  
David G. Wills A.I.A.  
Robert L. Gerst A.I.A.

Rupert D. Condict A.I.A.  
Thomas W. Blythe A.I.A.  
Jeffrey A. Justice A.I.A.  
John I. Winiger A.I.A.

Bryan L. Carr A.I.A.  
Robin M. Bartelman A.S.I.D.  
Donald H. Austin, Jr. P.E.  
Charles T. Shaeffer P.E.

Dr. Heidingsfelder, M.D.  
Vanderburgh County Board of Health  
September 14, 1994  
Page Two

I believe Edmund L. Hafer and Associates is uniquely qualified to provide programming services for the Board of Health. Our firm has extensive experience in the overall programming of many building types including educational, commercial, institutional, and corporate facilities. We have recently completed programming for the following local groups:

Southern Indiana Gas & Electric Company  
CNB Bancshares  
Heart Care Center, Deaconess Hospital  
Henderson Union Rural Electric Cooperative  
Alcoa-Warrick Operations  
State of Indiana, State Office Building Addition  
Evansville Vanderburgh County Building Authority  
Therapeutic Recreation Facilities, Mulberry Center, Welborn Hospital  
Acordia of Evansville  
Red Spot Paint and Varnish Company

Our offices are located in downtown Evansville where we currently maintain a staff of twenty-two, including eight registered architects, two professional engineers and one registered interior designer. Our firm is continually honored by professional societies and others for the quality of our work. We believe our completed projects, our repeat clients and the acceptance by those who use our building's is testimony to the success of our abilities in programming and the design of quality environments.

If selected to work with you to develop a program for the Vanderburgh County Board of Health, I anticipate professional fees to be \$8,500.00. Furthermore, I recommend that the arrangement be structured as a not to exceed maximum of that amount, billed at our hourly rates. The following individuals will be assigned to the project:

David G. Wills, AIA  
Robin M. Bartelman, ASID

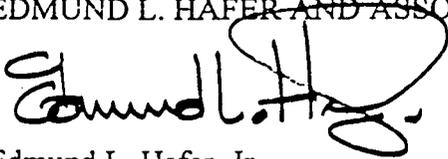
Their resumes are attached.

Dr. John Heidingsfelder, M.D.  
Vanderburgh County Board of Health  
September 14, 1994  
Page Three

Again, thank you for the opportunity to submit this proposal. Should you have questions, please feel free to call me at 422-4187. I would be happy to meet with you and your board to further discuss our qualifications, and similar programming experience.

Sincerely,

EDMUND L. HAFER AND ASSOCIATES

A handwritten signature in black ink, appearing to read "Edmund L. Hafer, Jr.", written over the typed name.

Edmund L. Hafer, Jr.

ELH/csf  
696

cc: Samuel T. Elder  
Dr. Maria Del Rio, M.D.

**RESUME**

**David G. Wills, AIA**  
**Project Architect**  
**Edmund L. Hafer Architect, Inc.**

- ❖ David Wills, a principal at Edmund L. Hafer Architect, Inc., has over seventeen years architectural experience including many projects for State and Federal governmental agencies. Mr. Wills' primary responsibilities consist of project administration, programming, planning and design.

**Relevant Experience**

**New Downtown Offices**  
Peoples Savings Bank  
Evansville, Indiana

**Mulberry Center**  
**Oak Park Professional Services Building**  
Evansville, Indiana

**Diamond Valley Station**  
U.S. Postal Service  
Evansville, Indiana

**Oak Hill Medical Center**  
Deaconess Hospital  
Evansville, Indiana

**Downtown Masterplan**  
Evansville, Indiana

**Aristokraft, Inc.**  
Jasper, Indiana

**Lutheran Church of Our Redeemer**  
Evansville, Indiana

**Deaconess Heart Center**  
Deaconess Hospital  
Evansville, Indiana

**Imaging Center**  
**Gateway Health Center**  
Deaconess Hospital  
Evansville, Indiana

**Research and Development Center**  
Red Spot Paint and Varnish Co.  
Evansville, Indiana

**Education**

Bachelor of Architecture, Ball State University - 1978  
Bachelor of Science, Environmental Design, Ball State University - 1978

**Registration**

Architect: Indiana  
NCARB

**Professional Affiliations**

American Institute of Architects  
Indiana Society of Architects  
National Trust for Historic Preservation

**RESUME**

**Robin M. Bartelman, A.S.I.D.  
Interior Designer  
Edmund L. Hafer Architect, Inc.**

- ❖ Robin Bartelman, Interior Designer at Edmund L. Hafer Architect, Inc., has over ten years of contract interior design experience including several projects for Fortune 500 Corporations. Robin's portfolio includes interior design experience in many specialized areas including hospitality, institutional, health care and corporate facilities. Ms. Bartelman's primary responsibilities include programming, space planning, interior finish and furniture selection and specifications.

**Relative Experience**

**Pharmaceutical World Headquarters**  
Bristol-Myers Squibb  
Princeton, New Jersey

**World Headquarters Executive Wing**  
Chrysler Corporation  
Highland Park, Michigan

**Lawrenceville Site Executive Wing**  
Bristol-Myers Squibb  
Princeton, New Jersey

**Centerline Auditorium**  
Chrysler Corporation  
Centerline, Michigan

**Adaptive Reuse**  
Evansville Association for Retarded Citizens  
Evansville, Indiana

**New Offices/Space Planning**  
Maddin, Weiner, Hauser, Wartell & Roth  
Southfield, Michigan

**Research and Development Center**  
Red Spot Paint and Varnish Co.  
Evansville, Indiana

**Lobby Renovation**  
St. Mary's Medical Center  
Evansville, Indiana

**Education**

Bachelor of Arts, Contract Interior Design, Purdue University - 1984  
Bachelor of Arts, Spanish - University of Southern Indiana - Fall 1994

**Registration**

NCIDQ, Registered

**Professional Affiliations**

Associate, American Institute of Architects  
Indiana Society of Architects  
Professional, American Society of Interior Designers

NOTICE  
ORDINANCE TO AMEND CHAPTER 72,  
SCHEDULE II, OF THE CODE OF  
ORDINANCES OF VANDERBURGH COUNTY

NOTICE IS HEREBY GIVEN that the Board of Commissioners of Vanderburgh County has scheduled Public Hearings with regard to the subject ordinance at 5:30 p.m. in Room 307, Civic Center Complex, Evansville, Indiana, as follows:

SECOND READING - Monday, September 19, 1994

FINAL READING - Monday, September 26, 1994

(Insert Attached Ordinance here)

ORDINANCE TO AMEND CHAPTER 72,  
SCHEDULE II, OF THE CODE OF  
ORDINANCES OF VANDERBURGH COUNTY

WHEREAS, traffic engineering studies have verified that traffic control signs are necessary at certain additional intersections within Vanderburgh County,

BE IT ORDAINED BY THE BOARD OF COMMISSIONERS OF VANDERBURGH COUNTY, INDIANA, AS FOLLOWS:

(A) Chapter 72, Schedule II (Stop Intersections), of the Code of Ordinances of Vanderburgh County, Indiana, is hereby amended to include the following locations as designated stop intersections. All vehicles are required to stop at one or more entrances to these intersections, as indicated below.

<u>ROAD NAME</u>	<u>ROAD THAT INTERSECTS</u>	<u>ROAD THAT STOPS</u>
Aspen Drive	Iroquois Drive	Aspen Drive
Nora Drive	North Pointe Dr.	Nora Drive
Churchill Rd.	Edinborough Road	Churchill Road
Harlaxton Road	Edinborough Road	Harlaxton Road
Churchill Road	Fox Hollow Road	Churchill Road(2)
Burch Park Drive	Churchill Road	Burch Park Drive
Fox Hollow Road	Heinlein Road	Fox Hollow Road
Country Lake Dr.	New Harmony Road	Country Lake Dr.
Upper W. Terrace Dr.	Key West Drive	Upr W. Terrace Dr.
Shannon Lane	Browning Road	Shannon Lane
Greendale Drive	Hunter Green	Greendale Drive
Forest Green	Hunter Green	Forest Green
Covington Drive	Hedden Road	Covington Drive
Wellton Drive	Covington Drive	Wellton Drive(2)
Clifton Drive	Covington Drive	Clifton Drive
Clifton Drive	Wethersfield Drive	Clifton Drive(2)
Clifton Drive	Hartford Place	Clifton Drive
Hartford Place	Hedden Road	Hartford Place
Gabes Drive	St. Wendel Rd.	Gabes Drive

(B) The designation of all other stop intersections listed in Chapter 72, Schedule II of the Code of Ordinances of Vanderburgh County shall remain in full force and effect, as previously adopted or amended.

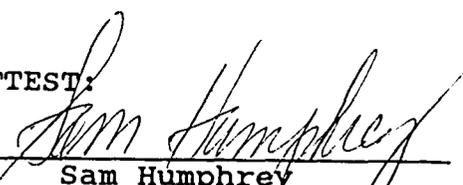
(C) This ordinance shall be in effect after it has been signed by the President of the Board of Commissioners of Vanderburgh County and after all necessary signs giving notice of the foregoing stop intersections have been posted in accordance with I.C. 9-2-3 and I.C. 9-21-4.

(D) Any violation of this traffic schedule shall be punishable pursuant to the applicable section of Title 9 of the Indiana Code.

Date: 9-26-97

  
Patrick Tuley, President  
Board of Commissioners of  
Vanderburgh County

ATTEST:

  
\_\_\_\_\_  
Sam Humphrey  
Vanderburgh County Auditor

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Alan M. Kissinger  
Vanderburgh County Attorney





522 N. W. First Street  
Evansville, IN  
47708

# MERCY AMBULANCE

*When seconds count - count on Mercy people.*

812 421-6500  
FAX 812 428-2621  
1-800-888-9478

September 21, 1994

Ms. B.J. Farrell, Administrative Asst.  
Vanderburgh County  
Civic Center Complex  
1 N.W. Martin Luther King, Jr. Blvd.  
Evansville, IN 47708

Dear Ms. Farrell:

Thank you for your assistance in processing the 1995 Vanderburgh County ambulance contract. The enclosed copy has been modified to show the contract amount of \$197,000.

Please call me if you have any questions.

Sincerely,

  
Jerry Key  
Vice President

Enclosures: 1

### Agreement to Provide Services

This agreement is made and entered into effective the First (1st) day of January, 1995, notwithstanding the date executed by and between the Board of Commissioners of Vanderburgh County, Indiana (hereinafter referred to as the "Board"), and Mercy Ambulance, an Indiana Corporation with its principal place of business located at 522 Northwest First Street, Evansville, Indiana (hereinafter referred to as the "Provider").

#### RECITATIONS

1. The Board finds it to be in the best interest of the citizens of those areas of Vanderburgh County lying outside the corporate limits of the City of Evansville (hereinafter referred to as the "Service Area") to provide the availability of Emergency Medical Services (hereinafter referred to as "EMS") as defined by I.C. 16-1-39-2 to residents in the Service Area.
2. The Board believes that the availability of EMS be Paramedic Life Support as defined by the Indiana State Emergency Medical Services Commission and the Community Advanced Life Support Consortium established by Deaconess Hospital, St. Mary's Medical Center, and Welborn Baptist Hospital of Vanderburgh County, Indiana.

## AGREEMENTS

NOW THEREFORE, in consideration of the foregoing, and in consideration of the mutual promises and covenants hereinafter contained, the parties agree as follows:

1. The term of this agreement shall be from 12:01 a.m. on January 1, 1995 until 11:59 p.m. on December 31, 1995, provided that the Board shall have the right, if just cause exists, to terminate this agreement by written notification to the Provider, which termination shall be effective ninety (90) days after the date of such written notification. For the purposes of the agreement, "just cause" shall exist in favor of the Board if the Provider fails or refuses to perform the services which are the subject of this agreement with reasonable speed or professionalism or in the event the Provider breaches any term of the agreement.

Just cause shall also exist in favor of the Board if the Provider, or any employees of the Provider, in the course of providing the services contemplated herein, violates any of the laws of the State of Indiana or any political subdivision thereof, or in the event the Provider, or any employee thereof, commits any deceitful, fraudulent, or otherwise unlawful act.

Just cause shall exist in favor of the Provider in the event the Board fails to meet its monetary commitments herein made and in the event that the Provider has notified the Board of such

failure and given thirty (30) days written notice to the Board, during which thirty (30) days the Board shall have the right to cure any such failure or default.

In the event Provider fails to perform the covenants and conditions of this agreement, the Board shall have the right to give written notice of such default. If Provider does not cure the default within thirty (30) days after the written notice, the Board shall be entitled to cancel this agreement and shall have all other rights and remedies available to it at law or in equity.

In the event this agreement is referred to attorneys for enforcement, the prevailing party in any litigation, by judgement, settlement or otherwise, shall be entitled to recover its attorneys' fees and cost. Any dispute which arises under or by virtue of this agreement shall be determined according to the laws of the State of Indiana. The Vanderburgh Circuit and Superior Courts shall have the sole jurisdiction to hear and determine any such dispute.

2. The Provider agrees that during the term of this agreement:

A. Provider will furnish emergency paramedic ambulance services for residents of and visitors within the service area, operating seven (7) days a week, twenty-four (24) hours a day without interruption.

B. Provider shall respond to requests for service originating in the service area coming from the Evansville-Vanderburgh Central Dispatch through the 911 system. A paramedic ambulance shall arrive on the scene of each emergency call within thirteen (13) minutes of the time when the Provider knows the location, call-back telephone number, and the priority of the call (based on the presumptive medical condition) in ninety percent (90%) of the calls. The ninety percent (90%) test will be applied on a quarterly basis.

No requests for ambulance service shall be exempt from response time compliance calculations, or from late-run penalty deductions, except as follows:

1. Requests not resulting in a patient transport.
2. Requests during a period of unusually-severe weather conditions, such that response time compliance is either impossible or could be achieved only at a greater risk to the public than would result from delayed response;
3. Late runs resulting as a consequence of inaccurate or incomplete information obtained by Provider communication center, or by information relayed by Evansville-Vanderburgh County Central Dispatch to the Provider, during telephone questioning of a caller.
4. Requests during a declared disaster, locally or in neighboring jurisdiction, in which the Provider is

rendering assistance. During such periods, the Provider shall use best efforts to simultaneously maintain coverage within the City of Evansville and Vanderburgh County as well as provide disaster assistance.

5. In cases where multiple paramedic-capable units are dispatched to a single incident, the first-arriving paramedic unit shall "stop the clock," and response times of later-arriving units shall be excluded from response time statistics and late run penalties.

If the provider feels that a run or group of runs should be exempt from the response time stated above, Provider may state same in writing to the Board explaining its reasons for requesting such a waiver.

The Board shall have the final determination whether a run or group of runs shall be exempt from the response time standard.

No other causes of late response (e.g. equipment failure, vehicle accident regardless of origin, or other causes within Provider's reasonable control) shall serve to justify exemption from response time requirements. Representatives from Vanderburgh County or their designates, may periodically verify (by sampling technique) the accuracy of the Provider's response time reporting.

Failure to meet maximum response time on a per run basis will result in a penalty of \$10.00 per minute in excess of thirteen (13) minutes to a maximum of \$100.00 penalty per run.

Failure to meet the maximum response time 90% of the time in a given quarter will result in a \$5,000.00 reduction of that quarter's subsidy payment.

The Provider shall deduct all appropriate penalties from the quarterly invoice to the Board. The Provider shall provide the Board with a summary report of all penalties incurred for that quarter.

C. The Provider shall be entirely responsible for the furnishing and maintenance of its vehicles and on-board equipment, including, but not limited to, mobile radios and expendable supplies.

Provider shall have a communications system meeting all requirements of the law. Further, its ambulances shall meet the requirements set forth by law and State regulation, including, but not limited to, those requirements regarding sirens and warning lights.

Provider shall obtain all proper licenses and certifications as an "ambulance service provider" and shall also obtain proper licenses and certifications for each individual ambulance unit.

D. The Provider will use said equipment and personnel for the purpose of responding to calls for Emergency Medical Service by any person then located in the Service Area through any of the following sources:

1. Evansville-Vanderburgh County Central Dispatch;
2. The Indiana State Police;
3. The Sheriff's Department of Vanderburgh County, Indiana;
4. The Police Department of the City of Evansville, Indiana;
5. The Fire Department of the City of Evansville, Indiana;
6. Any Suburban Volunteer Fire Department for any Township in Vanderburgh County, Indiana;
7. The Emergency Management Agency of Vanderburgh County, Indiana.

The parties to this Agreement concur that Provider is to be given the exclusive 911 contract for the provision of ambulance services within the Service Area of the Board. This Agreement, however, is not intended to address non-emergency convalescent runs or runs requested through a seven digit telephone number to another provider.

All 911 calls are received by Evansville-Vanderburgh Central Dispatch and if the call requires medical response, it will be trunked to the Provider's Communication Center. Direct dispatching of all 911 calls to the ambulance will be the responsibility of the Provider.

This Agreement hereby establishes that the Medical Priority Dispatch System's (MPDS) Dispatch Life Support (DLS) is the standard of care for the communication center directly responsible for ambulance dispatching in Vanderburgh County for 911 calls.

Therefore, Provider's System Status Controllers shall be certified and possess field experience as an EMT or Paramedic in addition to Advanced Emergency Medical Dispatcher (EMD) and System Status Management (SSM).

To initiate pre-hospital care at the time the call is received and to assure a rapid dispatch of the appropriate resources the Provider shall utilize Pre-Arrival Instructions (PAI) to 911 callers, when appropriate, employing Medical Priority Dispatching Protocols, as promulgated by the NAEMD.

E. The Provider shall provide for all personnel, manpower, and supervision for advanced life support service and maintenance and repair service provision. Provider shall utilize peak-load staffing schedules in order to keep the cost of operations to a minimum. All personnel will meet certification requirements as

required for certification by both the Indiana State Emergency Medical Services Commission and the Community Advanced Life Support Consortium of Vanderburgh County, Indiana.

Provider shall be entirely responsible for staffing needs, shift scheduling, hiring, firing, and disciplining of employees, wages and compensation of employees, including fringe benefits, any and all withholdings, payroll and corporation taxes, and other aspects of the company business.

Provider's employees shall perform in a professional and courteous manner. These employees shall follow the medical protocol as drafted by Consortium, including, but not limited to, "Algorithms for Evaluation of Pre-Hospital Care."

Provider shall maintain a program of medical audit and quality assurance in conjunction with the Consortium. The quality assurance program will include, but not be limited to, routine and random audits by the Chief Medical Officer for review and recommendation on problem trends in paramedic skills, monthly meetings to receive findings and decisions from the Chief Medical Officer, Chief Medical Officer approval of in-service training schedules, new employee orientation requirements, and recognized medical priority dispatch protocols.

Provider shall maintain a program of continuing medical education and in-service training in conjunction with the

Consortium. Provider shall make all efforts to provide such training in a manner to keep operational costs down.

Provider shall require the following minimum number of hours for continuing education per year for each level of medical training:

EMT.....24 Hours  
Paramedic.....60 Hours  
Emergency Medical Dispatcher.....16 Hours

Provider shall also require annual completion of OSHA-required programs, including but not limited to hazardous materials and infection control, and an annual CPR recertification from a nationally recognized program.

The Provider recognizes the Board's belief that paramedic services within the County should be provided by ambulance personnel who exceed the minimum standard and must additionally be trained in Basic Trauma Life Support. At least one Paramedic on each responding vehicle must also be trained in Advanced Cardiac Life Support, Pediatric Advanced Life Support, and low forces All-Safe driving using in-vehicle driving computers. The Provider shall meet these training standards. Provider agrees to meet any new clinical credential that is established during the term of this Agreement, without any additional cost to the Board.

In addition, the Provider agrees to pursue the National Registry of EMT paramedic certification by July, 1996.

It is understood that each ambulance will be staffed at a minimum with a State certified Paramedic and a State certified Emergency Medical Technician for providing routine coverage under the provisions of this agreement.

Provider system status controllers shall be certified at a minimum as Advanced Emergency Medical Dispatchers and System Status Managers. Provider agrees to meet any new credential that is established during the term of this Agreement, without any additional cost to the Board.

F. Professional and courteous conduct shall be required by the Provider and its officers and agents at all times. Provider agrees to take appropriate disciplinary actions against its agents, employees, and ride-alongs upon receipt of complaints received by the Provider or the Board. Provider agrees that Vanderburgh County Sheriff's deputies and fire fighters, who are often on the scene of an emergency situation as first responders, will be treated in a professional and courteous manner.

3. It is understood and agreed that the Provider enters into this agreement as an independent contractor of the Board and shall in no way or manner represent or cause others to believe that the

Provider is an agent of the Board or an officer, employee or official of Vanderburgh County.

4. For the purposes of this Agreement, it is presumed that Provider may have on the ambulance, or at its place of business, persons who are not agents or employees. These persons shall be designated as ride-alongs.

5. The Provider will have in effect at all times a binding agreement, a copy of which will be provided to the Board, with the Community Advanced Life Support Consortium of Vanderburgh County, Indiana or an appropriate supervising and sponsoring hospital approved by the Indiana State Emergency Medical Services Commission.

6. Maintain in effect and in full force during the term of this agreement or any extension or renewal thereof, insurance coverage in the types and amounts required by laws of the State of Indiana and/or the rules and regulations of the State of Indiana Emergency Medical Services Commission. Provider shall, within thirty (30) days of this agreement, and thereafter upon the reasonable request of the Auditor of Vanderburgh County, provide documentation which establishes compliancy with this paragraph.

In addition, Provider shall hold the County of Vanderburgh, the Board, and all elected and appointed officials and employees of Vanderburgh County, and all of their agents, officers, attorneys, designates, heirs, and assigns, harmless from, and indemnify them for, any and all losses or damages recovered by judgement or compromise with respect to any person or property due to accidents, injuries, or damages suffered by such persons or properties due to the negligence, willful, or wanton misconduct or lack due care of the Provider or any of the Provider's employees in the course of providing services which are subject of this agreement.

7. At any time when the Provider is rendering services contemplated by this agreement, Provider shall be subject to the jurisdiction and direction of the Sheriff of Vanderburgh County, Indiana, and his duly appointed deputies if the Provider arrives at a site where said Sheriff or his duly appointed deputies are acting in an official capacity; provided, however, that Provider shall have the unrestricted discretion and authority in caring for sick or injured persons and the unrestricted discretion in determining the order of removal of such sick or injured persons from the scene.

8. For services so rendered, Provider agrees to bill it's usual and customary charges in effect at the date service is provided to persons in the Service Area.

9. The Provider is soley responsible for collection of fees for services rendered under this agreement. All billings for services rendered by the Provider shall be processed and sent by and through the Provider as part of this contract for no additional consideration. Provider shall have the obligation to pursue reimbursement for such services from the party or parties responsible thereof in a humane manner and in compliance with the Fair Debt Collections Practices Act. In the event that the party or parties responsible for the services so rendered by the Provider have not paid the subject obligation before the third billing, Provider may include a letter prepared and provided by the Board's attorney addressed to the responsible party or parties, with its mailing of the third statement. In addition, Provider will make available a subscription/membership program to allow individuals a low cost alternative in dealing with the cost of ambulance service.

10. Provider shall not be required to accept Medicare assignment in respect to services rendered under this contract.

11. Within forty five (45) days of the close of each calendar quarter, the Provider shall furnish to the Board a statement of income and expenses with respect to the maintenance and operation of the emergency medical services which is subject to this agreement for the last preceding calendar quarter.

This quarterly report shall disclose:

- A. total income of Provider during the applicable period from all operations of equipment and personnel under this contract;
- B. total operating expenses attributed to all operations of the equipment and personnel designated to be employed by the Provider under this contract including expenses incurred as a result of Provider's private employment of said equipment and personnel;
- C. operating expenses attributed solely to the operations of the equipment and personnel experienced by the Provider under this contract, shall then be determined according to generally accepted accounting principles, consistently applied and acceptable to the Indiana State Board of Accounts so as to show an apportionment of the total expenses to the operations of Provider under the terms of this contract based upon a ratio comparison of

Provider's operations of the subject equipment and personnel under this contract ("County Runs") to Providers operations of the same equipment and personnel for its private purposes ("Private Runs and City Runs").

The Board or its duly appointed representatives shall have then a period of thirty (30) days within which to examine into the accuracy of said report. In the course of examining said report, the Board shall have access to all of the financial records, journals of the Provider at all reasonable times.

In the event the quarterly statement reveals an operating loss by the Provider with respect to services provided under this agreement, and in the event said statement of operating loss is accepted by the Board, the Board shall thereupon reimburse the Provider for said operating loss; provided, however, that the Boards's obligation to reimburse the Provider for such operating loss shall be limited to a total reimbursement during the calendar year 1995 in the sum of One Hundred Ninety Seven Thousand Dollars (\$197,000.00).

It is further agreed that in the event an operating profit is realized by the Provider during the term of this agreement, the Provider shall, within forty-five (45) days after the expiration of the term of this agreement, pay over such profit to the Board to the extent, and only to the extent, that the Board has

previously reimbursed the Provider for operating losses during the term of this agreement. Any excess profit shall then be applied to offset operating losses in any subsequent calendar quarters prior to any request from the Provider for reimbursement for operating losses in such subsequent calendar quarters.

12. The parties understand and agree that the Provider will use all emergency medical service vehicles and personnel at the Provider's disposal for services not included under the terms of this agreement in providing service to the City of Evansville and for private calls.

13. The Provider is authorized under the terms of this agreement to provide an ambulance subscription membership program to the residents in the Service Area.

14. It is understood by the parties that, pursuant to law, the Suburban Fire Departments shall remain the entities designated for owning and maintaining equipment and providing skills and services necessary in cases of extrication and shall respond with Provider, as needed. The Suburban Fire Departments shall maintain duties as first responder. Personnel of the Suburban Fire Departments shall operate as first responders. The Provider may call the Suburban

Fire Departments for secondary response, if additional manpower is needed.

At no additional cost to the Board, provider will assist in development of the first-responder system by providing the items below, including, but not limited to:

- a. entry-level and in-service training,
- b. paramedic assistant program
- c. automatic external defibrillation training,
- d. on-scene medical equipment exchange program,
- e. prompt return-to-station, as demand levels allow,
- f. on-scene medical surveillance for the Vanderburgh County Sheriff's Department and the Suburban Fire Departments as requested on calls such as hazardous materials responses and structure fires. Medical standby for training drills will require a forty-eight (48) hour advanced notice for coverage or if no notice is provided then coverage will be provided as demand levels allow.

15. Mutual Aid Agreements. Provider shall establish mutual aid agreements with local basic life support providers and regional advanced life support providers for support and transport in disaster situations and as required to meet the conditions of this agreement. Upon contract execution, copies of existing mutual aid

agreements shall be provided to the Board. Any further agreements shall be jointly agreed upon by the Emergency Management Advisory Council (EMAC) and the Provider, subject to the approval of the Medical Director, and final signed copies shall be forwarded to the Board.

16. Disaster. The Provider shall be aware of and shall interface with the Evansville-Vanderburgh County Emergency Operations Plan, particularly in the aspects regarding the treatment and removal of the sick and injured patients. During such periods, either in the Service Area or in regional areas, the Provider shall be released from the response time performance requirements, including late run penalties, until notified by the Evansville - Vanderburgh County Emergency Management Agency Director that the disaster assistance may be terminated. Any internal disaster plans, shall be jointly agreed to by the EMAC and the Provider, subject to the Medical Director's approval, and final copies shall be provided to the Board.

17. Reports. For all calls that exceed the response time requirement of this agreement, the Provider shall submit a quarterly report to the Board within thirty (30) days following the close of the calendar quarter. This report shall include a general summary of the facts, the cause of the extended response

time, and what action has been taken by the Provider to reduce response time in similar circumstances in the future.

18. This agreement may be executed in multiple counterparts, each of which when so executed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument notwithstanding the actual date of the execution thereof.

19. If any provision of this agreement or the application of such provision to any person or circumstance is held invalid, the remainder of the agreement in the application of such provision to persons or circumstances other than those as to which the same has been held invalid, shall not be affected adversely thereby.

20. This agreement may be modified only by an agreement in writing executed by all the parties hereto. This agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, personal representatives, successors and assigns, subject, however, to the restrictions against assignment as provided for hereinabove. The waiver by any party of a breach of the provisions shall not operate or be construed as a waiver of any subsequent breach hereof.



or to such other addresses as the parties may, by like notice, from time to time designate.

This agreement constitutes the entire understanding and agreement between the parties, and supersedes all prior oral or written understandings, agreements or contracts formal or informal between the parties hereto. The effectiveness of this contract is expressly conditioned upon the enactment of a valid ordinance by the Board.

BOARD OF COMMISSIONERS OF VANDERBURGH COUNTY, INDIANA

BY: *John Duley*

DATE: *April 26, 1994*

MERCY AMBULANCE

BY: *Jeffrey Key*

DATE: *10/3/94*



BOARD of  
COMMISSIONERS  
of the County of Vanderburgh

RICHARD J. BORRIES

DON L. HUNTER

PATRICK TULEY

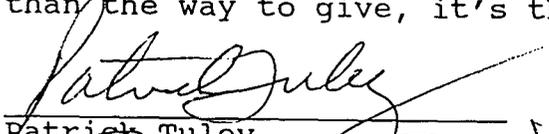
PROCLAMATION

WHEREAS, we, at the county, have earned an excellent reputation for caring about the community where we live and work. We are committed to being a good neighbor and to caring about people we pass each day in the halls or on the street -- many we may never meet

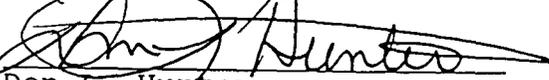
WHEREAS, United Way has a remarkable approach to fulfilling human needs. It is able to win the voluntary support of people from all walks of life, to match contributed dollars to local needs, and to be there when any of us needs help.

WHEREAS, as a government entity, it is up to us to muster the volunteer energy and financial support United Way needs to carry on its work. United Way is the best way we know of to help where help is needed most. So when we contribute, we are getting the best buy for our dollars.

THEREFORE, we are asking you to join us and support our annual United Way campaign. Let's show that the county knows United Way is more than the way to give, it's the way to care.

  
Patrick Tuley

  
Richard J. Borries

  
Don L. Hunter





September 26, 1994

Vanderburgh County Commissioners  
Civic Center  
Evansville, Indiana

RE: Surplus property commonly known as 802 Adams Avenue; Harrison Place - L.17-BL.1  
Tax Code # : 11-220-23-072-008

Dear Commissioners: Tuley, Boeries and Hunter:

Valley Watch submits this letter in lieu of personal appearance at tonight's meeting requesting that you issue a Quit Claim Deed on the above referenced property to Valley Watch, Inc. This is the same property we requested during and prior to the hearing you held on September 12, 1994.

Valley Watch has contracted the appropriate Title research and is currently ready to take possession of the aforesaid real estate when you issue the Quit Claim Deed for same in our name.

Certainly we appreciate your kindness in this matter and look forward to bringing this property back to its rightful condition in the community and the county.

Sincerely,

John Blair, president

- Approved  
9-26-94



Protecting the health and environment of the lower Ohio Valley

# Board of Commissioners

of the  
County of Vanderburgh  
303 ADMINISTRATION BUILDING  
CMC CENTER COMPLEX  
EVANSVILLE, INDIANA 47708



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



TEL. (812) 426-8241

## AGENDA REQUEST

NAME OF REQUESTOR: Loretta Townsend

REQUESTOR TITLE: Weights and Measures

DEPARTMENT: Weights and Measures

### REQUEST(S) BEING MADE:

To Appear before the County Council for transfer of funds

as attached.

*Approved  
9-26-84*

DATE TO BE PLACED ON AGENDA: As soon as possible

ACTION \_\_\_\_\_ CONSENT  OTHER \_\_\_\_\_

# REQUEST FOR TRANSFER OF FUNDS

DEPARTMENT: WEIGHTS & MEASURES DATE: 9/20/94

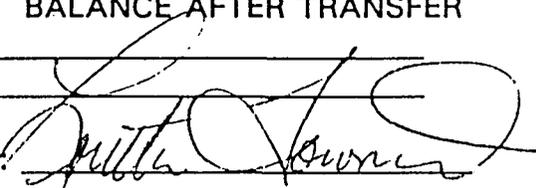
	<u>ACCOUNT</u>	<u>LINE ITEM</u>	<u>AMOUNT</u>
FROM:	<u>130.2-3130</u>	<u>TRAVEL</u>	<u>400.00</u>
	<u>130.2-3140</u>	<u>TELEPHONE</u>	<u>600.00</u>
	<u>130.2-3540</u>	<u>MAINTENANCE CONTRACTS</u>	<u>173.00</u>
	<u>130.2-3700</u>	<u>DUES</u>	<u>5.00</u>
	<u>130.2-3250</u>	<u>LAW BOOKS</u>	<u>50.00</u>
TO:	<u>130.2-2300</u>	<u>UNIFORMS</u>	<u>100.00</u>
	<u>130.2-4250</u>	<u>EQUIPMENT</u>	<u>1,333.00</u>

## **EXPLANATION OF NEED FOR REQUEST**

TO PURCHASE ADDITIONAL WEIGHTS, WEIGHT CART TO MOVE WEIGHTS FROM  
LOCATION TO LOCATION, ADDITIONAL SAFETY PYLONS ( SAFETY CONES)  
AND TO REPLACE STOP WATCHES OR ONE TEST MEASURE, IF MONEY ALLOWS.

BALANCE OF ACCOUNTS:

<u>ACCT. #</u>	<u>BUDGET</u>	<u>DISBURSE.</u>	<u>BALANCE</u>	<u>BALANCE AFTER TRANSFER</u>
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DEPT. HEAD: 



EVANSVILLE AUCTION  
2229 S. KENTUCKY AVE.  
EVANSVILLE, IN 47714  
PHONE (812) 425-4576

"Your Midwest Connection"

# WOLFE'S AUTO AUCTIONS, INC.

*Run With The Pack*



TERRE HAUTE AUCTION  
1601 MARGARET AVENUE  
TERRE HAUTE, IN 47802  
PHONE (812) 238-1431

MESSAGE TO MARK Abel

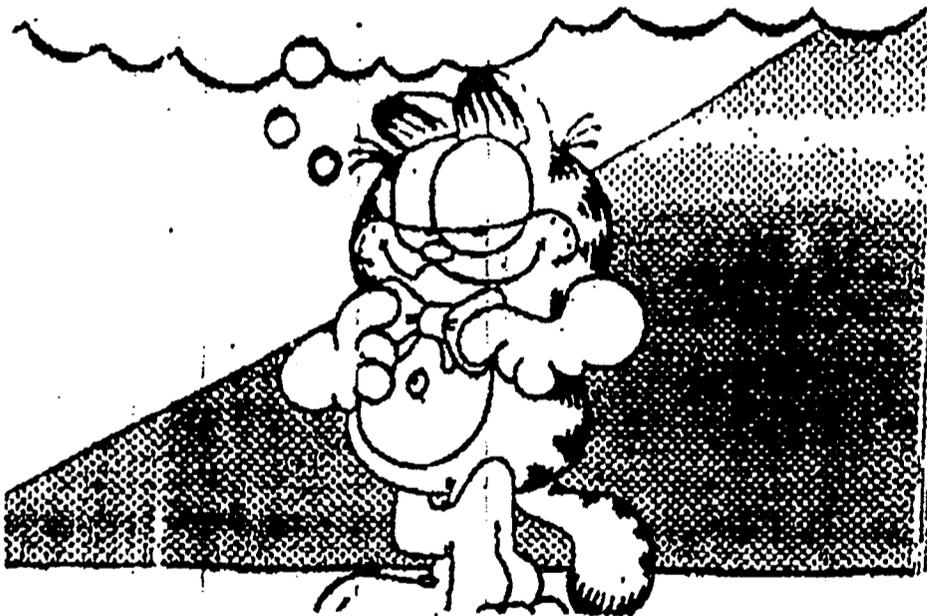
MESSAGE FROM Ray K

This is the list we have so far

Ray K

NUMBER OF PAGES (INCLUDING THIS PAGE) 2

JUST THE FAX!



# AUCTION LIST

VEHICLE NO	VEHICLE YEAR AND MAKE	S/N-
#248	1987 FORD CROWN VICTORIA	2FABP7299HX206492
#11	1979 FORD F100 TRUCK	F10BLEH 1395
#22	1979 FORD F100 TRUCK	F10BLEH 1396
#207	1988 CHEVY CAPRICE	191BL5170KR209570
#789	1965 C60 CHEVY TRUCK <sup>BOOM</sup>	C 63355179065
#24	1982 DODGE OMNI	1B3BZ18B0CD18282
#33	1983 CHEVY VAN- <sup>POLICE</sup> DEPT.	19CE925H7D718105
#201	1984 CHEVY CAPRICE	291AN69HXE9257173
#252	1987 FORD CROWN VICTORIA	2FABP72F1HX231331
#3	1979 FORD WINDOW VAN	E119HEF3012
	BLUE BUS - PLATE NO 46336	EX369
#15	1984 CHEVY CAPRICE	191AL69H0EH150456
#13	1974 FORD DUMP TRUCK <sup>F500</sup>	E50CVT 81714
MILTONS OIL CAB	1980 CHEVY CAPRICE	191AN69H50S132114

<sup>HIDDEN</sup>  
DEVE SHOP

435-5777

Robert W. Brenner  
9225 Heddon Road  
Evansville, IN 47711  
Phone: (812) 867-7681

September 9, 1994

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

RE: Sidewalk waiver for Five Oaks Subdivision

Dear Board Members,

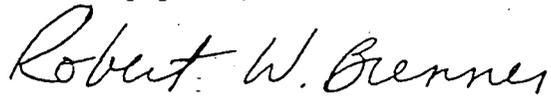
As the developer of Five Oaks Subdivision located on Heddon Road between Kansas and Millersburgh Roads, I am hereby requesting that the construction of sidewalks within this development be waived.

The reason for this request of waiver is based upon the low density of the proposed development and the surrounding area. The plan calls for twenty lots, sixty-five feet wide along a cul-de-sac. There will be no thru traffic.

No development in this general area has been required to have sidewalks. Examples include Covington Heights, and all sections of Green River Estates.

Your cooperation in this matter is greatly appreciated.

Sincerely yours,



Robert W. Brenner

cc: John Stoll, Vanderburgh County Engineer  
Morley and Associates, Inc.

VANDEBURGH COUNTY HIGHWAY DEPARTMENT  
PROGRESS REPORT

FRIDAY, SEPTEMBER 16, 1994 THRU THURSDAY, SEPTEMBER 22, 1994

FRIDAY, SEPTEMBER 16, 1994

Ten employees attended Defensive Drivers Training at the Union Hall.

Gradall and one crew ditched on South Weinbach.

Summer crew and mowers worked on Hogue Road and Boehne Camp.

Weed crew worked on Virginia and Vogel Road.

Grader and two trucks graded and rocked roads in the Bottoms.

One crew hung fence on adjacent property.

MONDAY, SEPTEMBER 19, 1994

Gradall and one crew ditched on W. Mill Road.

Paver, roller, distributor and seven trucks paved County Line West.

Pothole patcher and two crews worked at 3300 Red Bank Road.

Mower worked on Kern, Booker, Allens Lane and Hogue.

Summer crew worked on Virginia and Vogel.

TUESDAY, SEPTEMBER 20, 1994

Gradall and one crew worked on W. Mill Road.

Paver, roller, distributor and six crews paved County Line West.

Two patch crews and pothole patcher worked on work orders.

Mowers worked on Dixie Flyer and Old Henderson.

WEDNESDAY, SEPTEMBER 21, 1994

Paver, roller, distributor and six crews paved County Line West.

Gradall and one crew ditched W. Mill Road.

Two patch crews worked on County Line East and work orders.

Mowers worked on River Road, Waterworks, Heinlein and Baumgart.

One crew hung lights in the garage and prepared autos for auction.

THURSDAY, SEPTEMBER 22, 1994

Paver, roller, distributor and seven trucks paved County Line West.

Gradall and one crew ditched W. Mill Road.

Pothole patcher and two crews worked on work orders.

Mowers worked on Wimberg and St. Joe Ave.

One crew hung lights and moved cars for the auction.

VANDEBURGH COUNTY BRIDGE CREW  
PROGRESS REPORT  
FRIDAY, SEPTEMBER 16, 1994 THRU THURSDAY, SEPTEMBER 22, 1994

FRIDAY, SEPTEMBER 16, 1994

Crew #1 & Backhoe - break up concrete pad in back of shop.  
Four employees attended Defensive Drivers Training at the Union Hall.

MONDAY, SEPTEMBER 19, 1994

Crew #1, #2 & backhoe - put in field access south of 4100 Mesker Park Drive, finish cleaning ditch on Kleitz Road.  
Crew #3 - move guardrail on two bridge on Old Petersburg and trim and paint Old Petersburg.

TUESDAY, SEPTEMBER 20, 1994

Crew #1 - work in pipeyard in back of shop.  
Crew #2 - cut and paint Mohr, Old State, Mt. Pleasant and Allens Lane.  
Crew #3 - cut and paint St. George and Kratzville.

WEDNESDAY, SEPTEMBER 21, 1994

Crew #1, #2, & Backhoe - put in pipe and drop box on New Maple Road.  
Crew #3 - put signs on box culverts on Petersburg, cut and paint Browning, Schlensker, McCutchan and Seib Road.  
#3 School Road and Slate.

THURSDAY, SEPTEMBER 22, 1994

Crew #1 - finish up New Maple Road.  
Crew #2 - cut and paint Upper Mt. Vernon, Broadway, Schutte, and Peerless.



## VANDERBURGH COUNTY ENGINEERING DEPARTMENT

201 Northwest Fourth Street · Suite 307  
Old Vanderburgh County Courthouse  
Evansville, Indiana 47708 · Tel. (812) 424-9603

### Agenda for September 26, 1994

1. Waterworks Road change order for an increase of \$9,183.70 — *DH/RS*
2. Waterworks Road claim for J.H. Rudolph Co. in the amount of \$302,122.70
3. Travel request for Bill Higgins to travel to a HERPICC Highway Safety Conference in Lebanon, IN
4. Five Oaks subdivision sidewalk waiver request — — *Denial*  
*Require sidewalk both sides DH/RS.*

VANDEBURGH COUNTY ENGINEERING DEPARTMENT

Evansville, Indiana 47708

ACCNT NO: \_\_\_\_\_ PROJ.: Waterworks Road CONTRACT NO: \_\_\_\_\_

The following change(s) is(are) recommended. (Give loc., descr. and reason)  
Surface milling was deleted from agreement because existing pavement was too thin to mill  
considering application of live load pressure placed onto milled area by contractor's  
equipment, while removing existing pavement. Bituminous surface over-ran proposed  
quantity because of patching needed in designated work area on Inland Marina parking lot  
and extendend construction limits for overlay. (see back of sheet)

CONTRACT ITEM	UNIT PRICE	INCREASE		DECREASE		% OF CHANGE
		QUANT.	AMT.	QUANT.	AMT.	
Surface milling	\$6.00/syd			338 syd	\$2028.00	-100%
Bituminous Surface, #11MV	\$40/ton	99.7 tons	\$3988.00			+125%
Bituminous Binder, #9MV	\$35/ton			2.9 tons	\$101.50	-2%
Bituminous Base, MV	\$28/ton	88.9 tons	\$2489.20			+15%
Bituminous Tack Coat	\$0.25/syd			2737 syd	\$684.25	-55%
Borrow	\$8.00/cyd	1742 cyd	\$13,936.00			+35%
Common Excavation	\$5.00/cyd			606 cyd	\$3030.00	-27%
B-Borrow for str. backfill	\$10.00/cyd			259cyd	\$2590.00	-17%
Line paint;solid yellow 4"	\$0.25/1ft	336 1ft	\$84.00			+33%
CHANGE <u>DOES</u> / DOES NOT RESULT IN A CUM. CHANGE OF 20% TO ANY ITEM CONSTITUTING 5% OF THE ORIGINAL CONT.	TOTALS		\$20,497.20		\$8,433.75	
	NET	INCREASED	(this page only)+\$12,063.45		DECREASED	ESTIMATED COST \$ _____

Signed: David A. Franklin Title: Engineering Assistant Date: Sept. 26, 1994  
 NOTIFICATION AND CONSENT TO THIS CHANGE IN PLANS IS HEREBY ACKNOWLEDGED.  
 Contractor: J. H. RUDOLPH & Co, Inc By: Sam Rudolph Date: 9-22-94  
 Investigated and the following recommendations made: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS OF VANDERBURGH COUNTY, INDIANA

Patrol Jules  
 President  
Richard J. Boines  
 Vice-President  
[Signature]  
 Member

ATTEST:  
Sam Humphrey cm

VANDEBURGH COUNTY ENGINEERING DEPARTMENT

Evansville, Indiana 47708

ACCNT NO: \_\_\_\_\_ PROJ.: Waterworks Road CONTRACT NO: \_\_\_\_\_

The following change(s) is(are) recommended. (Give loc., descr. and reason)  
 Line paint; solid white 4" over-ran proposed quantity because of extended limits needed  
 for bituminous surface. Mulched seeding under-ran proposed quantity because I did not pay  
 contractor for all areas that were seeded, since grass seed failed to grow in some areas.  
 Top soil under-ran proposed quantity because contractor did not place it to full depth as  
 per INDOT specifications (this Amount reflected actual truck loads furnished).  
 (See back of sheet)

CONTRACT ITEM	UNIT PRICE	INCREASE		DECREASE		% OF CHANGE
		QUANT.	AMT.	QUANT.	AMT.	
Line paint; solid white 4"	\$0.25/1ft	16 1ft	\$4.00			+2%
Mulched seeding	\$1.00/syd			1738 syd	\$1738.00	-65%
Top soil	\$10.00/cyd			376 cyd	\$3760.00	-84%
Compacted Aggregate #53	\$11.50/ton	360 tons	\$4140.00			+30%
Rip rap revetment	\$15.00/syd			908.8 syd	\$13,632.00	-45%
Geotextiles under rip rap	\$1.75/syd			381 syd	\$666.75	-19%
Reinforced conc. pipe 96"	\$385.00/1ft			3 1ft	\$1155.00	-1%
Flap gate walkway w/railing	\$13,928.00/LSUM	1	\$13,928.00			+100%
CHANGE DOES NOT RESULT IN A CUM. CHANGE OF 20% TO ANY ITEM CONSTITUTING 5% OF THE ORIGINAL CONT.	TOTALS					
	NET	INCREASED		DECREASED		

(this page -\$2,879.75)  
 ESTIMATED COST \$ 9,183.70

Signed: David A. Franklin Title: Engineering Asst. Date: Sept. 26, 1994

NOTIFICATION AND CONSENT TO THIS CHANGE IN PLANS IS HEREBY ACKNOWLEDGED.

Contractor: J. H. P. ... By: [Signature] Date: 9-22-94

Investigated and the following recommendations made: \_\_\_\_\_

BOARD OF COUNTY COMMISSIONERS OF VANDERBURGH COUNTY, INDIANA

[Signature]  
 President  
[Signature]  
 Vice-President  
[Signature]  
 Member

ATTEST:  
[Signature] cm

TRAVEL REQUEST FORM  
FOR  
COUNTY OFFICIALS, DEPARTMENT HEADS AND EMPLOYEES

DATE OF REQUEST: Sept. 14, 1994 DEPARTMENT: Pigeon Township Assessor  
EMPLOYEE(S): Stephen Mohler, Real Estate Deputy

DATE(S) OF TRAVEL: November 30, 1994

DESTINATION: Vincennes, IN

PURPOSE: State Tax Board continuing education,

Attached  
Proof (Copy of brochure or letter) must be attached.

LODGING REQUIRED: No

MEANS OF TRAVEL: COUNTY VEHICLE NUMBER: \_\_\_\_\_

OTHER: Private

REIMBURSEMENT CLAIMED

Paid from Pigeon Township budget.		
<input checked="" type="checkbox"/> Mileage	<input type="checkbox"/> Parking	
<input checked="" type="checkbox"/> Per diem	<input type="checkbox"/> Registration	
<input type="checkbox"/> Air fare	<input type="checkbox"/> Other	

APPROVED: \_\_\_\_\_  
Department Head

APPROVED: David G. Foxgum  
Office Holder

APPROVED BY:  
VANDERBURGH COUNTY COMMISSIONERS this 26<sup>th</sup> day of September, 1994

Richard J. Borries  
RICHARD J. BORRIES, PRESIDENT

Patrick Tuley  
PATRICK TULEY, VICE-PRESIDENT

Don L. Hunter  
DON L. HUNTER, MEMBER

TRAVEL REQUEST FORM

FOR

COUNTY OFFICIALS, DEPARTMENT HEADS AND EMPLOYEES

DATE OF REQUEST: Sept 16 1994 DEPARTMENT: Health/Assist

EMPLOYEE(S): Neil Guilan

DATE(S) OF TRAVEL: Sept 27-29

DESTINATION: Jurkey Run State Park

PURPOSE: Assist Staff Retreat

Proof (Copy of brochure or letter) must be attached.

LODGING REQUIRED: Yes

MEANS OF TRAVEL

COUNTY VEHICLE NUMBER: \_\_\_\_\_

OTHER: \_\_\_\_\_

REIMBURSEMENT CLAIMED

<input checked="" type="checkbox"/>	Mileage	_____	Parking
<input checked="" type="checkbox"/>	Per diem	_____	Registration
_____	Air fare	_____	Other

No paid by local tax funds. Paid by govt or contract.

✓ MJB

APPROVED: Sam Elder  
Department Head

APPROVED: \_\_\_\_\_  
Office Holder

APPROVED BY: VANDERBURGH COUNTY COMMISSIONERS this 26<sup>th</sup> day of September 1994

Richard J. Borries  
RICHARD J. BORRIES, PRESIDENT

Patrick Tuley  
PATRICK TULEY, VICE-PRESIDENT

Don L. Hunter  
DON L. HUNTER, MEMBER

TRAVEL REQUEST FORM  
FOR  
COUNTY OFFICIALS, DEPARTMENT HEADS AND EMPLOYEES

DATE OF REQUEST: 9/26/94 DEPARTMENT: COUNTY ENGINEERING DEPT.

EMPLOYEE (S): BILL HIGGINS

DATES OF TRAVEL: 10/12/94 - 10/13/94

DESTINATION: LEBANON, IN

PURPOSE: HERPICK HIGHWAY SAFETY CONFERENCE

Proof (Copy of brochure or letter) must be attached.

LODGING REQUIRED: YES - 1 NIGHT

MEANS OF TRAVEL COUNTY VEHICLES NUMBER: 90

OTHER: \_\_\_\_\_

REIMBURSEMENT CLAIMED:

_____	Mileage	_____	Parking
<input checked="" type="checkbox"/>	Per Diem	_____	Registration
_____	Air Fare	_____	Other

APPROVED: John Stoll  
Department Head

APPROVED: \_\_\_\_\_  
Office Holder

APPROVED BY:  
VANDERBURGH COUNTY COMMISSIONERS this 26<sup>th</sup> day of September, 19 94.

Patrick Tuley  
Patrick Tuley, President

Richard J. Borries  
Richard J. Borries, Vice-President

Don L. Hunter  
Don L. Hunter, Member

TRAVEL REQUEST FORM
FOR
COUNTY OFFICIALS, DEPARTMENT HEADS AND EMPLOYEES

DATE OF REQUEST: 9/22/94 DEPARTMENT: PERRY TOWNSHIP ASSESSOR

EMPLOYEE(S): GLEN KOOB
JACQUELINE PAGE
KAREN SWARTZ

DATE(S) OF TRAVEL: 9/23/94

DESTINATION: VINCENNES UNIVERSITY LIBRARY

PURPOSE: STATE TAX BOARD CONTINUING EDUCATION TRAINING

SEE ATTACHED
Proof (Copy of brochure or letter) must be attached.

LODGING REQUIRED: N/A

MEANS OF TRAVEL COUNTY VEHICLE NUMBER: N/A
OTHER: PERSONAL VEHICLE

REIMBURSEMENT CLAIMED
[X] Mileage [ ] Parking
[X] Per diem [ ] Registration
[ ] Air fare [ ] Other

APPROVED: [Signature]
Department Head

APPROVED: [Signature]
Office Holder

APPROVED BY:
VANDERBURGH COUNTY COMMISSIONERS this 26th day of September, 1994

[Signatures]
Carolyn McClintock, President
PATRICK TULEY
Don Hunter, Vice President
Richard J. Borries, Member

TRAVEL REQUEST FORM  
FOR  
COUNTY OFFICIALS, DEPARTMENT HEADS AND EMPLOYEES

DATE OF REQUEST: 9/26/94 DEPARTMENT: Weights and Measures

EMPLOYEE(S): Loretta Townsend

Roy Paschall

DATE(S) OF TRAVEL: 9/28/94 return 9/29/94

DESTINATION: Indiana Dept. Weights & Measures - Indianapolis

PURPOSE: to bring back test prover

Proof (Copy of brochure or letter) must be attached.

LODGING REQUIRED: 9/28/94 2 rooms

MEANS OF TRAVEL COUNTY VEHICLE NUMBER: New truck no number  
OTHER: \_\_\_\_\_

REIMBURSEMENT CLAIMED

_____ Mileage	_____ Parking
<input checked="" type="checkbox"/> Per diem	_____ Registration
_____ Air fare	_____ Other

No travel ex pence will be on commissioners, we have money available

APPROVED: *Loretta Townsend*  
Department Head

APPROVED: \_\_\_\_\_  
Office Holder

APPROVED BY:  
VANDERBURGH COUNTY COMMISSIONERS this 26<sup>th</sup> day of September, 1994

*Patrick Tuley*  
PATRICK TULEY, PRESIDENT

*Rick Borries*  
RICK BORRIES, VICE PRESIDENT

*Don Hunter*  
DON HUNTER, MEMBER

# DEPARTMENTAL CORRESPONDENCE

Date 9/26/94

Subject \_\_\_\_\_

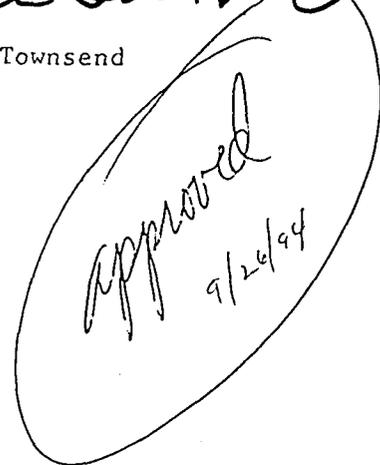
To Vanderburgh County Commissioners Dep't County Commissioners Office

From Loretta Townsend Dep't Weights and Measures

Roy Paschall and I will be in Mt. Vernon, Tuesday, September 27th for the purpose of inspecting the Wholesale Metered Fuel Trucks. All of these deliver into Vanderburgh County. We will have the Chevrolet Crew Cab and the states 100 gallon prover.



Loretta Townsend



# DEPARTMENTAL CORRESPONDENCE

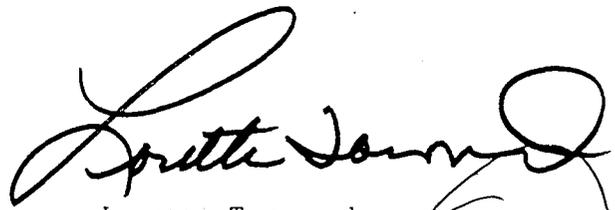
Date 9/26/94

Subject \_\_\_\_\_

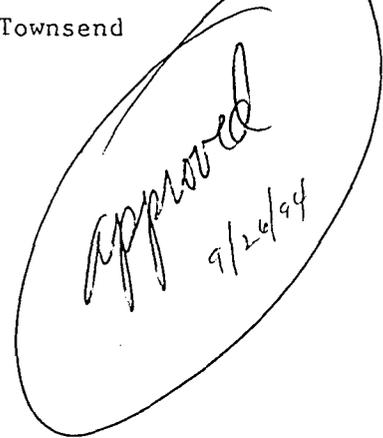
To Vanderburgh County Commissioners Dep't County Commissioners Office

From Loretta Townsend Dep't Weights and Measures

Roy Paschall and I will be in Mt. Vernon, Tuesday, September 27th for the purpose of inspecting the Wholesale Metered Fuel Trucks. All of these deliver into Vanderburgh County. We will have the Chevrolet Crew Cab and the states 100 gallon prover.



Loretta Townsend





Warrant No. \_\_\_\_\_  
Claim No. \_\_\_\_\_  
Date \_\_\_\_\_

IN FAVOR OF  
Vendor Name J.H. RUDOLPH  
Vendor No. 183

\$ 302,122.70  
ON ACCOUNT OF APPROPRIATION  
Dept. Fund Name CONTRACTS  
Account No. 203-3930

Allowed \_\_\_\_\_ 19\_\_\_\_  
In the sum of \$  
Richard J. Jones  
Richard J. Jones  
Richard J. Jones  
Board of Commissioners

Sept 26, 1994 \*  
John Field  
Signature of Office Holder

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.

\_\_\_\_\_  
Auditor

COST DISTRIBUTION — TO BE COMPLETED BY DEPARTMENT

INVOICE NO.	PURCHASE ORDER NO.	INVOICE DATE	ACCOUNT NO.	AMOUNT PAID
<u>41687</u>	<u>—</u>	<u>9/20/94</u>	<u>203-3930</u>	<u>302,122.70</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

\_\_\_\_\_ TOTAL 302,122.70





**EMERGENCY MANAGEMENT AGENCY  
EVANSVILLE, VANDERBURGH COUNTY**

Sherman G. Greer, Director  
Room 18, Civic Center Complex  
1 NW Martin Luther King, Jr. Boulevard  
Evansville, Indiana 47708-1839  
Telephone (812) 426-5602  
Fax (812) 426-5606  
TDD/Hearing Impaired (812) 426-5483



Jane Snelling  
Assistant Director

Lisa Patterson  
Administrative Assistant

MEMORANDUM

TO: MAYOR FRANK F. McDONALD II  
FROM: SHERMAN G. GREER, EMA DIRECTOR *SGG*  
DATE: SEPTEMBER 21, 1994  
RE: OUT OF TOWN TRAVEL, OCTOBER 3, 1994

I request your approval for out of town travel to Salem, Indiana (Washington County) to attend the EMA District Director's meeting. The purpose of this meeting is to discuss mutual agreements in Southern Indiana. Transportation and meals are the only foreseeable expense to the EMA.

With your approval I will be leaving Evansville at 4:00 P.M. and return at 10:00 P.M..

Thank You.

SGG/lp

cc: Pat Tuley, President County Commissioners  
Roger Lehman, EMA Advisory Council Chairman  
file

*Approved  
9-26-94*



## EMERGENCY MANAGEMENT AGENCY EVANSVILLE, VANDERBURGH COUNTY

Sherman G. Greer, Director  
Room 18, Civic Center Complex  
1 NW Martin Luther King, Jr. Boulevard  
Evansville, Indiana 47708-1839  
Telephone (812) 426-5602  
Fax (812) 426-5606  
TDD/Hearing Impaired (812) 426-5483



Jane Snelling  
Assistant Director

Lisa Patterson  
Administrative Assistant

### MEMORANDUM

TO: MAYOR FRANK F. McDONALD II  
FROM: SHERMAN G. GREER, EMA DIRECTOR *SGG*  
DATE: SEPTEMBER 20, 1994  
RE: OUT OF TOWN TRAVEL, SEPTEMBER 22, 1994

I request your approval for out of town travel to Jasper, Indiana to attend the EMA workshop. This meeting is required by state. The purpose of this meeting is to update all EMA counties about paperwork and any other new EMA requirements. The workshop will begin at 8:00 A.M. and end approximately 2:00 P.M..

Transportation by vehicle and per diem are the only foreseeable expenses of the EMA.

With your approval I will be leaving Evansville at 7:00 A.M. and return at 3:00 P.M..

Thank You.

SGG/lp

cc: Pat Tuley, President County Commissioners  
Roger Lehman, EMA Advisory Council Chairman  
file



## EMERGENCY MANAGEMENT AGENCY EVANSVILLE, VANDERBURGH COUNTY

Sherman G. Greer, Director  
Room 18, Civic Center Complex  
1 NW Martin Luther King, Jr. Boulevard  
Evansville, Indiana 47708-1839  
Telephone (812) 426-5602  
Fax (812) 426-5606  
TDD/Hearing Impaired (812) 426-5483



Jane Snelling  
Assistant Director

Lisa Patterson  
Administrative Assistant

### MEMORANDUM

TO: MAYOR FRANK F. McDONALD II  
FROM: SHERMAN G. GREER, EMA DIRECTOR *SGG*  
DATE: SEPTEMBER 21, 1994  
RE: OUT OF TOWN TRAVEL, OCTOBER 1, 1994

I request your approval for out of town travel to Mt. Vernon, Indiana. General Electric has asked us to participate in their safety fair from 10:00 A.M. to 6:00 P.M.. Transportation by of the Communications Command Post and regular EMA vehicle is the only foreseeable expense of the EMA.

With your approval I will be leaving Evansville at 9:00 A.M. and return at 7:30 P.M..

Thank You.

SGG/lp

cc: Pat Tuley, President County Commissioners  
Roger Lehman, EMA Advisory Council Chairman  
file



GE Plastics

General Electric Company  
1 LEXAN Lane, Mount Vernon, IN 47620-9364  
812-831-7000

9-20-94

General Electric has invited the  
EMA AND OVSARD TO PARTICIPATE  
IN THEIR SAFETY FAIR ON THE PLANT  
SITE IN MT. VERNON, IN. FROM 10:00 A.M.  
TO 6:00 P.M. SAT. OCT 1, 1994

Don Casper

# VAN DERBURGH COUNTY EMPLOYMENT CHANGES

Department

CIRCUIT COURT

*sd ay ch*

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION		SALARY		EFFECTIVE
136.1-1990	MATTHEW MATTINGLY	EMP# 04692	PART-TIME CORRECTION OFFICER		7.00	HR.	8-14-94 ✓
	<i>(TO PAY FOR 8/14/94)</i>						
	<i>- LEFT OFF LAST PAY BEFORE TERMINATED ON 8/13/94</i>						

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION		SALARY		EFFECTIVE
136.1-1990	MATTHEW MATTINGLY	EMP#04692	PART-TIME CORRECTION OFFICER		7.00	HR	8-15-94

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY

*Pimm*

DATE

*9-19-94*

JUDGE



**MINUTES  
COUNTY COMMISSIONERS MEETING  
OCTOBER 3, 1994**

**I N D E X**

<u>Subject</u>	<u>Page No.</u>
Meeting Opened @ 5:50 p.m. ....	1
Introductions & Pledge of Allegiance .....	1
Approval of Minutes .....	1 & 9
Data Processing/Approval of Contracts - R. Cappelletti ....	1
Purchasing Department/Lynn Ellis .....	1
Permission to Advertise for Bids for Expansion of LAN Computer System for Family Protection & Development	
County Attorney/Alan Kissinger .....	1
Superintendent of County Buildings/Mark Abell .....	2
Request from Reitz Baseball Booster Club to Purchase Surplus Property @ 400 Madison (app'd.)	
County Highway/Bill Morphew .....	2
Weekly Work Report Paving Program Harmony Way Jennings Lane Old Henderson Rd./Striping Four-Wheel Drive Vehicle	
County Engineer/John Stoll .....	3
Notice to Bidders/VC94-10-01/Tekoppel Avenue Notice to Bidders/VC94-10-02/Baumgart Rd. Ohio Street Bridge/Bernardin-Lochmueller appointed Consultant for Construction Engineering Request to Go on Council Call/Transfer of Funds from Pfeiffer Rd. Bridge to Baumgart Rd. Bridge Utility Agreements/Franklin Street Bridge (Estimated completion date of the Franklin Street Bridge is September of 1995) Contract Paving	
Voters Registration/Jon Hill .....	5
Commission approved List of Voting Places for 1994 General Election	
EUTS/Rose Zigenfus .....	6
Project Update/Eickhoff-Koressel and Franklin Street Bridge	
Ms. Zigenfus to provide Update at 1st Commission Meeting of each month	
Mill Rd./Issue put to rest by both City & County	
Lynch Rd. Project	
Consent Agenda (Approved, as amended) .....	8
Travel Request/County Clerk/State Meeting Voters Registration will also submit Travel Request to attend State Meeting County Treasurer's Report/August 1994	

Scheduled Meetings .....	9
(No Executive Session next week due to Solid Waste Meeting; County Council on October 5th)	
Old Business (none) .....	9
New Business (none) .....	9
Meeting Adjourned @ 6:11 p.m. ....	9

MINUTES  
COUNTY COMMISSIONERS MEETING  
OCTOBER 3, 1994

The Vanderburgh County Board of Commissioners met in session at 5:50 p.m. on Monday, October 3, 1994 in the Commissioners Hearing room with President Pat Tuley presiding.

RE: INTRODUCTIONS & PLEDGE OF ALLEGIANCE

President Tuley called the meeting to order, welcomed the attendees, introduced members of the County Staff (Mark Abell, Supt./County Buildings, County Attorney Alan Kissinger, Commissioner Rick Borries, himself, Commissioner Don Hunter, County Auditor Sam Humphrey and Joanne Matthews, the Official Recording Secretary for the Board.

Mr. Tuley subsequently 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. He did note that we again have the class from USI and he welcomed the group.

RE: APPROVAL OF MINUTES

Mr. Tuley said that Joanne Matthews handed him the minutes from last week's meeting with a note indicating if the Board will approve and sign the original minutes, she will prepare the index, add the attachments and run copies for distribution. He said he will pass the minutes along for perusal, beginning with Commissioner Hunter and the Board can approve them later in the meeting.

RE: DATA PROCESSING/APPROVAL OF CONTRACTS - RICHARD CAPPELLETTI

Mr. Richard Cappelletti was recognized and stated he has two items for signature. Both items have been approved by the Data Processing Advisory Board in their regular meeting of September 27. The first item is a contract with Advance MicroElectronics, Inc. for maintenance of our Hewlett-Packard printers. The second item is a request for approval and signature for a continuation of software maintenance contract with Software Partners 32 for two (2) software products tape system thruway. He does have sufficient funding in his budget for these items.

Motion to approve the request for approval of both contracts was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered.

RE: PURCHASING DEPARTMENT - LYNN ELLIS

Ms. Lynn Ellis was recognized and stated she has a request to approve advertising for bids for the expansion of the LAN Computer System for Family Protection & Development. Advertising dates will be October 6th and October 13th, with bid opening on October 24th.

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

RE: COUNTY ATTORNEY - ALAN KISSINGER

Having been recognized, Attorney Kissinger stated he is happy to report that he has nothing to report today.

RE: SUPERINTENDENT OF COUNTY BUILDINGS - MARK ABELL

Mr. Abell said he has only one thing to report and he will pass that down. It is a request from the Reitz Baseball Booster Club, a non-profit organization with the proper identification. They are requesting to purchase a piece of surplus property (400 Madison, to be exact) and they state they will assume the title obligations and code violations as they presently exists. They will accept all liabilities.

Attorney Kissinger said, "Based on our Ordinance, they are certainly eligible to make this request."

Motion was made by Commissioner Borries that the Reitz Baseball Booster Club purchase this building at 400 Madison, Certificate 188A. He will not go through all the Tax Code, but it is all here. (Letter attached hereto). Seconded by Commissioner Hunter. So ordered.

RE: COUNTY HIGHWAY - BILL MORPHEW

Weekly Work Report: Mr. Morpew distributed copies of the Weekly Work for period of September 23, 1994 thru September 29, 1994 .....report received and filed.

Paving Program: In response to query from Commissioner Borries, Mr. Morpew stated they are finishing the paving on County Line Rd. West. They are going to try to be finished with that this Friday. On Monday of next week they will be going to Melody Hills, providing the weather holds up.

Harmony Way: Commissioner Tuley asked if we're doing Harmony Way. Mr. Morpew stated that is a paving contract.

Jennings Lane: Mr. Borries said he had a letter and someone wanted to know if we were going to do any work on Jennings Lane. He doesn't know if that has been on our list or not. Mr. Morpew stated it has not been on the list and he did not put it on this year.

Old Henderson Rd.: Mr. Tuley stated he was down in the river bottoms and Old Henderson Rd. had a white stripe down one side. Did the City do that for us after we paved? Mr. Morpew said the Traffic Department (a joint City-County Department) are striping it. He doesn't know whether they ran out of paint that day or it was quitting time or what. Mr. Tuley said he noticed the river side of it was white striped, but he didn't see anything else done. Mr. Morpew again said he thinks they probably ran out of paint. It is quite a ways down. Mr. Hunter said it looks better than the job they did on Hillsdale. Mr. Morpew said the heater evidently wasn't working and it wasn't drying the paint as they went along. It stayed wet and the traffic going across it tracked yellow paint everywhere.

Four-Wheel Drive Vehicle: In response to query from Commissioner Borries as to the continuing saga with regard to the 4-wheel drive vehicle request, Mr. Morpew said this goes before Council Wednesday. He doesn't know how they are going to vote. Indications are they are going to approve it. Now, that's just an indication. He thinks we just have to wait to see what happens on Wednesday and he will be there.

Mr. Hunter said if Mr. Morpew is able to get that through, he may want to consider a career in politics.

Mr. Morpew responded, "Not me. I'll stand on the sidelines and watch."

Mr. Borries said he hopes we do hear some good things.

Mr. Morpew said he hopes it will go through, and Mr. Borries echoed these sentiments.

RE: COUNTY ENGINEER - JOHN STOLL

Notice to Bidders/VC94-10-01/Installation of Flapgate & Head Wall

Alteration for Tekoppel Avenue: Mr. Stoll said this is where the bent flapgate is down on the Tekoppel Avenue Extension Project. It has been unfinished for a couple of years now and we finally have a plan that is worked out and the Levee's engineer has approved what we're wanting to do here -- so we finally have a contract ready to go and he would recommend the Commissioners approve the Notice to Bidders.

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

Notice to Bidders/VC94-10-02/Rehab of Bridge #210 on Baumgart Rd.:

Mr. Stoll said this will consist of milling off the asphalt and putting the asphalt membrane tape down to try to prevent cracking, and then breaking up the existing slope walls under the bridge. He would also recommend that this Notice to Bidders be signed.

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

Ohio Street Bridge: Mr. Stoll said the Request for Proposals for the Ohio Street Bridge called for design right away and construction engineering. There has never been an official action as far as recommending Bernardin-Lochmueller to do the construction engineering, but it was called for in the RFP and he would just like to make it official. He recommends that Bernardin-Lochmueller be our consultant for the construction engineering on the Ohio Street Bridge.

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

Mr. Borries asked Mr. Stoll what the time table is on that right now.

Mr. Stoll said they are shooting for a February letting. We have two parcels or right-of-way that we're in the process of trying to acquire right now and there are still some funding questions that need to be resolved. He's been talking to Rose Zigenfus, as well as Steve Dilk at INDOT about the availability of Federal Bridge Funds -- so we're trying to get that worked out. Once that is all squared away -- since we only have two parcels of right-of-way, it should go fairly quick. This is two parcels, same owner.

Mr. Borries asked, "So we could go to construction as early as next year?"

Mr. Stoll said that is what we are shooting for.

Mr. Borries said that is good. The good thing about this plan, if he is correct on this, is that the new bridge will be built while we can still use the old one. Good.

Request to Go on Council Call/Transfer of Funds: Mr. Stoll said he would like to go on Council Call for the transfer of \$45,000 from Pfeiffer Rd. Bridge to Baumgart Rd. Bridge. This will basically cover the estimated cost of the Notice to Bidders the Commissioners just signed - - and we won't be doing the work on Pfeiffer Rd. this year, so that is why he is going to transfer from there.

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

Utility Agreements/Franklin Street Bridge: Mr. Stoll said these agreements are with the Water & Sewer Department and it is the same as the Ameritech agreements we signed off on a couple of weeks ago -- it basically just says their lines are going to be located on the bridge during

construction and that the contractor will try to avoid them. He would recommend the agreements be signed.

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

Mr. Hunter said he understands from Station WIKY that construction on that will start next week.

Mr. Stoll said they had a pre-construction meeting last Tuesday and the contractor stated they are shooting for starting construction on October 24th.

In response to query from Commissioner Borries as to our expected time frame on that -- and we're going to keep one lane open, of course -- Mr. Stoll said the estimated completion date is late September of 1995. Mr. Borries said that is good.

Mr. Stoll said this is all he has unless the Commissioners have questions.

Contract Paving: Mr. Borries asked, "John, contractually speaking on our paving program, are we finished with what we could afford to do? I know it wasn't a lot this year."

Mr. Stoll replied, "For the most part. New Harmony Rd. should be paved yet this week. They were sealing the cracks and putting the asphalt tape on the cracks through today and I believe they want to start paving either tomorrow or Wednesday. So that project should be pretty well complete by the end of the week. He guesses the only other thing we may end up doing, Bill Morphew told him that he believes he is going to get an appropriation in the Highway approved Wednesday, which would allow another \$50,000. If that is the case, then there is some additional work we could pick up in Melody Hills."

Mr. Borries said he had a call from a resident today along the Boonville-New Harmony Rd. and this person wanted to know what they could do to support our efforts to get the "Boonville" back up there. I told that individual I felt they should probably write the District Engineer or Commissioner P'Poole.

Mr. Stoll said since it was taken down by the District, he would suggest that perhaps Greg Curtis would be the one to contact in Vincennes, unless they did want to.....

Commissioner Hunter interrupted, saying it probably wouldn't be a bad idea to copy in Commissioner P'Poole, just to make sure the information doesn't get lost.

Mr. Stoll said that whenever he talked to one of the INDOT officials last week they told him the intent was that that was going to be temporary and they were going to put it back up once the road that went off Boonville-New Harmony that would eventually take you south to S.R. 62, then take you to Boonville. Once that was all opened up, then the Boonville is going back on - - but they didn't know the time frame on that.

Mr. Borries said someone pointed out to him that it didn't go to Boonville, and he told them that was not the point. Kentucky Avenue doesn't go to Kentucky -- there is a river in between. New York Avenue doesn't go to New York -- so that's not the point. The point is that that is the name of the road. Hopefully, we will get this thing resolved. But obviously the more citizen support we get on this the better off we are. So they probably should write the District Engineer, Mr. Greg Curtis, and send a copy to Commissioner Fred P'Poole.

Mr. Hunter asked if they could call Mr. Stoll's office and obtain the proper address. Mr. Stoll responded affirmatively. Mr. Hunter said he will call Gene Koch and suggest he might want to marshall his forces; he can marshall them from one end of the County to the other.

RE: VOTERS REGISTRATION - JON HILL

Mr. Jon Hill of Voters Registration was recognized. He stated, "Although my name is spelled wrong on the agenda, that's me."

Mr. Tuley said, "Oh, it is? Okay, we need to take that 'h' out of there."

Mr. Hill said, "Yes. I was so mean when I was a little boy that my Dad knocked the 'h' out."

In continuing, Mr. Hill said, "In the letter I sent to you, you can see that we reviewed these polling places after the question was made as to why we moved 4-2 down to the Lincoln Senior Center and that was an error. We were looking at the wrong precinct at the time -- so we do recommend that it goes back to Kennedy. We were looking at trying to get the most number of immobile people closer to a polling place. So we're going to recommend that you move 4-1, which is now voting at the Vanderburgh Auditorium, down to the Erie Homes office. They have a really nice place down there that is handicapped accessible and has plenty of parking. It is also closer to the largest number of people in the precinct who are -- especially down there -- immobile. A lot of them are immobile.

We moved 3-20 out of Hose House #8 last year during the Riverboat referendum because they were renovating it. It is finished and we'd like to move it back -- because it has been there for years and years.

Ward 5, Precinct 13 has been in Ivy Tech for the last couple of elections and they put it right in the middle of the Student Union Building and the students walk right past the people as they are voting and we felt that was a bad idea. Therefore, we'd like to move it up to Hose House #17. There is already a polling place there and there is plenty of room. It is on Mill Rd. -- just barely outside the precinct, but it's very easy for everyone to get to and a better location.

Commissioner Hunter asked Mr. Hill if people will be notified of these changes. Or, have they already been notified?

Mr. Hill said it will be advertised in the newspaper, of course.

Mr. Hunter asked, "You're not going to do any kind of a mailing?"

Mr. Hill responded, "No, not unless you want us to. If so, we can. It comes out of your mailing budget."

Mr. Hunter said he thinks their mailing budget has negative numbers at this point.

Mr. Hill said, "We discovered when we sent them out last time -- when we put all these places together and sent out the new cards to all of these people that we've gotten back a tremendous number of them marked 'undeliverable' by the Post Office; and of those that were delivered, probably 50% of the people called up and asked, 'What does this mean?' So we thought - put it in the newspaper; people will see it on the listing and they know where they live and they will be able to figure it out. And they call our office on election day to ask where to vote."

Mr. Borries asked, "Isn't there already another precinct voting at Ivy Tech, Jon?"

Mr. Hill replied, "Yes. But it is in a separate room. And when we put the second one there they didn't have any place to put it without the students coming through there."

Mr. Hunter asked, "Jon, are you and Suzie in sync with regard to all of these changes?"

Mr. Hill replied, "Yes. Suzie is Republican and she agrees."

Commissioner Tuley said, "When I didn't see her here, I kind of assumed you were in sync on these."

Mr. Hunter said he concurred -- but he wanted to verify this for the record.

Mr. Tuley said, "For the record -- that's fine."

Motion to accept the list of voting places, as submitted, was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: EUTS/PROJECT UPDATE - ROSE ZIGENFUS

The meeting continued with Mrs. Rose Zigenfus of EUTS being recognized.

Mrs. Zigenfus said she has a Project Update of Vanderburgh County projects for the Commissioners.

- 1) Eickhoff-Koressel -- For the section from S. R. 62 to S.R. 66, INDOT has approved the request for a Finding Of No Significant Impact, which is the FONSI on the Environmental. So that is one step out of the way. Also, revisions to Phase II of the Location Study Report have been made and the report has been resubmitted to INDOT for review. And that is the section from S.R. 66 to I-164.
- 2) Franklin Street Bridge -- As you know, there was a pre-construction meeting held on September 27th and construction should begin by the end of October. That is what we're looking for.

Mrs. Zigenfus said that is it for Vanderburgh County projects, unless the Commissioners have questions.

Commissioner Borries said, "Rose, as you know, there have been a lot of concerns and a lot of comments about Burkhardt Rd. -- S.R. 66 and Lloyd Intersection. I did have the opportunity of talking with Commissioner P'Poole when he was down here for the opening of the USI Overpass and he indicated that he literally has to rely on your department's numbers to look at information that would allow them to, again, make those decisions. So if there is any way in which your group could take on an immediate update to that, I think it would be most helpful. You know, when the Commissioner mentions that this is what he would like to see done, I really want to see that done -- because we will be making decisions along Burkhardt Rd. I think this Board clearly understands that we have responsibilities in that area and, of course, the City is going to have some responsibilities for whatever they are going to plan to do or not do along Burkhardt Rd. south of the Lloyd Expressway. But the Lloyd Expressway is clearly State responsibility and, you know, in talking with the Commissioner it was great to have him down to share in the joy really of getting this USI Overpass done -- but, frankly, I think from our County standpoint we've done as much as we can on State highways with that particular project. That was entirely funded -- except for a small portion -- by the State. So if an overpass is going to be built, my point is I believe that has to be the State's responsibility to do that. So whatever information they need to help on that decision, we really need to get that to them. And, hopefully, as he gets this information we can begin to get a meeting of some State officials. And I think perhaps with his involvement they will listen a little more carefully, since he is aware of the problem now and indicated that if he sees, again, what your statistics will do to set the table to demonstrate that there are some real needs there, that with the rezonings taking place that the needs are only going to grow. So would you please conduct that study of that intersection and, hopefully, it will demonstrate that there is a clear cut need for a grade separation in that area."

Mrs. Zigenfus said, "You're right -- and we'll give them whatever data we have or collect whatever he needs."

Commissioner Hunter said, "As kind of a follow-up on what Rick is saying, I mentioned to them last week, too, that you had done some technical work in 1991 and, in fact, forwarded it -- and I got a totally blank look from both Commissioner P'Poole (who probably wasn't around in 1991) and Greg Curtis, who definitely was around in 1991. So that is when I became extremely concerned that whatever had been done here had been lost in the shuffle, dropped through the cracks or whatever -- and I agree that we really need to work on this quickly and I suppose you know what they need -- and I hope we can get it to them real quickly."

Mrs. Zigenfus said, "Okay. We'll do it."

Commissioner Tuley said, "Let me interject and make sure -- did you say -- do you have information available right now?"

Mrs. Zigenfus replied, "Yes."

Mr. Tuley asked, "From when? How old is it?"

Mrs. Zigenfus said, "Well, we did it for the consultant for the sign-in project and we collected all that data for him."

Mr. Tuley said, "I'm sure that will help -- that's recent stuff."

Commissioner Borries said, "I just want to make sure we have it on the record that we'll do whatever it takes to satisfy the Commissioners here, because it's just going to be a critical intersection."

Mrs. Zigenfus commented, "Absolutely."

Commissioner Hunter said, "I think we have their attention right now, so we really need to keep pushing that."

Mill Rd.: Commissioner Hunter continued, saying, "I've received several letters with regard to Mill Rd. and they've not all been friendly. In fact, none of them are friendly. Is there some way we can put that to rest? Frank, the Mayor, has obviously decided he doesn't want to fool with it."

Mrs. Zigenfus replied, "As far as I'm concerned, it has been put to rest. I mean I got the letter from the Mayor which indicated he wanted all phases of that project ceased immediately and we've done that."

Commissioner Tuley said, "We'll echo the second part."

Commissioner Hunter said, "Anything the County has involved, we'll put it to rest, too."

Mrs. Zigenfus said, "That's fine."

Lynch Rd.: Commissioner Borries said, "We are proceeding on Lynch Rd. I know and in driving the Burkhardt Rd. area I've been looking and beginning to see the earth being moved near the Burkhardt Rd. intersection. I hope that your group will stay very close, too, to see what we need to do to make sure, I guess, the interchange is where it will all happen there."

Mrs. Zigenfus said, "The interchange is in the next phase, Rick, from Burkhardt Rd. to Warrick County."

Mr. Borries asked, "And as far as you know, everything within Warrick County in terms of the Warrick County commitments to do their portion of that project is still in place?"

Mrs. Zigenfus replied, "As far as I know things have not changed."

Commissioner Tuley asked, "Has that quietened down as well? Because one time I was getting a lot of lobbying by at least one individual about the section you're talking about."

Mrs. Zigenfus asked, "Where it narrows down to two lanes?"

Mr. Tuley replied affirmatively, saying he doesn't know whether they've just dropped their complaint or are waiting to see some more activity before they start raising cain again.

Mrs. Zigenfus said, "I haven't seen or heard anything since the public hearing."

Commissioner Hunter commented, "Something else that has come across our desk in the last few days is the abandonment by Norfolk-Southern of that track. And somewhere along the way I remember someone saying that that cloverleaf at Morgan and I-164 was a half cloverleaf because of railroad right-of-way. Is there any possibility that could be made a complete cloverleaf?"

Mrs. Zigenfus replied, "As far as I know, you're talking about a lot of expense on the State's part to do the rest of that as a full cloverleaf and I doubt seriously if they would do it since the partial is the problem. I don't know that they've looked at that, but it's a possibility."

Mr. Hunter said, "We're going to get a lot of flap on the two-way from Morgan to I-164. We sure got a barrage of it a few months ago. I don't know -- it was just a thought."

Mrs. Zigenfus said, "Well, they have a plan to widen Morgan; you're aware of that -- from the Interstate on east to Boonville."

Mr. Tuley said, "Rose, if you could plan your schedule to come in the first meeting of the month and talk to this Board -- that would keep everybody on board, instead of our having to try to make the different plan meeting, etc. -- because sometimes we don't get to attend -- then that would make it great."

Mrs. Zigenfus said she can do that and she is glad to be here.

Mr. Tuley said if Mrs. Zigenfus will just mark her calendar, the Commissioners will just plan on her being at the Commission Meeting on the first Monday of every month.

RE: CONSENT AGENDA

President Tuley entertained comments or questions concerning the Consent Agenda.

Travel Request/County Clerk: Mr. Hunter said he assumes it is necessary for both parties in the County Clerk's office to go to the State-called meeting?

Mr. Tuley said he was just looking at that and he thinks the Clerk needs to go and then the person in charge of the Election needs to go, as well.

Mr. Jon Hill interjected, "If you don't mind, I received a letter from David Maidenburg and it is mandated for the Clerk and the head of the Election Office to attend. They have also recommended that Voter's Registration attend because of the fact they are going to talk a great deal about the new National Voters Registration Act."

Mr. Tuley interjected, pointing out that these are State-called meetings.

Mr. Hill said the travel request for Ms. Kirk and himself is not on tonight's agenda, but it will be submitted.

County Treasurer's Report: Commissioner Tuley said that Joanne Matthews has also just reminded him that the County Treasurer's Report for period of August 1994 is to be added to the Consent Agenda for approval. This is just the routine report and he will distribute copies to each of the Commissioners for their perusal.

There being no further questions or comments, motion was made by Commissioner Borries that the Consent Agenda, as amended, be approved. Seconded by Commissioner Hunter. So ordered.

RE: APPROVAL OF MINUTES

President Tuley entertained a motion for approval of the minutes of September 26, 1994.

Motion to approve the minutes, as engrossed by the County Auditor, was made by Commissioner Borries. Seconded by Commissioner Hunter. So ordered.

RE: SCHEDULED MEETINGS

Commissioner Tuley said a list of Scheduled Meetings is attached to the meeting agenda. There's a County Council meeting on Wednesday. There will be no Executive Session next week due to the Solid Waste Meeting.

RE: OLD BUSINESS

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

RE: NEW BUSINESS

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

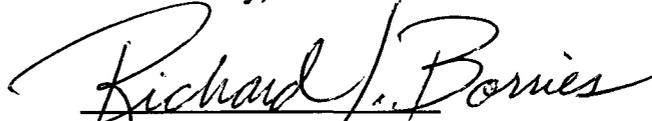
There being no further business to come before the Board at this time, President Tuley entertained a motion for adjournment. Motion to this effect was made by Commissioner Hunter. Seconded by Commissioner Borries. So ordered. Meeting adjourned at 6:11 p.m.

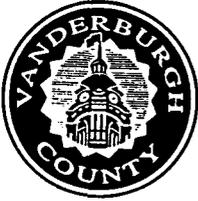
PRESENT:

Patrick Tuley  
Richard J. Borries  
Don L. Hunter  
Sam Humphrey, County Auditor  
Alan M. Kissinger, County Attorney  
Mark Abell, Supt./County Buildings  
John Stoll/County Engineer  
Bill Morphew/County Highway Supt.  
Jon Hill/Voters Registration  
Richard Cappelletti/Data Processing  
Rose Zigenfus/EUTS  
Lynn Ellis/Purchasing Department

Others (Unidentified)  
News Media

SECRETARY: Joanne A. Matthews

  
\_\_\_\_\_  
Patrick Tuley, President  
\_\_\_\_\_  
Richard J. Borries, Vice President  
\_\_\_\_\_  
Don L. Hunter, Member



BOARD of  
COMMISSIONERS  
of the County of Vanderburgh

RICHARD J. BORRIES  
DON L. HUNTER  
PATRICK TULEY

AGENDA

VANDERBURGH COUNTY COMMISSIONERS  
October 3, 1994

5:30 P.M.

*Revised*

**FINAL**

- 1. CALL TO ORDER — *5:30 pm*
- 2. INTRODUCTIONS
- 3. PLEDGE OF ALLEGIANCE ✓
- 4. ACTION ITEMS
  - A. Approval of Commissioner Minutes
  - B. Any group/individual wishing to address the commission
  - C. Richard Cappelletti/Data Processing ✓  
\*see attached
  - D. Lynn Ellis/Purchasing ✓ *DH/RS*  
\*see attached

5. DEPARTMENT HEADS

- Alan Kissinger ----- County Attorney ✓
- Mark Abell ----- Superintendent of County Buildings ✓
- Bill Morphew ----- County Garage ✓
- John Stoll ----- County Engineer ✓
- John Hill ----- Voters Registration ✓
- Rose Zigenfus ----- EUTS ✓

6. CONSENT ITEMS

- A. Travel/Education
  - \*Community Corrections (1)                   \*\*County Clerk (2)
  - \*to be paid from their funds               \*\*state called
- B. Employment Changes
  - \*lists are in folders
- D. Claims for payment:
  - (1) Given and Spindler.....\$ 2,983.21
  - expenses per contract
- E. Quietus # 16603/for telephone reimbursement.....\$ 109.55
  - \*for acceptance

7. Scheduled Meetings - List attached ✓

8. OLD BUSINESS

9. NEW BUSINESS

10. MEETING ADJOURNED

⊗

**VANDEBURGH COUNTY  
ENGINEERING DEPARTMENT**

**CONSENT AGENDA**

**OCTOBER 3, 1994**

1. CHECKS DEPOSITED:

Reimbursement from INDOT (into 203-4429)	\$ 3,813.66
Reimbursement from INDOT (into 216-3930)	\$20,685.99
Reimbursement from INDOT (into 203-3930)	\$12,099.77

2. CLAIMS:

OHIO ST. BRIDGE #3C 203-4345	
Bernardin Lochmueller (94-026-5(4))	\$ 384.63
Bernardin Lochmueller (91-068-1(27))	\$ 2,828.84

LYNCH ROAD EXTENSION 216-4827	
Bernardin Lochmueller (92-032-2(13))	\$48,090.06

USI & SR 62 430 BOND	
Bernardin Lochmueller (93-003-2(16))	\$43,589.31

⊗

# October 1994

SUNDAY

MONDAY

TUESDAY

WEDNESDAY

THURSDAY

FRIDAY

SATURDAY

275 / 90	276 / 89	277 / 88	278 / 87	279 / 86	280 / 85	281 / 84
3 3:30pm Dept. Head 4:00pm Exec. Session 5:30pm Commissioners	4 3:30pm County Council	5 3:30pm County Council	6 3:30pm County Council	7 Pay Day	8	1
282 / 83	283 / 82	284 / 81	285 / 80	286 / 79	287 / 78	288 / 77
9 10 Thanksgiving Day (Canada) Columbus Day 4:30pm Solid Waste 5:30pm Commissioners	11 12	13	14	15	16	17
289 / 76	290 / 75	291 / 74	292 / 73	293 / 72	294 / 71	295 / 70
16 17 4:00pm Exec. Session 5:30pm Commissioners 7:00pm Rezoning	18 9:00am Insurance Comm.	19 20 9:00am Steering Comm. 12:00pm PC - Technical 5:00pm Pigeon Creek	21 Pay Day	22	23	24
296 / 69	297 / 68	298 / 67	299 / 66	300 / 65	301 / 64	302 / 63
23 24 4:00pm Exec. Session 5:30pm Commissioners 6:30pm Drainage Brd.	25 26 3:30pm Personnel & Finance	27	28	29	30	31
303 / 62	304 / 61					
30 Daylight Savings--set back 1 hour	31 Halloween 4:00pm Exec. Session 5:30pm Commissioners					

September

S	M	T	W	T	F	S
	4	5	6	7	8	9
	11	12	13	14	15	16
	18	19	20	21	22	23
	25	26	27	28	29	30

November

S	M	T	W	T	F	S
	6	7	8	9	10	11
	13	14	15	16	17	18
	20	21	22	23	24	25
	27	28	29	30		

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department CENTER ASSESSOR

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY		EFFECTIVE
				HOUR		
11101990	ROBERTA MCKANNAN	4500 MEADOWRIDGE RD	PART TIME DATA ENTRY	5	00	9-30-94

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY

DATE

*[Signature]*  
9-29-94

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department Sheriff - Jail

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
105111300402	Cathi Titzer		Nurse	12 8293 26685 00	9-23-94

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY

DATE Sept. 30, 1994

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department VANDERBURGH COUNTY HWY. DEPT. 2010 02010

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
20101041	ERIC A. ACKER	2921 REE STREET 47714	LABORER	11 35	9-26-94
	RETURNED TO WORK FROM	LOA, WORKMAN'S COMP.			

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY William F. Mayhew DATE 9-26-94

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department VANDERBURGH SUPERIOR COURT

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
13701290	Sharon J. Hester		Court Reporter	33,618 00	9/26/94 ✓
		(Workmen's Comp. claim)			
		(She will be off from work approximately six (6) weeks)			

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY Wm D. Dettler DATE 9-30-94

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department

HEALTH: 213.0

*sh*

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY		EFFECTIVE

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY		EFFECTIVE
1460	Spainhoward, Kathryn L.	508 Princeton Court Evansville 47715	Clerk	14,691	00	10/1/94

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY

*Sam Alden*

Director

DATE 9/21/94

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department Sheriff *ad*

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
105011300207	Sheryl Brothers		Clerk/Typist	73730 1533600	9-26-94

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY *Ray Hamm*

DATE Sept. 30, 1994

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department Sheriff - Jail Misd. *ad*

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
278013602780	Jeffrey Worthington		Prob. Corr. Officer	9 5740 19914 00	9-20-94
27801750	" "		Other Clothing Allow		"

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY *Ray Hamm*

DATE Sept. 30, 1994

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department CIRCUIT COURT

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY		EFFECTIVE
5.0136Z-1990	MICHELE SMALL	EMP. #05532	PART-TIME CORRECTION OFFICER	7.00	HR	9-12-94 ✓
5.0136Z-1990	JOHN WETZEL	EMP. #05688	PART-TIME CORRECTION OFFICER	7.00	HR	9-12-94 ✓
5.0136Z-1990	DAVID WESTFALL		PART-TIME CORRECTION OFFICER	5.00	HR	9-12-94 ✓
5.0136Z-1990	ADAM STOCKER		PART-TIME CORRECTION OFFICER	5.00	HR	9-14-94 ✓

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY		EFFECTIVE
36.1-1980	MICHELE SMALL	EMP. #05532	PART-TIME CORRECTION OFFICER	5.00	HR	9-11-94 ✓
5.0136Z-1990	JOHN WETZEL	EMP. #05688	PART-TIME CORRECTION OFFICER	5.00	HR	9-10-94 ✓
5.0136Z-1990	TITUS TRASK	EMP. #05544	PART-TIME CORRECTION OFFICER	5.00	HR	9-2-94 ✓

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY [Signature]  
JUDGE, CIRCUIT COURT

DATE 9/28/94

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department BURDETTE PARK

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY		EFFECTIVE
14501750	NICHOLAS McCALLISTER		UNION	354	00	9-16-94 ✓
		(CLOTHING ALLOWANCE)				

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY		EFFECTIVE

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY Mark Tuley DATE \_\_\_\_\_

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department CIRCUIT COURT

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY		EFFECTIVE
36.1-1300	RONALD SCHINDLER		COUNSELOR	23,873	AN	10-17-94

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY		EFFECTIVE
136-1620	AMBER HAAS	EMP# 05486	LAW CLERK	18,981	AN	10-14-94

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY *[Signature]*  
JUDGE

DATE 9/29/94

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department ELECTION OFFICE

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY		EFFECTIVE
121-112	TAMMIE ISAACS	14045 MARTIN RD.	CLERK	6	00	9-26-94
121-112	CAROL PRIMM	805 S VILLA DR	CLERK	6	00	9-26-94

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY		EFFECTIVE

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY *[Signature]*

DATE 9-26-94

**DATA PROCESSING REVIEW BOARD**  
City of Evansville/Vanderburgh County  
Civic Center Complex, Room 205  
1 NW Martin Luther King Jr. Blvd.  
Evansville, Indiana 47708

**A G E N D A   R E Q U E S T**

**NAME OF REQUESTOR:** Richard Cappelletti

**REQUESTOR TITLE:** Director

**DEPARTMENT:** Data Processing

**REQUEST(S) BEING MADE:**

- (1) Request approval and signature for hardware maintenance contract with Advanced Microelectronics, Inc. for maintenance of Hewlett Packard Printers. Approved by Data Processing Advisory Board 9/27/94.
- (2) Request approval and signature for continuation of software maintenance contract with Software Partners/32 for Tapesys and Thruway products. Approved by Data Processing Advisory Board 9/27/94.

**DATE TO BE PLACED ON AGENDA:**

County Commissioners

Monday, October 3, 1994

Board of Public Works

Wednesday, October 12, 1994

**ACTION** \_\_\_      **CONSENT** \_\_\_      **OTHER** \_\_\_

# ADVANCED MICROELECTRONICS, INC. (AME)

## Service Agreement Terms & Conditions

### I) Service Responsibility

- A) AME will provide without charge, all parts (except tubes in monitors or terminals because of screen burn. Dead tube will be replaced.) and labor required to repair and maintain the products specified on the service agreement, at the location specified in the service agreement.
- B) All service and repair work provided under the agreement shall be performed at an AME service center or on-site by an approved AME representative. An AME technician will arrive at the customer's place of business within the response time specified on the front of this service agreement. The response time begins when AME receives a call requesting services at AME's central dispatching number, and the response time is concluded when the AME technician reaches the Customer's first check-in point.
- C) If maintenance requires replacement parts, any replacement parts will be provided on an exchange basis; exchanged parts become property of AME. Customers may keep any replaced part at an additional cost. Each part will be priced by AME when this is requested.
- D) All service and repair work shall be conducted during normal business hours of 8:00am - 5:00pm (local time zone) Monday thru Friday (excluding any locally recognized holidays) unless stated otherwise at the time the agreement commences. After hour labor charges would be AME's normal rate for labor in effect at that time, times one and one half. Parts would be at no charge for any machine covered under our normal service agreement.
- E) Network Coverage - Lan coverage for Novell networks in addition to services and limitations listed in service agreement terms and conditions.
- 1) All hardware support including workstations, file servers and printers with unlimited service calls.
  - 2) Support on four network topologies:
    - a. Arcnet
    - b. Ethernet
    - c. Token Ring
    - d. 10 Base T
  - 3) Novell Operating System Support: This includes all of the Novell operating system and functions. It does not include user applications that run on the Lan or in conjunction with the operating system, and it does not include a or installation of equipment, software, or additional features on the Lan.
  - 4) Cabling:

AME will repair a cable problem, as part of the Lan coverage, under the following conditions:

    - a. Faulty cable ends
    - b. Normal breaks or opens in cable.

AME will not repair cable problems under these conditions:

    - a. Cable runs through walls and to multiple floors.
    - b. Problems arising from negligent installation. AME will not correct a defective installation performed by another company. EXAMPLE: cable runs through or on fluorescent lights or incorrect cable grade.
    - c. Abuse - Cut or ripped cables and ends.
    - d. Fiber optic cables or ends.
  - 5) Backups - In the event of data loss, AME is not responsible for customer's data. It is the customer's responsibility to maintain reliable data backups, that include bindery, trustee, and user information.
- F) Any serial number covered by maintenance under this contract requiring (non-covered) service during the term of this contract may, at the customer's option authorize any items listed below in (I) A, B, C, D, E, F, G, H, I, or J at 33% discount from our normal labor rate in effect at the time of the service.

### II) Services Not Included

- A) Customer's data entry or data backup.
- B) Repairs due to causes other than normal use.
- C) Replacements for missing parts.
- D) Adding or removing accessories, peripheral equipment, attachments or other like devices.
- E) Service or replacement of covers, lids, ribbons, software, interior or exterior finishes.
- F) Service or repairs made necessary by an external cause including, without limitation, fire, theft, acts of God, negligence, misuse, abuse, misuse or malfunction of software.
- G) Performance of services not included herein shall be charged to customer in accordance with AME service rates and terms then in effect.
- H) General housekeeping, dusting, vacuuming and polishing.
- I) Any service call because of virus.
- J) Preventative maintenance of any kind.

### III) Renewal of service agreement.

- A) This agreement will automatically be renewed at the end of the contract period for additional one (1) year periods, unless either party provides the other party with written notice thirty (30) days prior to the end of the current term that the contract is not to be renewed.
- B) AME reserves the right to adjust the service agreement fee at any time after the initial term of the contract, by providing the customer written notice of the change. Customer may then notify AME at any time before the price change becomes effective that customer chooses to terminate the contract, effective the date the price change was to go into effect. If customer does not provide said written notice prior to the price change going into effect, the price change shall take effect on the date previously specified by AME.
- C) AME reserves the right to refuse renewal of any agreement.

### IV) General

- A) Customer may not assign or transfer the agreement without written consent of AME.
- B) In the event customer has any equipment serviced, repaired, or modified by any person other than an AME representative during the term of the service agreement without prior consent of AME, AME may, at its option, choose to delete that item of equipment from this service agreement or inspect the equipment at AME's normal labor rate, and possibly require repairs before AME will continue maintenance.
- C) In the event customer fails to pay any invoice of AME within thirty (30) days of the invoice date, AME may, at its option, refuse to perform additional services under this service agreement, until all past due invoices are paid. 1) AME is required to retain an attorney to collect any amounts owing on this service agreement, customer shall be responsible for the reasonable attorneys fee paid by AME and any other cost incurred to collect the account.
- D) Customer shall provide AME written notice, directed to the service manager at RJ Box 63L, Vincennes, Indiana, 47591 office of AME, of any problems which customer may have with AME's service. Customer may not initiate any legal action for breach of this agreement by AME, without first allowing AME ninety (90) days from written notice to cure the alleged breach.
- E) In the event this contract or any part of it is terminated pursuant to paragraph 3(B) or 4(B), AME will refund within thirty (30) days of termination the lesser of:
  - 1) the amount prepaid by customer shall be amortized over the term of the contract, and customer shall be refunded the prorated amount for the remaining term of the contract or.
  - 2) Customer will be charged at AME's normal rate for all time and material provided by AME during the term of the contract, said amount will be deducted from the prepayment made by Customer, and Customer shall be refunded the balance.

### V) Limited Warranty, Disclaimer, Limitation of Liability, and Indemnification:

AME warrants that the services provided hereunder by AME will be performed in a workmanlike manner in accordance with reasonable commercial standards, AME DOES NOT WARRANT THAT THE OPERATION OF THE EQUIPMENT WILL BE UNINTERRUPTED NOR DOES AME MAKE ANY WARRANTY OTHER THAN THE WARRANTY IN THE PRECEDING SENTENCE. THIS WARRANTY IS EXCLUSIVE AND IN PLACE OF ALL OTHER WARRANTIES, ORAL OR WRITTEN, EXPRESSED, IMPLIED, OR STATUTORY RESPECTING THE SERVICES OR PARTS PROVIDED UNDER THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL AME BE LIABLE FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, OR FOR LOSS OF PROFITS, SAVINGS, OR OTHER ECONOMIC LOSS ARISING OUT OF SERVICES PERFORMED OR PARTS SUPPLIED OR FOR ANY DAMAGES CAUSED BY DELAY IN FURNISHING SERVICES AND PARTS. AME'S LIABILITY TO THE CUSTOMER FOR DAMAGES FROM ANY CAUSE WHATSOEVER SHALL BE LIMITED TO ACTUAL DIRECT DAMAGES OF NO MORE THAN \$25,000 OR THE SERVICE FEES PAID UNDER THIS AGREEMENT FOR THE SPECIFIC UNIT OF EQUIPMENT WHICH CAUSED THE DAMAGES, WHICH EVER IS LESS.

Customer will indemnify and hold AME harmless from any loss, claim, or damage made by third parties as result of services or parts provided by AME, unless such loss, claim, or damage was caused solely by the fault of AME.

REV. 3/93

Initial X Customer

Initial C R A K AME

EITHER PARTY, CITY OF EVANSVILLE VANDERBURGH COUNTY  
OR ADVANCED MICROELECTRONICS, INC. SHALL PROVIDE THE  
OTHER PARTY A WRITTEN NINETY (90) DAY NOTICE OF  
INTENTIONS TO CANCEL THIS AGREEMENT.

AGREED TO THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1994.

ADVANCED MICROELECTRONICS, INC.

BY: Donald A. Kraw, AUTHORIZED REPRESENTATIVE

CITY OF EVANSVILLE VANDERBURGH COUNTY

BY: \_\_\_\_\_, AUTHORIZED REPRESENTATIVE

CITY OF EVANSVILLE VANDERBURGH COUNTY  
HP LASERJET EQUIPMENT LIST

<u>EQUIPMENT DESCRIPTION</u>	<u>SERIAL NUMBER</u>	<u>LOCATION</u>	<u>ANNUAL RATE</u>	<u>PURCHASED</u>	<u>INVOICE #</u>	<u>PRORATED</u>
HP IVSI DUPLEX ASSY.	JPAA030160	GERMAN TOWNSHIP	0.00	6/09/94	10330348	0.00
HP IVSI DUPLEX ASSY.	JPAA030162	?	0.00	6/09/94	10320265	0.00
HP IVSI DUPLEX ASSY.	JPAA030166	KNIGHT TOWNSHIP	0.00	6/09/94	10330208	0.00
HP IVSI DUPLEX ASSY.	JPAA033013	COUNTY ASSESSOR	0.00	7/05/94	10570208	0.00
Count:	4					
HP LASERJET IIID	3127J39131	PROS. OFFICE-CHILD SUPPORT	190.00			190.00
HP LASERJET IIID	3127J39132	AREA PLANNING	190.00			190.00
HP LASERJET IIID	3127J39133	PROS. OFFICE	190.00			190.00
HP LASERJET IIID	3127J39134	SPARE	190.00			190.00
Count:	4					
HP LASERJET IIIP	3134JJ0568	COUNTY COMMISSIONERS OFFICE	155.00			155.00
Count:	1					
HP LASERJET IV	JPBK066433	NOT LISTED	175.00	3/23/94	9762618	120.00
HP LASERJET IV	JPBK070596	ADMIN. SERVICES	175.00			175.00
HP LASERJET IV	JPTH001507	EUTS	175.00			175.00
HP LASERJET IV	USBB016996	EPD-RECORDS	175.00			175.00
HP LASERJET IV	USBB038155	VSD-ATS	175.00			175.00
HP LASERJET IV	USBB038156	VSD-COMMAND POST	175.00			175.00
HP LASERJET IV	USBB038157	VSD-COMMAND POST	175.00			175.00
HP LASERJET IV	USBB038158	VSD-COMMAND POST	175.00			175.00
HP LASERJET IV	USBB157915	JUDGE DETIESH'S CHAMBER	175.00			175.00
HP LASERJET IV	USBB169476	COUNTY HIGHWAY GARAGE	175.00			175.00
HP LASERJET IV	USBB169514	COUNTY CLERK'S OFFICE	175.00			175.00
HP LASERJET IV	USBB169515	SOLID WASTE MANAGEMENT	175.00			175.00
HP LASERJET IV	USBB169519	EPD-ROLL CALL	175.00			175.00
HP LASERJET IV	USBC0455078	CITY CLERK'S OFFICE	175.00			175.00
HP LASERJET IV	USBC048376	TRAINING-AIS	175.00			175.00
HP LASERJET IV	USBC063126	COUNTY CLERK'S OFFICE	175.00			175.00
HP LASERJET IV	USBC065632	FINANCE-CONTROLLER OFFICE	175.00			175.00
HP LASERJET IV	USBC066606	COUTR REPORTER	175.00			175.00
HP LASERJET IV	USTB061365	DMD-WEED CONTROL	175.00	4/11/94	9900754	115.42
HP LASERJET IV	USTB061434	DMD-ACCOUNTING	175.00	4/11/94	9900556	115.42
HP LASERJET IV	USTC022461	ADULT PROBATION	175.00			175.00
Count:	21					
HP LASERJET IV+	USFB000545	COUNTY CLERKS OFFICE	175.00			175.00
HP LASERJET IV+	USFB000563	COUNTY CLERKS OFFICE	175.00			175.00
HP LASERJET IV+	USFB012336	NOT LISTED	175.00	7/15/94	10659191	87.94
HP LASERJET IV+	USFB015362	NOT LISTED	175.00	7/15/94	10659191	87.94
HP LASERJET IV+	USFB030950	JUVENILE	175.00	8/16/94	10916633	78.78
HP LASERJET IV+	USFB030953	JUVENILE COURT	175.00	8/16/94	10916633	78.78
HP LASERJET IV+	USFB030954	SPARE	175.00	8/16/94	10916633	78.78
HP LASERJET IV+	USFB030956	JUDGE BRUNE	175.00	8/16/94	10916633	78.78

SEPTEMBER 20, 1994

CITY OF EVANSVILLE VANDERBURGH COUNTY  
HP LASERJET EQUIPMENT LIST

<u>EQUIPMENT DESCRIPTION</u>	<u>SERIAL NUMBER</u>	<u>LOCATION</u>	<u>ANNUAL RATE</u>	<u>PURCHASED</u>	<u>INVOICE #</u>	<u>PRORATED</u>
HP LASERJET IV+	USFC021069	DMD	175.00	7/15/94	10563070	87.94
HP LASERJET IV+	USFC023914	SAFETY	175.00	7/1/94	10563153	92.52
HP LASERJET IV+	USFC063373	VCCC	175.00	8/16/94	10916633	78.78
HP LASERJET IV+	USFC063374	MISDEMEANOR PROBATION	175.00	8/16/94	10916633	78.78
HP LASERJET IV+	USFC063375	SPARE	175.00	8/16/94	10916633	78.78
HP LASERJET IV+	USFC063376	SPARE	175.00	8/16/94	10916633	78.78
HP LASERJET IV+	USFC063377	COMMUNITY CORRECTIONS	175.00	8/16/94	10916633	78.78
HP LASERJET IV+	USFC063379	PROS. OFFICE	175.00	8/16/94	10916633	78.78
HP LASERJET IV+	USFC063380	SMALL CLAIMS	175.00	8/16/94	10916633	78.78
HP LASERJET IV+	USFC063382	SPARE	175.00	8/16/94	10916633	78.78
HP LASERJET IV+	USFC063397	JUDGE O'CONNOR	175.00	8/16/94	10916633	78.78
HP LASERJET IV+	USFC063398	VANDERBURGH CIRCUIT COURT	175.00	8/16/94	10916633	78.78
HP LASERJET IV+	USFC063399	JUDGE POWERS	175.00	8/16/94	10916633	78.78
HP LASERJET IV+	USFC063400	JUVENILE	175.00	8/16/94	10916633	78.78
HP LASERJET IV+	USFC063401	JUDGE LOCKYEAR'S OFFICE	175.00	8/16/94	10916633	78.78
HP LASERJET IV+	USFC063404	SUPERIOR COURT-ROSEMARY	175.00	8/16/94	10916633	78.78
HP LASERJET IV+	USFC063406	JUVENILE	175.00	8/16/94	10916633	78.78
HP LASERJET IV+	USFC063408	CIRCUIT COURT-PROBATION	175.00	8/16/94	10916633	78.78
Count:		26				
HP LASERJET IVL	USBB426700	JUDGE LOCKYEAR'S OFFICE	165.00			165.00
HP LASERJET IVL	USBB426709	JUDGE KNIGHT'S OFFICE	165.00			165.00
Count:		2				
HP LASERJET IVSI	USDB342595	GERMAN TOWNSHIP	275.00	6/09/94	10330348	91.68
HP LASERJET IVSI	USDB350157	PERRY TOWNSHIP	275.00	6/09/94	?	91.68
HP LASERJET IVSI	USDB351480	SCOTT TOWNSHIP	275.00	7/28/94	10749307	45.84
HP LASERJET IVSI	USDB352735	KNIGHT TOWNSHIP	275.00	6/09/94	10320208	91.68
HP LASERJET IVSI	USFB368915	PIGEON TOWNSHIP	275.00	7/01/94	10536373	68.76
HP LASERJET IVSI	USFB369754	COUNTY ASSESSOR	275.00	7/05/94	10570208	68.76
HP LASERJET IVSI	USFB375989	CENTER TOWNSHIP	275.00	6/09/94	?	91.68
Count:		7				
HP LASERJET II	Z-NO-SNRL ?	DMD	170.00			170.00
HP LASERJET II	Z-NO-SNRL ?	EUTS	170.00			170.00
HP LASERJET II	Z-NO-SNRL 2 ?	DMD	170.00			170.00
Count:		3				
HP LASERJET III	3033A05994	MAYOR'S OFFICE	170.00			170.00
HP LASERJET III	3048A04752	ADMIN. SERVICES	170.00			170.00
HP LASERJET III	3048A04756	BUILDING COMMISSIONERS	170.00			170.00
HP LASERJET III	3048A04760	COMPUTER SERVICES	170.00			170.00
HP LASERJET III	3112A53410	AREA PLANNING	170.00			170.00
HP LASERJET III	3126A36290	AUDITOR'S OFFICE	170.00			170.00
HP LASERJET III	3140A64059	SPARE	170.00			170.00
HP LASERJET III	3140A64061	JUDGE KNIGHT CHAMBER	170.00			170.00

SEPTEMBER 20, 1994

CITY OF EVANSVILLE VANDERBURGH COUNTY  
HP LASERJET EQUIPMENT LIST

<u>EQUIPMENT DESCRIPTION</u>	<u>SERIAL NUMBER</u>	<u>LOCATION</u>	<u>ANNUAL RATE</u>	<u>PURCHASED</u>	<u>INVOICE #</u>	<u>PRORATED</u>
HP LASERJET III	3140A64062	POLICE TRAINING	170.00			170.00
HP LASERJET III	3140A64063	SPARE	170.00			170.00
HP LASERJET III	3140A64068	JOINT CONTROL DISPATCH	170.00			170.00
HP LASERJET III	3140A64069	SPARE	170.00			170.00
HP LASERJET III	3140A64070	ONE STOP PERMIT	170.00			170.00
HP LASERJET III	3140A64079	VSD-SHERIFF'S OFFICE	170.00			170.00

Count: 14

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Count:	82		82		82
Total:			14,285.00		10,467.86

---

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

By \_\_\_\_\_  
Jack McNeely, President  
Evansville Board of Public Works

By \_\_\_\_\_  
Jack J. Corn, Jr., Vice President  
Evansville Board of Public Works

By \_\_\_\_\_  
Valerie McKinney, Member  
Evansville Board of Public Works

Attested By \_\_\_\_\_  
Sharon A. Evans, Secretary  
Evansville Board of Public Works

Effective Date \_\_\_\_\_

for Vanderburgh County

By Pat Tuley  
Pat Tuley, President  
Vanderburgh County Board of Commissioners

By Rick Borries  
Rick Borries, Vice President  
Vanderburgh County Board of Commissioners

By Don Hunter  
Don Hunter, Member  
Vanderburgh County Board of Commissioners

Attested By Sam Humphrey  
Sam Humphrey, Vanderburgh County Auditor

Effective Date \_\_\_\_\_

for Central Dispatch Board

~~By \_\_\_\_\_  
President  
Central Dispatch Board~~

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

By \_\_\_\_\_  
Jack McNeely, President  
Evansville Board of Public Works

By \_\_\_\_\_  
Jack J. Corn, Jr., Vice President  
Evansville Board of Public Works

By \_\_\_\_\_  
Valerie McKinney, Member  
Evansville Board of Public Works

Attested By \_\_\_\_\_  
Sharon A. Evans, Secretary  
Evansville Board of Public Works

Effective Date \_\_\_\_\_

for Vanderburgh County

By Pat Tuley  
Pat Tuley, President  
Vanderburgh County Board of Commissioners

By Rick Borries  
Rick Borries, Vice President  
Vanderburgh County Board of Commissioners

By Don Hunter  
Don Hunter, Member  
Vanderburgh County Board of Commissioners

Attested By Sam Humphrey  
Sam Humphrey, Vanderburgh County Auditor

Effective Date \_\_\_\_\_

for Central Dispatch Board

By \_\_\_\_\_  
President  
Central Dispatch Board



**SOFTWARE PARTNERS/32, INC.**  
447 Old Boston Road, Topsfield, MA 01983

**SOFTWARE LICENSE AND SERVICES  
MAINTENANCE RENEWAL FORM**

**Client:** City of Evansville  
**Address:** Computer Services, Rm:205  
1NW Martin Luther King Jr.  
Evansville, IN 47708

**Purchase Order No:**  
**Purchase Order Date:**  
**SP/32 Contract No:** 6458-SP  
**Number of Training Days:**

Products and Services		Level +	Fees	Customer ID Number
TAPESYS Maint.	VAX 6620	S	\$1,650.00	19122-SPTS
THRUWAY Maint.	8 nodes	S	1,200.00	19123-SPTW
	less 15% Gov't Discount		-427.50	
12/1/94-11/30/95				
<b>TOTAL:</b>			<b>\$2,422.50</b>	

+ (I) Initial    (A) Additional    (S) Annual Standard Technical Support

**Designated CPU:** Make/Model: \_\_\_\_\_ CPU Location: \_\_\_\_\_  
 Operating System: \_\_\_\_\_  
 Serial No.: \_\_\_\_\_

**Designated CPU:** Make/Model: \_\_\_\_\_ CPU Location: \_\_\_\_\_  
 Operating System: \_\_\_\_\_  
 Serial No.: \_\_\_\_\_

**Designated CPU:** Make/Model: \_\_\_\_\_ CPU Location: \_\_\_\_\_  
 Operating System: \_\_\_\_\_  
 Serial No.: \_\_\_\_\_

**Designated CPU:** Make/Model: \_\_\_\_\_ CPU Location: \_\_\_\_\_  
 Operating System: \_\_\_\_\_  
 Serial No.: \_\_\_\_\_

**Contracts Administrator**  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**Technical Support Contact**  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**Billing/Accounts Payable Contact**  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**Shipping Contact**  
 Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_

**Special Notes:**

Executed by Client:  
 Signature: *See Attached Signature Page*  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_

Executed by SP/32: *Philip A. Jamieson*  
 Signature: \_\_\_\_\_  
 Name: Philip A. Jamieson  
 Title: President

The effective Date of this Agreement shall be December 1, 1994.

TRAVEL REQUEST FORM  
FOR  
COUNTY OFFICIALS, DEPARTMENT HEADS AND EMPLOYEES

DATE OF REQUEST: 9-27-94 DEPARTMENT: VANDERBURGH COUNTY  
CORRECTION COMPLEX

EMPLOYEE(S): Harris Howerton

DATE(S) OF TRAVEL: October 6~~th~~ 1994

DESTINATION: Terre Haute

PURPOSE: INDIANA DEPT OF CORRECTION / INDIANA ASSOCIATE  
of County Correc<sup>t</sup> Act Counties

Proof (Copy of brochure or letter) must be attached.

LODGING REQUIRED: 1 night only - I will make arrangements

MEANS  
OF  
TRAVEL

COUNTY VEHICLE NUMBER: DIRECTORS Vehicle - Cheryl Caprice

OTHER: \_\_\_\_\_

REIMBURSEMENT CLAIMED

\* This will be paid  
from the Department's  
budget (user fees,  
not tax \$)

\_\_\_\_\_ Mileage  
\_\_\_\_\_ Per diem  
\_\_\_\_\_ Air fare  
\_\_\_\_\_ Parking  
\_\_\_\_\_ Registration  
\_\_\_\_\_ Other

APPROVED: [Signature]  
Department Head  
HARRIS HOWERTON

APPROVED: \_\_\_\_\_  
Office Holder

APPROVED BY:  
VANDERBURGH COUNTY COMMISSIONERS this 3<sup>rd</sup> day of October, 1994

[Signature]  
RICHARD J. BORRIES

[Signature]  
PATRICK TULEY

[Signature]  
DON L. HUNTER

TRAVEL REQUEST FORM  
FOR  
COUNTY OFFICIALS, DEPARTMENT HEADS AND EMPLOYEES

DATE OF REQUEST: 9-27-94 DEPARTMENT: ELECTION OFFICE

EMPLOYEE(S): BETTY KNIGHT SMITH

ALBERTA MATLOCK

DATE(S) OF TRAVEL: DECEMBER 13, AND 14, 1994

DESTINATION: INDIANAPOLIS, INDIANA

PURPOSE: STATE ELECTION BOARD SEMINAR

Proof (Copy of brochure or letter) must be attached.

LODGING REQUIRED: EMBASSY SUITES, DOWNTOWN DECEMBER 13, AND 14, 1994

MEANS  
OF  
TRAVEL

Personal  
COUNTY VEHICLE NUMBER: 8225

OTHER: XXXXX

REIMBURSEMENT CLAIMED

XXX Mileage

XXX Parking

XXX Per diem

XXX Registration

         Air fare

         Other

\* *State Called*

APPROVED: Alberta Matlock  
Department Head

APPROVED: Betty Knight Smith  
Office Holder

APPROVED BY:  
VANDERBURGH COUNTY COMMISSIONERS this 3<sup>rd</sup> day of October 1994

Richard J. Borries  
RICHARD J. BORRIES, PRESIDENT

Patrick Tuley  
PATRICK TULEY, VICE-PRESIDENT

Don L. Hunter  
DON L. HUNTER, MEMBER



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

RICHARD J. BC  
DON L. HUNTE  
PATRICK R. TU

## AGENDA REQUEST

**NAME OF REQUESTOR:** Lynn W. Ellis

**REQUESTOR TITLE:** Buyer

**DEPARTMENT:** Purchasing

**REQUEST(S) BEING MADE:**

Approve advertising for bids for the expansion of the LAN

computer system for the Family Protection and Development Section  
of the Vanderburgh County Office of Family and Children, bid  
number VC9416. Data Board approved 9/27/94.

Advertisement Dates: October 6 & 13, 1994

Bid Opening: October 24, 1994

**DATE TO BE PLACED ON AGENDA:** October 3, 1994

**ACTION** XX      **CONSENT** \_\_\_\_\_      **OTHER** \_\_\_\_\_

September 29, 1994

County Commissioners Office  
305 Administration Bldg.  
Civic Center Complex  
Evansville, IN 47708

Attn: Mr. Mark Abell  
Superintendent of County Buildings

We "Reitz Baseball Booster Club", a non profit organization, request to purchase the building of 400 Madison, Certificate 188A, Tax Code 11-120-22-023-022, Robinson add. L.20 B.3 for the sum of one dollar (\$1.00). We will assume the title obligations and code violations as is to present.

Reitz Baseball Booster Club

by: Buck Marti

Tax # 351-07-1682

VANDERBURGH COUNTY HIGHWAY DEPARTMENT

PROGRESS REPORT

FRIDAY, SEPTEMBER 23, 1994 THRU THURSDAY, SEPTEMBER 29, 1994

FRIDAY, SEPTEMBER 23, 1994

One crew hung lights in the boiler room.  
Grader and one crew graded and rocked Maasberg and Outer Darmstadt Road.  
Trash crew worked on S. Weinbach, River Road and Lenn Road.  
Three crews spread rock in the bottoms.  
One crew cleaned up trash in the bottoms.  
One crew cleaned and greased paver.  
One trash crew worked on Boehne Camp and Felstead.  
One crew cleaned drains in Shady Hills and Evergreen Acres.

MONDAY, SEPTEMBER 26, 1994

Gradall and two crews removed gas tanks at the garage.  
Paver, roller, distributor and seven trucks paved County Line West.  
Trash crew worked on work orders.  
Mowers worked on St. Joe Ave, Mesker Park, Darmstadt, Laubscher.

TUESDAY, SEPTEMBER 27, 1994

Gradall and one crew removed gas tanks at the garage,  
Grader and three trucks graded and rocked Hilltop, Hornby and Swope.  
Two trucks rocked River Road.  
Gradall and one crew ditched at 12335 N. Green River.  
One crew cleaned paver and belt loader.  
Two tree crews and the mower worked on Old Boonville Hwy.  
Trash crew ran regular routes.

WEDNESDAY, SEPTEMBER 28, 1994

Paver, roller, distributor and seven crews paved Co. Line West.  
Gradall and one crew ditched W. Mill Road.  
Gradall and one crew ditched South Weinbach.  
Mowers worked on Mill Road and Mesker Park, St. Goerge and Heckel.  
Trash crew ran routes.

THURSDAY, SEPTEMBER 29, 1994

Paver, roller, distributor and seven trucks paved County Line West.  
Gradall and one crew ditched Red Bank Road.  
Gradall and one crew ditched S. Weinbach.  
Two patch crews worked on Old Henderson Road.

VANDEBURGH COUNTY BRIDGE CREW

PROGRESS REPORT

FRIDAY, SEPTEMBER 23, 1994 THRU THURSDAY, SEPTEMBER 29, 1994

FRIDAY, SEPTEMBER 23, 1994

Crew #1 - cleaned storm drains.  
Crew #2 - unload guardrail and clean storm drains.

MONDAY, SEPTEMBER 26, 1994

Crew #1 - finish New Maple.  
Crew #2 - cut and paint Marx Road, Upper Mt. Vernon, Middle Mt. Vernon and Nurrenbern.  
Crew #3 - worked at shop removing gas tanks.

TUESDAY, SEPTEMBER 27, 1994

Crew #1 - trim and paint Boonville New Harmony and Fleener.  
Crew #2 - trim and paint, finish Red Bank Road.  
Crew #3 - work at shop removing gas tanks.

WEDNESDAY, SEPTEMBER 28, 1994

Crew #1 & Backhoe - repair and replace guardrail on County Line West south of Baseline.  
Crew #2 - repair pipe south of Daylight, fill holes where concrete poles were removed at 6300 Felstead.

THURSDAY, SEPTEMBER 29, 1994

Crew #1 & Backhoe - repair driveway on 3011 Ashwood.  
Crew #2 - cut pavement at 5312 and 5315 Mill for gradall, dig out ends of culverts at Allens Lane and Crowley, clean brush out of ditch on Hobart Ave.



## VANDERBURGH COUNTY ENGINEERING DEPARTMENT

201 Northwest Fourth Street · Suite 307  
Old Vanderburgh County Courthouse  
Evansville, Indiana 47708 · Tel. (812) 424-9603

### Agenda for October 3, 1994

1. Notice to bidders for contract number VC 94-10-01, *DH/RB*  
"Installation of Flap Gate and Headwall Alteration on  
Tekoppel Avenue"
2. Notice to bidders for contract number VC 94-10-02, *DH/RB*  
"Rehabilitation of Bridge #210 on Baumgart Road"
3. Recommendation to select Bernardin Lochmueller and Associates *RND*  
for the construction engineering for the Ohio Street bridge
4. Council call request to transfer \$45,000 from the Pfeiffer *DH/RB*  
Road bridge to the Baumgart Road bridge
5. County utility agreement with the Evansville Water and Sewer *DH/RB*  
Utility for the Franklin Street bridge

## Notice to Bidders

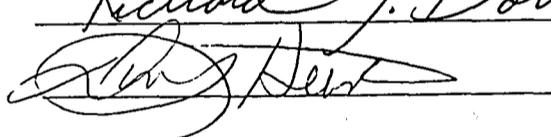
Sealed Proposals, or Bids, for contract number VC94-10-02 Rehabilitation of Bridge #210 on Baumgart Road in Vanderburgh County, Indiana will be received at the office of the County Commissioners, Room 305, until 5:30 p.m. on October 24th, 1994 local time, as prescribed by the Acts of the Indiana Legislature 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 provided 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 treasurer's check or bank money order in the amount of five percent (5%) of the total bid submitted.
- No bid shall be withdrawn after the opening of the bids without the expressed consent of the Vanderburgh County 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. Applicable sections of the 1993 Edition of the Indiana Department of Transportation Standard Specifications and any current Supplemental Specifications to the 1993 Standard Specifications.

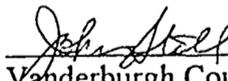
The Vanderburgh County Commissioners reserve the right to reject any and/or all Bids and waive any informality in the bidding.

DATED THIS 3RD DAY OF OCTOBER, 1994

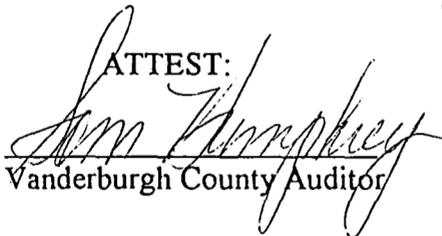
VANDERBURGH COUNTY BOARD OF COUNTY COMMISSIONERS  
COUNTY OF VANDERBURGH, INDIANA

  
\_\_\_\_\_  
Richard J. Borries  
  
\_\_\_\_\_

RECOMMENDED:

  
\_\_\_\_\_  
Vanderburgh County Engineer

ATTEST:

  
\_\_\_\_\_  
Vanderburgh County Auditor

## Notice to Bidders

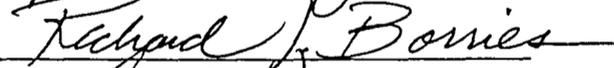
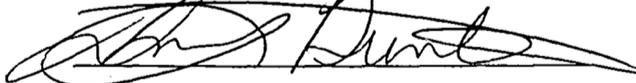
Sealed Proposals, or Bids, for contract number VC94-10-01 Installation of Flap Gate and Headwall Alteration on Tekoppel Avenue in Vanderburgh County, Indiana will be received at the office of the County Commissioners, Room 305, until 5:30 p.m. on **October 24th, 1994** local time, as prescribed by the 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.
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- 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. Applicable sections of the 1993 Edition of the Indiana Department of Transportation Standard Specifications and any current Supplemental Specifications to the 1993 Standard Specifications.

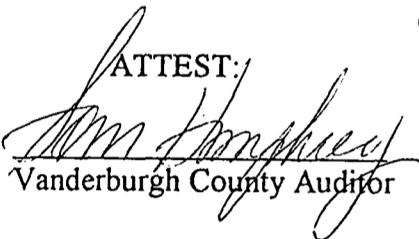
The Vanderburgh County Commissioners reserve the right to reject any and/or all Bids and waive any informality in the bidding.

DATED THIS 3RD DAY OF OCTOBER 1994

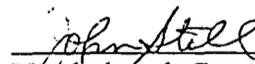
VANDERBURGH COUNTY BOARD OF COUNTY COMMISSIONERS  
COUNTY OF VANDERBURGH, INDIANA

ATTEST:

  
Vanderburgh County Auditor

RECOMMENDED:

  
Vanderburgh County Engineer

Copy to 10/3/94

**VOTERS REGISTRATION OFFICE**  
1 N.W. ML KING, JR. BLVD. ROOM 106  
EVANSVILLE, IN. 47708

SUSAN K. KIRK, BOARD MEMBER  
JON W. HILL, BOARD MEMBER

SEPTEMBER 21, 1994

TO: VANDERBURGH COUNTY COMMISSIONERS  
RE: POLLING PLACES

IN REVIEWING THE POLLING PLACES, I HAVE A FEW RECOMMENDATIONS. FIRST, I DO AGREE THAT MOVING WARD FOUR PRECINCT TWO TO THE LINCOLN SENIOR CENTER WAS AN ERROR. I THINK A BETTER POLLING PLACE WOULD BE KENNEDY TOWERS. BOTH BUCKNER AND KENNEDY TOWERS ARE IN 4-2, BUT WE FOUND THAT MORE PEOPLE VOTED ABSENTEE IN BUCKNER THAN IN KENNEDY WHEN BOTH WERE POLLING PLACES, SO WE WOULD BETTER SERVE THIS PRECINCT BY USING KENNEDY TOWERS.

WHEN THIS CHANGE WAS MADE, WE WERE TRYING TO MAKE IT BETTER FOR THE MOST PEOPLE BUT LOOKED AT THE WRONG PRECINCT. WE WOULD LIKE TO MOVE WARD FOUR PRECINCT ONE CLOSER TO THE LINCOLN GARDEN AREA AS THERE ARE FEWER MOBILE PEOPLE IN THAT AREA. I WOULD SUGGEST THAT WE MOVE WARD FOUR PRECINCT ONE TO THE ERIE HOMES OFFICE LOCATED AT 370 CANAL STREET. THIS BUILDING IS IN THE PRECINCT, HAS HANDICAP ACCESSABLE ENTRANCE AND PLENTY OF PARKING.

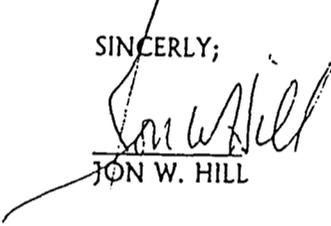
IN 1993 WE MOVED WARD THREE PRECINCT TWENTY TO EVANS SCHOOL BECAUSE THEIR REGULAR POLLING PLACE, HOSE HOUSE #8 WAS UNDER RENOVATION. THIS IS NOW COMPLETE AND WE RECOMMEND MOVING WARD THREE

PAGE TWO

PRECINCT TWENTY BACK TO HOSE HOUSE # 8. LOCATED AT 2003 N. KENTUCKY AVE.

ALSO WE HAVE LOOKED AT WARD FIVE PRECINCT THIRTEEN WHICH NOW VOTES AT IVY TECH., AND FOUND IT IS SET UP THE IN STUDENT RECREATION AREA AND THERE ARE STUDENTS WALKING THROUGH THE POLLING PLACE ALL DAY LONG. WE FEEL WE COULD MOVE THIS PRECINCT TO HOSE HOUSE # 17 LOCATED AT 425 MILL RD. THIS IS OUTSIDE THE PRECINCT (LOCATED IN 5-21) BUT IS VERY CLOSE AND WOULD BETTER SERVE THE VOTERS.

SINCERLY;

  
JON W. HILL

POLLING PLACES 1994 GENERAL

1-1	EASTERN HEIGHTS BAPTIST CHURCH	6300 WASHINGTON AVE.
1-2	PEACE LUTHERAN CHURCH	200 S. BOEKE RD.
1-3	EASTERN HEIGHTS BAPTIST CHURCH (1-1)	6300 WASHINGTON AVE.
█-4	EASTERN HEIGHTS BAPTIST CHURCH (1-1)	6300 WASHINGTON AVE.
1-5	PEACE LUTHERAN CHURCH	200 S. BOEKE RD.
1-6	PLAZA PARK SCHOOL (1-10)	7301 LINCOLN AVE.
1-7	PLAZA PARK SCHOOL (1-10)	7301 LINCOLN AVE.
1-8	HARRISON HIGH SCHOOL (1-11)	211 FIELDING RD.
1-9	PLAZA PARK SCHOOL (1-10)	7301 LINCOLN AVE.
1-10	PLAZA PARK SCHOOL (1-10)	7301 LINCOLN AVE.
1-11	ALDERSGATE UNITED METH. CHURCH	5130 LINCOLN AVE.
1-12	DEXTER SCHOOL	917 S. DEXTER AVE.
1-13	MCGARY SCHOOL (1-16)	1535 S. JOYCE AVE.
1-14	HOSE HOUSE # 16	2801 WASHINGTON AVE.
█-15	DEXTER SCHOOL (1-12)	917 S. DEXTER AVE.
1-16	MCGARY SCHOOL (1-16)	1535 S. JOYCE AVE.
1-17	HORIZON HOMES REC. CENTER	1450 LUTHER SQ.
1-18	MCCULLOUGH LIBRARY	5115 WASHINGTON AVE.
1-19	FIRST CHURCH OF THE NAZARENE	8100 NEWBURGH RD.
1-20	HOSE HOUSE # 6	6521 WASHINGTON AVE.
1-21	INDIAN WOODS APARTMENTS	1900 PUEBLO PASS
1-22	HEBRON SCHOOL	4400 BELLEMEADE AVE.

2-1	EVANSVILLE BAPTIST TEMPLE	2231 BURDETTE AVE.
2-2	DUCK INN - STAMPEDE ROOM	4100 POLLACK AVE.
2-3	LIFE IN ABUNDANCE CHRISTIAN CEN. (2-14)	2323 S. WALNUT LN.
2-4	WASHINGTON MIDDLE SCHOOL (2-5)	1801 WASHINGTON AVE.
2-5	WASHINGTON SCHOOL AUDITORIUM	1801 WASHINGTON AVE.
2-6	BOSSE HIGH SCHOOL (4-19)	1300 WASHINGTON AVE.
2-7	EAST SIDE CHRISTIAN CHURCH (2-9)	2001 BAYARD PARK DR.
2-8	METHODIST TEMPLE	2109 LINCOLN AVE.
2-9	EAST SIDE CHRISTIAN CHURCH	2001 BAYARD PARK DR.
2-10	ST. MARKS LUTHERAN CHURCH	2300 WASHINGTON AVE.
2-11	ST. BENEDICTS AUDITORIUM	530 S. HARLAN AVE.
2-12	FAIRLAWN UNITED METH. CHURCH (2-18)	2001 PARKER DR.
2-13	NATIONAL GUARD ARMORY (4-18)	201 S. ROTHERWOOD AVE.
2-14	LIFE IN ABUNDANCE CHRISTIAN CEN.	2323 S. WALNUT LN.
2-15	LIFE IN ABUNDANCE CHRISTIAN CEN. (2-14)	2323 S. WALNUT LN.
2-16	HOSE HOUSE # 15	1711 S. WEINBACH AVE.
2-17	SALVATION ARMY	2212 LODGE AVE.
2-18	FAIRLAWN SCHOOL AUDITORIUM	2021 S. ALVORD BLVD.
2-19	FAIRLAWN SCHOOL AUDITORIUM (2-18)	2021 S. ALVORD BLVD.
2-20	VETERANS OF FOREIGN WARS (2-16)	1800 POLLACK AVE.
2-21	CAZE SCHOOL	2013 S. GREEN RIVER RD.

3-1	HOSE HOUSE # 10 (3-4)	120 E. COLUMBIA ST.
3-2	ST. JOSEPH SCHOOL GYM	N. GARVIN & E. IOWA STS.
3-3	NORTH HIGH SCHOOL (WEDEKING ENT.)	2319 STRINGTOWN RD.
3-4	GRESHAM HOME	2 WEDEKING AVE.
3-5	NORTH HIGH SCHOOL ANNEX	1900 STRINGTOWN RD.
3-6	HEBRON SCHOOL (1-22)	4400 BELLEMEADE AVE.
3-7	HOWARD ROOSA SCHOOL	1216 E. ILLINOIS ST.
3-8	FENDRICH GOLF COURSE CLUB HOUSE (3-20)	1550 DIAMOND AVE.
3-9	NORTHEAST PARK BAPTIST CHURCH	1215 N. BOEKE RD.
3-10	ST.LUCAS UCC ANNEX (3-17)	33 W. VIRGINIA ST.
3-11	HOSE HOUSE # 4 (3-13)	1200 OAK HILL RD.
3-12	HARTKE POOL (3-9)	120 N. BOEKE RD.
3-13	VOGEL SCHOOL	1500 OAK HILL RD.
3-14	VOGEL SCHOOL (3-13)	1500 OAK HILL RD.
3-15	GARVINWOOD GENERAL BAPTIST CHURCH	1611 E. INDIANA ST.
3-16	DELAWARE SCHOOL (3-2)	700 N. GARVIN ST.
3-17	INDEPENDENCE SQUARE LOBBY	201 W. DELAWARE ST.
3-18	EVANS SCHOOL	837 TULIP AVE.
3-19	CARRIAGE DR. COMMUNITY BLDG.	5300 CARRIAGE DR.
3-20	HOSE HOUSE #8	2003 N. KENTUCKY AVE.

4-1	ERIE HOMES OFFICE	370 CANAL ST.
4-2	KENNEDY TOWERS	315 SE ML KING BLVD.
4-3	LINCOLN SCHOOL	635 LINCOLN AVE.
4-4	EAST SIDE LIBRARY	840 E. CHANDLER AVE.
4-5	NAZARENE BAPTIST CHURCH	867 E. WALNUT ST.
4-6	EAST SIDE LIBRARY (4-4)	840 E. CHANDLER AVE.
4-7	TEPE PARK CLUB HOUSE	1212 S. GARVIN ST.
4-8	ZION CHURCH EDUCATIONAL BLDG.	1800 S. GOVERNOR ST.
4-9	GLENWOOD SCHOOL (4-10)	901 SWEETSER AVE.
4-10	GLENWOOD SCHOOL	901 SWEETSER AVE.
4-11	SWEETSER RECREATIONAL CENTER	1928 S. GARVIN ST.
4-12	CULVER SCHOOL	1301 JUDSON ST.
4-13	ST. JAMES UNITED METH. CHURCH (4-14)	1041 WASHINGTON AVE.
4-14	ST. JAMES UNITED METH. CHURCH	1041 WASHINGTON AVE.
4-15	LODGE SCHOOL (2-16)	2000 LODGE AVE.
4-16	FIRST PRESBYTERIAN CHURCH	602 S.E. SECOND ST.
4-17	HOSE HOUSE # 1	850 S. EIGHTH ST.
4-18	NATIONAL GUARD ARMORY	201 S. ROTHERWOOD AVE.
4-19	BOSSE HIGH SCHOOL	1300 WASHINGTON AVE.
4-20	EAST SIDE BAPTIST CHURCH	1014 S. HARLAN AVE.
4-21	LODGE SCHOOL (2-16)	2000 LODGE AVE.

5-1	BETHANY CHRISTIAN CHURCH	601 E. MILL RD.
5-2	HOSE HOUSE # 2	3601 MAXX RD.
5-3	STOCKWELL SCHOOL (5-6)	2501 N. STOCKWELL RD.
5-4	HOSE HOUSE # 9	2020 KEYSTONE RD.
5-5	OAKLYN BRANCH LIBRARY (5-2)	3820 OAK HILL RD.
5-6	STOCKWELL SCHOOL	2501 N. STOCKWELL RD.
5-7	BETHEL UCC (K-3)	3029 N. GREEN RIVER RD.
5-8	BETHEL UCC (K-3)	3029 N. GREEN RIVER RD.
5-9	LOCUST HILL CEMETERY	3800 KRATZVILLE RD.
5-10	CONCORDIA LUTHERAN CHURCH	2451 STRINGTOWN RD.
5-11	STRINGTOWN SCHOOL (5-21)	4720 STRINGTOWN RD.
5-12	IVY TECH - SOUTHWEST (5-13)	3501 FIRST AVE.
5-13	HOSE HOUSE #17	425 MILL RD.
5-14	OLD NORTH UNITED METH. CHURCH	4201 STRINGTOWN RD.
5-15	CENTRAL HIGH SCHOOL ROOM 29	5400 FIRST AVE.
5-16	THOMPKINS SCHOOL	1300 W. MILL RD.
5-17	CHRIST LUTHERAN CHURCH	200 W. MILL RD.
5-18	SALEM UNITED METH. CHURCH	6311 KRATZVILLE RD.
5-19	HARWOOD MIDDLE SCHOOL	3013 FIRST AVE.
5-20	ALBRIGHT UNITED METH. CHURCH	606 VAN DUSEN AVE.
5-21	HOSE HOUSE # 17	425 W. MILL RD.
5-22	NORTH PARK LIBRARY	750 NORTH PARK DR.

6-1	CEDAR SCHOOL	2100 N. FULTON AVE.
6-2	FULTON SQUARE HOMES	1328 DRESDEN ST.
6-3	EMMANUEL PRESBYTERIAN CHURCH	1230 FOUNTAIN AVE.
6-4	ST. BONIFACE SCHOOL GYM	2031 W. MICHIGAN ST.
6-5	SCHNUTE TOWERS	1030 W. FRANKLIN ST.
6-6	HOSE HOUSE # 5 (6-16)	2413 W. MARYLAND ST.
6-7	CEDAR HALL SCHOOL (6-1)	2100 N. FULTON AVE.
6-8	HOWELL PARK SHELTER HOUSE	SOUTH BARKER AVE.
6-9	HOWELL UNITED METH. CHURCH (6-10)	1408 STINSON AVE.
6-10	HOWELL UNITED METH. CHURCH	1408 STINSON AVE.
6-11	ST. JAMES UNITED METH. CHURCH	3111 HILLCREST TER.
6-12	DANIEL WERTZ SCHOOL	1701 S. RED BANK RD.
6-13	TEKOPPEL SCHOOL	111 N. TEKOPPEL AVE.
6-14	WESTMINSTER PRESBYTERIAN CHURCH	3027 MT. VERNON AVE.
6-15	ST. BONIFACE SCHOOL GYM (6-4)	2031 W. MICHIGAN ST.
6-16	HELFRICH GOLF COURSE CLUB HOUSE (P-4)	1550 MESKER PARK DR.
6-17	TEKOPPEL SCHOOL-WILLS ST. ENT. (6-13)	111 N. TEKOPPEL AVE.
6-18	ST. JAMES UNITED METH. CHURCH (6-11)	3111 HILLCREST TER.
6-19	DANIEL WERTZ SCHOOL (6-12)	1701 S. RED BANK RD.
6-20	BOYS AND GIRLS CLUB	716 W. ILLINOIS ST.
6-21	ST. ANTHONY CENTER FOR FAMILY	2ND AVE & W. COLUMBIA STS.

A-1	ARMSTRONG RECREATION CENTER	15849 BIG CYNTHIANA RD.
C-1	OAK HILL SCHOOL	7400 OAK HILL RD.
C-2	WESTBROOK MOBILE HOME COURT	5901 N. ST. JOSEPH AVE.
C-3	NORTH SIDE CONGREGATIONAL CHURCH (C-7)	820 W. MT. PLEASANT RD.
C-4	CHRISTIAN FELLOWSHIP CHURCH (C-1)	4100 MILLERSBURGH RD.
C-5	MCCUTCHAN UNITED METH. CHURCH	9401 OLD PETERSBURGH RD.
C-6	HIGHLAND SCHOOL GYM	6701 DARMSTADT RD.
C-7	HIGHLAND SCHOOL GYM (C-6)	6701 DARMSTADT RD.
C-8	VANDEBURGH COUNTY GARAGE	5105 N. ST. JOSEPH AVE.
C-9	THOMPSON SCHOOL (5-16)	1300 W. MILL RD.
C-10	HAMILTON GOLF CLUB (5-1)	6901 OLD PETERSBURG RD.
C-11	BETHLEHEM UCC (C-1)	6400 OAK HILL RD.
C-12	MELODY HILL FREE METH. CHURCH (C-11)	5600 WARD RD.
C-13	OLIVET PRESBYTERIAN CHURCH (C-11)	5600 OAK HILL RD.
G-1	GERMAN TWP. VOLUNTEER FIRE DEPT.	5202 KASSON DR.
G-2	CYNTHIA HEIGHTS SCHOOL	7725 BIG CYNTHIANA RD.
G-3	ST. PAULS UCC (G-2)	8701 BIG CYNTHIANA RD.
G-4	ST. JOSEPHS CATHOLIC SCHOOL CAFETERIA(G-7)	6202 W. ST. JOE RD.
G-5	ZOAR CHURCH	4600 CHURCH RD.
G-6	RESURRECTION CATHOLIC CHURCH	5301 NEW HARMONY RD.
G-7	ST. JOSEPH CATHOLIC SCHOOL CAFETERIA	6202 W. ST. JOE RD.

K-1	CAZE SCHOOL (2-21)	2013 S. GREEN RIVER RD.
K-2	ANGEL MOUNDS VISITORS CENTER	8215 POLLACK AVE.
K-3	EAGLES COUNTRY CLUB PARTY ROOM	6000 OLD BOONVILLE HWY.
P-1	ST. MARKS UNITED CHURCH	7501 HOGUE RD.
P-2	PERRY HEIGHTS SCHOOL (P-9)	5800 HOGUE RD.
P-3	WEST SIDE CHRISTIAN CHURCH	1200 N. RED BANK RD.
P-4	WEST HEIGHTS TRADE SCHOOL (6-17)	1430 HARMONY WAY
P-5	CORPUS CHRISTI CATHOLIC SCHOOL GYM (P-9)	5530 HOGUE RD.
P-6	BURDETTE PARK BISHEA BLDG.	5301 NURRENBERN RD.
P-7	ST. MARKS UNITED CHURCH (P-1)	7501 HOGUE RD.
P-8	WEST TERRACE SCHOOL	8000 WEST TERRACE DR.
P-9	CORPUS CHRISTI CATHOLIC CHURCH	5530 HOGUE RD.
P-10	WEST SIDE CHRISTIAN CHURCH (P-3)	1200 N. RED BANK RD.
S-1	SCOTT SCHOOL (S-3)	14940 OLD STATE RD.
S-2	BLUEGRASS CHURCH EDUCATIONAL BLDG. (EAST ENTRANCE)	14240 OLD PETERSBURG RD.
S-3	SALEM UNITED CHURCH	14134 DARMSTADT RD.
S-4	VANDEBURGH CO. 4-H CENTER (SKATING RINK)	404 W. BNVL-N HARM RD.
S-5	VANDEBURGH CO. 4-H CENTER (S-4) (SKATING RINK)	404 W. BNVL-N HARM RD.
U-1	DOGTOWN GARAGE	6201 OLD HENDERSON RD.

PRESCRIBED BY STATE BOARD OF ACCOUNTS

REVISED COUNTY FORMS NO. 20 - 1947  
NO. 21 - 1947

September 27, 1994

QUIETUS  
OFFICE OF COUNTY AUDITOR  
VANDERBURGH COUNTY, INDIANA

EVANSVILLE, INDIANA

NO. 16603

FUND COUNTY REVENUE

\$109.55

I HEREBY CERTIFY THAT: AMERITECH

HAS FILED IN MY OFFICE THE RECEIPT OF THE TREASURER OF VANDERBURGH COUNTY, IN.  
IN THE SUM OF \$109.55 DOLLARS

ON ACCOUNT OF TELEPHONE REIMBURSEMENT  
1303140

SAM HUMPHREY  
AUDITOR VANDERBURGH COUNTY, INDIANA

BY: NSD

-----

Aud: 7/22

30-Sep-94

VANDERBURGH COUNTY TREASURER

MONTH ENDING--AUGUST 1994

CHARGES:

1. TOTAL TAXES COLLECTED	\$9,227,467.22
2. STATE ASSESSED WEED	
3. INNKEEPERS TAX	\$1,830.39
4. CASH CHANGE FUND	\$500.00
5. CERTIFIED TO CLERK	\$68,018.42
6. DEMAND FEES	\$1,867.00
7. DELINQUENT WEED	\$4,234.10
8. DRAINAGE ASSESSMENTS	\$1,284.10
9. BOAT EXCISE TAX	
10. GROSS INCOME TAX	\$423.36
11. LICENSE EXCISE TAX	
12. AIRCRAFT EXCISE TAX	
13. AUTO RENTAL EXCISE TAX	
14. SEWAGE COLLECTIONS	\$12,664.97
15. TAX SALE - ADVERTISING	\$3,125.00
16. TAX SALE - ATTORNEY	
17. TAX SALE - TITLE SEARCH	
18. TOTAL BALANCE OF LEDGER ACCOUNTS - CASH	\$14,854,192.38
19. TOTAL BALANCE OF LEDGER ACCOUNTS - INVESTMENTS	\$4,423,000.00
20. TOTAL CHARGES	<u>\$28,598,606.94</u>

MINUTES  
COUNTY COMMISSIONERS MEETING  
OCTOBER 10, 1994

I N D E X

<u>Subject</u>	<u>Page No.</u>
Meeting Opened @ 5:45 p.m. .... (Delayed due to Solid Waste Meeting)	1
Introductions & Pledge of Allegiance .....	1
Approval of Minutes (October 3, 1994) .....	1 & 11
Comments re Commission Minutes .....	1
(See attached related information)	
Ordinance re Domestic & Sexual Violence/Martha Julian .....	4
(To be advertised on October 17th for Second and Final Hearing on October 24th to coincide with Common Council of City of Evansville)	
County Attorney/Alan Kissinger .....	5
County Drainage Ordinance/Enforcement Provisions (To be advertised on October 17, 1994)	
Superintendent of County Buildings/Mark Abell .....	6
Surplus Properties (Quit Claim Deeds to Valley Watch & Reitz Baseball Boosters Club & Acceptance of Quit Claim Deed from Anthony & Nancy McLean)	
County Highway/Bill Morpew .....	7
Weekly Progress Report Paving Program 4-Wheel Drive Vehicle	
County Engineer/John Stoll .....	8
Request to Go on Council Call/Transfer of Funds Columbia Street Extension Road Plans (app'd.) Division Street Plans/Extension Modification (app'd.) Expressway Commercial Subdivision Road Plans (app'd.) USI Interchange/Change Order/\$1,542.20 (app'd.) Boonville-New Harmony Rd. Signs/'Boonville' restored	
Consent Agenda (approved) .....	12
(copy attached hereto)	
Scheduled Meetings .....	12
Old Business .....	12
Notice re Polling Places/To be advertised 10/24 Voting Equipment/Loaned to Area High Schools and Middle Schools	
Petition to Vacate a Public Easement/Hogue Rd.- Les Shively....(Hearing set at 5:30 p.m. on Monday, November 7, 1994)	
EMA Annual Statement & Quarterly Progress Report .....	12
(Signed by P. Tuley and returned to EMA for transmission to the State)	
Meeting Adjourned @ 6:55 p.m. ....	13

MINUTES  
COUNTY COMMISSIONERS MEETING  
OCTOBER 10, 1994

The Vanderburgh County Board of Commissioners met in session at 5:45 p.m. on Monday, October 10, 1994 in the Commissioners Hearing Room with President Patrick Tuley presiding.

RE: INTRODUCTIONS & PLEDGE OF ALLEGIANCE

President Tuley called the meeting to order, welcomed the attendees, introduced members of the County Staff (Mark Abell, Supt./County Bldgs., County Attorney Alan Kissinger, Commissioner Rick Borries, himself, Commissioner Don Hunter, Chief Deputy Auditor Cindy Mayo and Joanne Matthews, Recording Secretary for the Board) and asked the group to stand for the Pledge of Allegiance.

RE: APPROVAL OF MINUTES (OCTOBER 3, 1994)

President Tuley said the first action item is the approval of the Commissioners' minutes for the October 3rd meeting (last Monday night). In response to query from President Tuley as to whether the minutes of September 26th (which are in the Commissioners' meeting packets tonight) need to be approved, Ms. Matthews replied the Commissioners approved and signed the original minutes last week. She could not make copies for distribution at that time, however, as the new Xerox copier was being installed.

\* \* \* \*

COMMENTS RE COMMISSION MINUTES

Commissioner Rick Borries said, "Mr. President, I would like to make a few comments about the Commission Minutes, since they seem to have become somewhat of a political issue and created a life of their own -- and I think that is very unfortunate. It seems that -- and this is no offense to the reporters that do a very valiant job of covering our meetings every week -- but, frankly, it seems as if journalism gets to a point where we can print anything, even if it is wrong -- and then later we have to do some 'correctifying' I guess. Yesterday, you know, when the readership of one newspaper is the highest -- apparently there was some decision to wait to put this article in, as if this was going to be a big campaign issue. And I wanted to set the record straight here for something, so you'd have an idea. I just passed out a packet of information to you (the Board) and let me explain a little as to what this is all about. If you read the headline, it sounded as if our minutes were in disarray and, frankly, it is quite the contrary. You have before you, Commissioners Hunter and Tuley, several things. First of all, a copy of the old style minutes which used to be common practice back in the 1970's, when there was literally no index. That meant that if any citizen wanted to come and find out what had been said in any particular Commission Meeting, it was strictly hunt and peck. You had to go through and guess what had happened in that particular meeting. And I want to emphasize the aspect of 'minutes', because, frankly, as you can see from this set of minutes from our September 26th meeting, this is a little more than abbreviated minutes -- this is a verbatim transcript. For interested persons in the audience, for attorneys, particularly, I guess, who are involved in legal matters that face the County, for citizens who may see his or her item on an agenda, they are of vital significance. And I would suppose that even the information hotline network will not include a verbatim transcript of everything that goes on. I mean, you are talking about a lot of work here.

The second thing that I would want you to see is an example from August 6, 1984, in which this old Commissioner made mention not only of the approval of the minutes, but certainly our Secretary's indexing, which up until that time had never been done before. Again, this is quite time consuming as she goes and takes apart all of these transcripts and puts them in order so that

the public can research them. Also, I would want you to see an example of the old County Council minutes (June 12, 1980) where there is no index. Again, the old hunt and peck method. And then you can see that the newer County Council minutes, for whatever reason, have been changed to also include an index. What am I saying? Well, the person who transcribes these is a person who up until 1991 through 1992 also served as Secretary for the Vanderburgh County Drainage Board. So she also had direct responsibility for transcribing every single word that was said in the Drainage Board minutes as well as the County Commission minutes.

Now, it seems to me that if we're going to have a person say that they are going to run for Auditor, we ought to have our figures straight -- and somehow the news ought to reflect this. For example, the 1991 allegations had something like this. One of the dates this person gave was January 9, 1991. That was a Wednesday and there was no meeting, so there were no minutes for a Commissioners meeting. The Commissioners did meet on January 7, 1991 (Monday), and there are twenty-seven (27) pages of minutes from that meeting, signed by the Commissioners and in the permanent record book. On February 18, 1991 there is a set of minutes close to being completed. On May 20, 1991, there are 14 pages of minutes, signed by the Commissioners and in the permanent record book. They are completed. Other dates that were given were May 27, 1991, July 22, 1991, August 19, 1991, and September 30, 1991. Let me emphasize -- NO MEETING, NO MEETING, NO MEETING AND NO MEETING.

In 1992, the allegations go something like this. June 15, 1992 -- again, there is a set of unfinished minutes on tape. June 29, 1992 -- a set of unfinished minutes on tape. July 6, 1992, there is a set of minutes (23 pp.) signed and in the book. July 20, 1992 a set of unfinished minutes. August 24, 1992 -- 10 pp. of minutes that are signed and in the book. August 31, 1992 - 29 pp. of minutes are signed and in the book. September 14, 1992 -- 5 pp. of minutes signed and in the book. September 21, 1992 -- 25 pp. of minutes signed and in the book. November 23, 1992 -- minutes are signed and in the book. November 30, 1992 -- minutes are signed and in the book.

Now, in 1994, May 2, 1994 is a big one in which there was lengthy discussion by at least one personable young attorney, who may have talked for almost an hour. These minutes are partially transcribed. On August 1, 1994 and August 8, 1994 and August 19, 1994 (which was a Friday) there were no meetings of the County Commission.

Now it seems to me that if we're going to run for office and we're going to print things -- that we ought to get it right. We ought to be able to say that if they're not going to have any meetings on these dates -- I mean, in some cases, there is much ado about nothing -- and that is why my comment which oftentimes people would think 'He was just trying to blow it off' -- and that it's not a serious thing when I said it was nitpicking, was hardly the case. But the fact is, this person to my far left over here does a monumental job. For example, in 1991, she transcribed 678 pages of Commissioner and Drainage minutes and 254 for the County Council. (It was later pointed out that this was as compared to 254 pages of County Council minutes for the same period.) In 1992, there were 737 pages of minutes for the Commissioners and Drainage and 142 for the Council. In 1993, there were 940 pages of minutes for the Commissioners, alone. I don't know if that means government is getting complicated or what - - but 940 pages is a lot of work. And that also involves a lot of overtime and a lot of time spent with tape recordings going over and over and over. That is also why we always ask persons to identify themselves at our meetings.

So, again, I guess I am disappointed with the aspect of trying to make a campaign issue out of something that seems to be, at this point, a non issue. And, you know, if we're going to say that a person is going to be responsible enough to say that they're going to be a County Auditor and accuse someone of shoddy bookkeeping, it seems to me we ought to at least get the dates right. So out of twenty-one (21) allegations, eight (8) of which there were supposedly no minutes -- because there were no meetings on those dates. There are also nine (9) sets of signed minutes in the book. So we're down to four sets of unfinished minutes in progress. And that is what this whole thing is all about. Now, instead of talking about substantial issues that may make some sense to people about \$5.7 million surplus that this County now faces in a big

zero, and wanting to talk about political issues -- now we're talking about minutes and we're making accusations here that, again, are incredible, in my opinion. But it seems as if this is a way we can get -- of all things to talk about minutes -- and we're down to four sets. So I'd like to ask the Auditor and, again, I know Ms. Matthews does an excellent job. Again, I have commended her -- as I did on August 6, 1984 for setting up this referenced index -- and I apologize for taking everyone's time. But I think it is very critical that we set the record straight about these minutes. They are vital. And I'll tell you this, if we want to get down to one paragraph -- and at one time Mr. Humphrey wanted to get down to one paragraph and say, okay, motion by Commissioner Borries, seconded by Commissioner Hunter -- we'll get it down to one page. But it is going to be the public; it is going to be the attorneys; it's going to be historical records; it's going to be the future of this community that is going to suffer for a long, long time if we want to get down to a true set of abbreviated minutes. And the media, of all people, will also suffer because of that record. So let's just get our records straight on this; this is serious. I know that there has been some hurt here, some stinging, by these allegations here and people think, "This is chaos". So we're down to four sets to get finished. Certainly, before Commissioner Hunter leaves office we want to get any of the unfinished portions completed so he can sign those. But, again, maybe this Board needs to consider that. If we're going to make a campaign issue out of this, if this poor person has to spend hours and hours and hours transcribing what we thought was an effective communication, then maybe we just ought to blow it off and get down to an abbreviated set of minutes -- make a little paragraph where Commissioner Borries said this and blah, blah, blah -- we can do that. And then we'll have no backlog of minutes -- we can do that. But I always felt this Board was an historical record for the County; it was the County Executive Board; we deal with some tremendously complicated matters and some tremendously important matters -- that is why there are people here in the audience today who see some tremendously important matters for this Board to consider. So we can always go do an abbreviated set of minutes. But I just think if there is some kind of political agenda going on here, I think that's unfortunate. And, again, I just want to set the record straight -- so I will submit this packet for inclusion in the record at this time. Thank you for indulging me. Again, it seems to me that if we're going to have people say they are going to run for the County Auditor's office, they at least ought to go into the Auditor's office and get an accurate check as to when meetings were held and on what dates. But when you get to the point where you're talking about no meetings and minutes for no meetings, then that's kind of incredible. That's voodoo recording, voodoo minute keeping in my vocabulary. I'm not picking on anybody, but I don't see how you can have minutes when there hasn't been a meeting held. (Someone commented, "Like Reagan, voodoo economics!" Mr. Borries said, "Well, this is voodoo record keeping, I suppose. Thank you for indulging. And, again, I am sorry for some confusion. Maybe we can cut some of the comments short. If you want to get down to a set of abbreviated minutes, I'm sure that would be very easy for Ms. Matthews and Mrs. Mayo to do that. Many other boards do. For example, I saw a record of our Solid Waste Minutes, which consisted of a total of about nine (9) pages." Holding up a set of Commission Minutes, printed front and back, Mr. Borries continued, "You're talking about a tremendous amount of work and she basically has about three days to do these. It's pretty tough to do. I think she'd done an outstanding job and I want to commend her for it."

President Tuley said, "I'm glad you took the time to find that information. It's disturbing to think there's that kind of -- I don't know if it's strictly allegations -- the reporters are here. I don't know what attempt there was to verify before the story was printed. But somebody's credibility was shot to you know what with that kind of article when, the information, as you just pointed out, was so inaccurate. But I don't want to cut down. I think it's important that we keep the records as accurate as we can as opposed to 'There was discussion held on such and such and motion was made and seconded by and the vote total was'...."

Commissioner Borries interjected, "We do speak through our minutes. I've said that and I've been advised of that a long time and I understand that. But our minutes can be very abbreviated. We can just say, "Yes, no. Commissioner Borries moved such and such; Commissioner Hunter seconded and so ordered by President Tuley. I mean, we can get down to a page if we have to. But I think it would be unfortunate for the taxpayers and for the historical record of this County. But be that as it may, that is the way it is. And I'm sure that

whatever it takes -- if we need to pay extra to get these minutes done, we do need to get them done before the end of the year because it is an important aspect. And we understand that. But, again, I just see it as somewhat unfortunate, If we're going to make a political bash here -- let's get our facts straight. Let's really set the record straight here and do it right."

Mrs. Mayo said, "One point of clarification -- the Council minutes mentioned were not typed by Ms. Matthews -- that was just a comparison to the Council minutes. And, I guess, the one thing that I do want to say is that of two or three of those meetings, we do have the regular Commissioners' portion completed -- but the rezoning portion is not done. We will have everything to you, ready for signatures **no later than Monday, October 24th**. Everything will be ready to be signed at that time."

Commissioner Borries said, "Thank you. And maybe, again, this Board may consider what we want to do. If it is too much of a burden, we can always cut back. But I think that will certainly impair the future record of the proceedings of this Board. But whatever it takes to set the record straight, I'm prepared to look at all alternatives on that. And by the way, Mr. President, that is the longest period of time we've ever taken to approve minutes and make any comments about minutes."

\* \* \* \*

The meeting continued with President Tuley saying if there are any individuals/groups in the audience who wish to address the Commission and do not find their particular item of interest on tonight's agenda, now is the time to come forward. There was no response from the audience.

RE: ORDINANCE RE DOMESTIC & SEXUAL VIOLENCE

Commissioner Tuley said that Commissioner Borries was at the new conference regarding this the other day, so at this point he'd like to turn this particular matter over to him.

Mr. Borries said, "Thank you, Mr. President. We have in our audience some persons who are very interested and may want to make some remarks regarding this - and I would encourage them to do so. I met with Mayor McDonald this past week to say that at least, personally, I would support the formation of a Domestic and Sexual Violence Panel. And, frankly, I believed that both of you would support this effort, as well. Unfortunately we have seen all too many incidents occur in the news -- highly publicized things that are shaking the very foundations of our nation in relation to, I think, personal behavior. And also because the Vanderburgh County system of government is where the Courts are and the Courts daily face these problems, we must look at other ways -- and certainly some ways -- to lessen this really epidemic of domestic and sexual violence. So I support these efforts and I would say that if you would want to hear from perhaps some persons who might want to make some remarks about this and support it, then we can enter it into the record and begin to advertise it for official approval in Vanderburgh County."

Mrs. Martha Julian was recognized, approached the podium and stated, "I am Martha Julian. I'm a psychiatric social worker and, at this point, I am representing 'See Jane Run', which is an organization of women to encourage women to be involved politically. I could represent a lot of other groups, too, because I belong to a lot of groups that have dealt with this problem for approximately twenty years -- both domestic violence and sexual violence. The question might arise as to why we would need an ordinance, since we hve groups that work on these problems continuously. But the problem has been that we have been the people that were in a position to identify the problems, but not to do anything about them. So I think the beauty of this ordinance is that we would have an ongoing relationship with the people who would have the power to change the system -- so the people with the information would be dialoguing on a continuous basis with the people who have the power to improve the system. We have a lot of our bases covered, but our communication with each other is not wonderful and this would solve the problem. Therefore, I would certainly urge you to support the ordinance to establish the Commission. Thank you."

Commissioner Borries said, "Mr. President, I would also like to recognize City Councilwoman Gail Riecken, because she had also spearheaded efforts in the City to move this ordinance forward."

Mr. Tuley asked Ms. Riecken if she wanted to address the Commission. She expressed her thanks, but indicated she had no comments at this time.

President Tuley said, "I think you're headed in the right direction with this. Like you say, you've had a lot of contact with people who are faced with this problem and forming a task force or committee like this of the so-called community leaders or what have you to hear your concerns and ones who can enact the various laws and what have you to help alleviate the problem -- or at least maybe tone it down a little bit -- is the right approach to take and I commend you for your thought process on doing this."

Commissioner Hunter said, "A good cross section of the community -- it looks like -- is the make-up of your board. It looks like you pretty well touched all bases on it, which is good."

Mr. Borries continued, "Mr. President, if this Board would approve this ordinance today, it could be advertised along the same line of what is going to be done with the Common Council in the City of Evansville where it will be introduced today, advertised on October 17th and approved on Second and Final Reading on October 24th."

Mr. Tuley asked if Commissioner Borries wants to put this in the form of a motion.

Mr. Borries replied, "Yes. I would move that this ordinance establishing an Evansville-Vanderburgh County Commission on Domestic and Sexual Violence be approved on First Reading and advertised for Second and Final Reading on October 24, 1994."

Motion was seconded by Commissioner Hunter. President Tuley entertained discussion. There being none, he so ordered.

RE: COUNTY ATTORNEY - ALAN KISSINGER

County Drainage Ordinance/Penalty & Enforcement Provisions:

Having been recognized, Attorney Kissinger said, "Pursuant to the Commissioners' request, I have reviewed the enforcement provisions in the proposed County Drainage Ordinance and find them to be expansive enough, I think, to deal with almost every situation that may arise. But I think it does pretty well cover any situation that we have had previous experience with or can anticipate having experience with in the future. We are authorized by the Home Rule statutes to adopt these penalty provisions and these enforcement provisions as long as they do not conflict with State Law or as long as our penalties aren't greater than any penalties that may be assessed by some other State authority. I didn't find any of these to be in conflict. I have talked with Mr. John Stoll in reference to the inspection provisions and Mr. Stoll has informed me that basically as far as the inspections are concerned, also, they should cover the situations that can be anticipated, although he has said that he may want to develop a system of inspection procedures and instructions for developers, builders, etc. So I think overall my report in reference to the Drainage Ordinance is, I think it is ready to introduce for advertising and consideration by the Commissioners for adoption."

Commissioner Borries said, "Well, the obvious question here was why, if it is a Drainage Board matter, it is being introduced before this Board. This Board, under the several hats it wears, as the County Executive, has to consider it as a form of a County ordinance and we've had a long, long trail awinding on this one. We've heard from a lot of people. I think that we've really taken into account all of their concerns as best we possibly could and it's time to move forward on this. I want to thank Mr. Jeffers for his work on it. I know it has been an all-encompassing

kind of thing, because again it is very difficult to make everybody happy in all instances. But this one will certainly make things more orderly and, in some cases, tougher in Vanderburgh County in so far as drainage. But it's time we look at it. It's time that we do it. It certainly brings us up to speed with ordinances that are being used in many other counties -- not only in Indiana, but around the country. So at this time I would move to place an Ordinance Establishing Storm Water Drainage Control in Vanderburgh County for approval and, of course, to advertise for Final approval."

Seconded by Commissioner Hunter. So ordered.

Attorney Kissinger stated, "For the Auditor's benefit, Joanne, since there are penalty provisions, obviously, we must go through the full advertising procedure."

Commissioner Borries asked, "Bill, do you think this one I had stuck in the front of the one stamped -- it doesn't have a stamp on it -- but as we speak here, I think he's got a new one and we probably ought to advertise this one. It probably has several revisions in it." The one he has marked **October 10, 1994** is the one we're going to put into advertisement at this time."

Attorney Kissinger noted he has nothing else to report.

RE: SUPERINTENDENT OF COUNTY BUILDINGS

Surplus Properties: Mr. Abell said he has two property issues tonight. One is for Valley Watch, a not for profit organization here in town. He has a Quit Claim Deed from a couple that used to own some property and they have quit claimed it to us. He said, "I need -- if you would like -- to accept that property and then we'll turn around and deed that to Valley Watch, the not for profit group, with this other Quit Claim Deed. And I'd like to pass these to the Attorney to make sure that he looks at them and makes sure everything is in order and maybe make some recommendations. It's from them to us. And this one we turn around and give to Valley Watch.

Attorney Kissinger asked, "John (Blair) these are the proper property legal descriptions for the property?"

Mr. Blair responded, "To the best of our knowledge. We took those off the abstracts and off the tax codes and everything was consistent throughout."

Mr. Abell stated, "And then, you did do title work."

Mr. Blair continued, "We did do complete title work. I can't remember what the name of the company was, but it was Jeff Bosse who went through and did the title work and we found one minor glitch that required phone calls to Indianapolis with the SBA on a bankruptcy that had happened a couple of decades ago -- and everything was cleared on that. It just hadn't been recorded in the Recorder's office. The release of the mortgage hadn't been recorded. So everything is clear as far as we can tell."

Attorney Kissinger said, "The deed seems to be in order and certainly it is appropriate for the County to accept this Quit Claim Deed and the check for \$1.00. Also, it is appropriate for the County to accept the check for \$1.00 with the understanding -- for the benefit of the Commissioners and yourself, John, and Valley Watch, the Quit Claim to us merely says that they are releasing all of their claims to us. If there are any other liens or claims against the real estate, we don't accept them and we're deeding it to you in the same fashion. We're indicating to you that we have clear title, but we have clear title as a result of this Quit Claim Deed and all of those things being understood, in keeping with the intent of the Commissioners, in selling or making this surplus property available to not for profit organizations, I recommend you give favorable consideration to executing this Quit Claim Deed tonight."

Motion to approve was made by Commissioner Borries, with a second from Commissioner

Hunter. So ordered.

Attorney Kissinger informed Mr. Blair that if he will provide us with an address, we will instruct the Recorder to mail the recorded original back to him.

Mr. Blair stated, "I would like to take a moment to say that not only on behalf of Valley Watch and its Board, but on behalf of all the not for profits that have been involved in this, I think what you are doing is really providing us an opportunity to expand and be a better part of the community. Certainly, Valley Watch could never ever have gone into a building like this -- although we're going to deplete our entire resources fixing it up. But we would never have been able to do this in any other fashion, I can almost guarantee that. And I surely appreciate it. Thank you."

Commissioner Borries said, "I, personally, want to say that I know you are deeply concerned about a lot of environmental issues and you speak for a lot of people and their concerns. So we're happy to work with you."

Attorney Kissinger said, "John, I want to thank you for saving me a lot of work."

Mr. Abell continued, "Along those same lines -- one more time. We spoke about this last week. The Reitz Baseball Boosters had a piece of property that they were requesting to purchase from us. They are a not for profit organization. Again, I have a Quit Claim Deed with the correct legal description of the property on here -- much the same type paperwork. I'll pass this on down, along with a check for \$1.00, from the Reitz Baseball Boosters Club. I'll pass that to the attorney and have him look that over."

Attorney Kissinger said, "This particular deed should be signed by President Tuley. Since there is a signature line for only one Commissioner, it's appropriate for the President of the Commission to sign this one."

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

Mr. Abell commented, "We're slowly getting rid of them -- I think we're doing a good thing with them. We're slowly whittling down our list of surplus properties and that concludes my report for the evening."

RE: COUNTY HIGHWAY - BILL MORPHEW

Weekly Progress Report: Mr. Morphew submitted the Weekly Progress Report for period of September 30, 1994 thru October 6, 1994.....report received and filed.

Paving: In response to query from Commissioner Borries, Mr. Morphew said they are going to be finishing County Line Rd. West. They should be finished with it tomorrow. While they are out there, they are also doing Schmitt Rd. They will then be moving to a one day stopover on the First Avenue Bridge, just south of Diamond Avenue. They will then be going to Eastview or Oakhill Rd. and thence to Melody Hills. At the same time they are doing that, they will also be doing some concrete work in Melody Hills. In response to query concerning the cooler temperatures, Mr. Morphew said if it gets less than 50 degrees, the batch plants won't mix any hot mix. Right now we're okay. He probably has another three or four weeks of paving weather -- and we have paved right up into Thanksgiving previously. And, it is possible to go beyond that. As long as the weather holds out, they can keep on going until the money runs out.

4-Wheel Drive Vehicle: Mr. Morphew said he has finished the specs on the 4-wheel drive vehicle and would like to put them out for bid this week.

Commissioner Borries said he commends the Vanderburgh County Council for their visionary

approach. We're finally making some progress and he is delighted that the County Highway Superintendent -- a guy who probably has to get out and drive those roads at 3:00 a.m. -- will have this vehicle. He thinks it's long overdue and he's glad Mr. Morphew will have it. He then asked Mr. Morphew how quickly he thinks he'll get delivery of the vehicle. Mr. Morphew said if the bid goes out now, it will still probably be Christmas before he has it.

Commissioner Tuley said the Veterans Services Officer wanted to know if he could go before the Council and he said, "I'll tell you what -- it took the Superintendent of County Highways five (5) tries! If you can do it, go for it.!"

Mr. Hunter said he will save his comments. It must be an election year. If he's out of office, he may have to make a special trip out to the County Garage to see it. This has been a long time in coming. Mr. Morphew may want to have a ribbon cutting ceremony or something.

Commissioner Tuley added his congratulations.

RE: COUNTY ENGINEER - JOHN STOLL

Request to go on Council Call: Mr. Stoll said he is requesting permission to go on Council Call to request an appropriation of \$200,000 from the Cumulative Bridge Fund for contractual services. This will pick up the remainder of some outstanding projects with Waterworks, Schroeder Rd. box culvert and some modifications of guard rail locations on Petersburg Rd. box culvert.

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

Mr. Borries asked if Congress has adjourned.

Mr. Stoll said he thinks they have.

Mr. Borries said, "You know, Congressman McCloskey and Congressman Hamilton had been working to get that \$600,000 put in the budget."

Mr. Stoll responded, "They contacted me and --"

Mr. Borries interrupted "Did it make it?"

Mr. Stoll said, "They didn't say. The last time they contacted me was prior to the last newspaper articles appearing -- when was that -- last week?"

Mr. Tuley said it was last week.

Mr. Stoll continued, "So I didn't hear anything after that. They basically said they were still trying to proceed with that."

Messrs. Tuley and Borries said we need to find out. That was in the paper and it looked good. He doesn't know how the Senate does that. It seems like they really adjourned in a hurry. Unless they made some cuts on that, we may have some money in there that will really ease our crunch a bit. So if we could check on that, he'd surely like to find out if that made it through.

Mr. Stoll said he will call his office to see what he can find out.

Mr. Tuley humorously suggested that perhaps the Commissioners should have Mr. Morphew call -- if he can get a 4-wheel drive vehicle out of Council.

Columbia Street Extension Road Plans: Mr. Stoll submitted these street plans for approval.

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

Mr. Stoll subsequently explained that this runs 1,000 ft. west off Burkhardt Rd. It will stop at Kimber Lane for now, but it eventually will go to Royal Avenue.

Mr. Stoll said the Drainage Board will need to review where these pipes outlay into the legal drains -- so the Commissioners will probably be seeing these same plans again at the next Drainage Board meeting.

Motion to approve the road plans, as submitted, was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Division Street Road Plans/Extension Modifications: Mr. Stoll said this is the modifications of Division Street out to access to the Hartmann property -- out next to the Cross Pointe Subdivision. This is the one-way portion of the street and this will eventually tie into the north-south street, an extension of Virginia Street and an extension of Cross Pointe Boulevard. The modifications that have been made provide a greater separation of this road at its intersection with Cross Pointe Boulevard and he believes it increases the separation by about 20 ft. to 25 ft., so given the tight right-of-way that we have to work with and the proposed termination of the one-way street, he feels that this is a workable plan.

Commissioner Borries said, "While John is getting set up, we have had several letters from -- Mr. Farny is here in the audience this evening, he believes -- but we received several letters from other developers nearby who, I guess, this Board asked to negotiate and come up with an agreeable plan out here -- a equality entrance -- and, frankly, there have been a lot of comments made now by some that say that Mr. Stoll had, for whatever reason, changed his original comments. But I think it needs to be clearly stated in the record that this one-way street access will promote very smooth flow of traffic in there and at the meeting we held on this rezoning, I believe that was the first time that was ever mentioned as an alternative. So that was one of the restrictions that this Board placed on it, along with there will be no truck traffic. All heavy commercial truck traffic has to go north to Virginia Street -- that I guess the Hartmann group says they are going to put through -- because there will be no truck traffic on this particular road. This is one-way for basically passenger vehicles only is what we're talking about. So I just wanted to read into the record here from Keith Lochmueller, President of Bernardin-Lochmueller & Associates, addressed to Mr. John Stoll:

'Dear John,

I have reviewed the proposed plans for the modification to the entrance of the Cross Road/Cross Pointe Development. Considering that a one way street is being proposed as an entrance only that will be free flowing in nature, I do not consider this a problem.

To go one step further, I instructed our traffic division to look at the problem. Enclosed is a copy of their response.'"

Continuing, Mr. Borries stated, "Mr. Farney is here in the audience and we have a copy of his response, as well, to be included in the record."

Mr. Stoll said, "The way the one-way street terminates as it is drawn, it won't have the situation where the one-way traffic and two-way traffic meet head on. You will have to turn to make the wrong way movement down that street. So we won't run into any situations like we've got downtown -- like at Third & Sycamore. So I think that will help improve the safety of the one-way section." Mr. Stoll said he recommends the plans be approved.

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

Attorney Kissinger stated, "I would like to point out also that John and I conferred on this matter and there was input from other parties. As I explained to John and would like to explain to the Commissioners now, we are approving the plan. If there are any other legal or technical problems that need to be worked out before this is put into effect, then whatever parties feel that they have an appropriate interest can pursue whatever other remedies there are. But as far as John Stoll, the County Engineer, is concerned -- I think he has more than done his job on this and I think his recommendation is appropriate based on the other input that he has had."

Mr. Hunter asked, "So everything we're doing is legal and proper?"

Attorney Kissinger responded, "Now, I didn't say that, Mr. Hunter. No, I'm not saying that. What I am saying is, yes, and far as the Commissioners' authority is concerned, this is not approval to go ahead and do whatever you want to do out there. This is basically a approval of the roadway as far as it goes at this time."

Mr. Hunter asked, "It is within our power and authority to do that?"

Attorney Kissinger replied, "Yes, it is. And if they're in conflict with Area Plan Commission or whomever, then those entities have their job to do, as well. But as far as this Commission is concerned, John's recommendation is appropriate at this time and your vote is appropriate."

Mr. Stoll said, "Correct me if I am wrong. This is the first phase of this construction as to what was approved in the zoning where we'll have the north-south Virginia Street and Cross Pointe Boulevard. So this is just the first step."

Commissioner Borries said, "I think it is also important to remember back when Mr. Stoll made comments about this whole plan -- long before it came to the rezoning. There was on the Master Plan an Indiana Street. Today Builder's Square sits right where the proposed Indiana Street was going in. So there was a change in the previous development. So I just think that needs to be put in for the record -- that changes were made all down the line -- but, to me, as Commissioner Hunter so aptly pointed out, a one-way street certainly moves the traffic in a passenger way and looks as though it will be a good remedy for that area."

Mr. Hunter said, "Well, through no fault of ours, the entire configuration out there has been modified. We have done -- and, John, I just leaned over and told Pat -- I think you have the total support of three County Commissioners on this and I think you have done an excellent job in dealing with what I consider a very difficult situation -- and it may not be over yet. And I concur that this growth plan is the best we can do and I think it will work -- and Bernardin-Lochmueller thinks it will work."

Commissioner Tuley said, "And they may come up with something better -- but only with the total agreement of the parties involved."

Mr. Hunter said, "That's right."

Mr. Borries stated, "In fact, I think we adjourned the meeting to make sure those kinds of negotiations would go. But as they say, 'You can lead the folks to the water, but you can't make them drink.' We got them all there, but this was the best we could work out."

Expressway Commercial Subdivision: Mr. Stoll said what they are proposing to build is Weston Road, which will be a new road on the south side of the convenience store and a small extension of the road on the north side of the convenience store, as well as the north-south road between the two roads.

Mr. Hunter asked if this will go on across into the shopping center?

Mr. Stoll confirmed that it will.

Mr. Hunter said we need to put a light up of some kind or other. He also thinks these people worked out most of their problems -- not that we're dealing with it -- but with the drainage problems they had.

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

USI Interchange/Change Order: Mr. Stoll said the final item on his agenda is a Change Order in the amount of \$1,542.20 (an increase) concerning the USI Interchange. This change was the result of some modifications on how the electricity would be run to the street lights. Originally there were four service points and it was re-designed to run off a single service point. He would recommend the change order be approved.

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

Mr. Stoll said this concludes his report unless the Commissioners have questions.

Mr. Borries said, "John, I was pleased to see -- and I guess I must have offended some, and I don't mean to do that, although that is the story of my life with some of the things I do. But I hear that all of the Boonvilles are back up on the Boonville-New Harmony Rd. signs."

Mr. Hunter said, "Doggone it, that was my 'new business' tonight. That was my big thing - that they had put Boonville back in Boonville-New Harmony. I can't imagine why."

Commissioner Borries apologized, saying he didn't mean to offend anyone in the Indiana Department of Highways, but he got offended when it happened and he knows other members on this Board did -- so he's pleased to know it's back. He wants to go back out there and look at it.

Mr. Hunter interrupted, "Oh, it's there. I came rolling in yesterday and just like a miracle it reappeared -- just like it disappeared."

President Tuley commented, "By golly, they do hear us sometimes, don't they?"

Commissioner Borries said, "They do. They really do. And I want to particularly commend Commissioner Fred 'Poole, because I did make him aware of this when he was down, and also by letter. So I certainly don't want to offend Commissioner P'Poole in all of this and I'm certainly very grateful.

Mr. Hunter said, "Oh, I think he was very sympathetic and I think it was very embarrassing to him."

Mr. Borries said, "So I'm glad to see that it is back up there."

RE: APPROVAL OF MINUTES

The meeting continued with Commissioner Tuley noting that since both Commissioners have now had the opportunity to read last week's meeting, does he have a motion.

Motion to approve the minutes, as engrossed by the County Auditor, was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Commissioner Tuley addressed Joanne Matthews, saying to put the minutes in a location where a certain 'Auditor' can find them.

Ms. Matthews responded, "Absolutely."

RE: CONSENT AGENDA

President Tuley entertained questions or comments concerning the Consent Agenda. There being none, a motion was entertained.

Motion to approve the Consent Agenda, as printed, was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered. (Copy attached herewith)

RE: SCHEDULED MEETINGS

It was noted by Commissioner Tuley that a calendar of scheduled meetings is attached to tonight's agenda. There are no meetings this week, but a couple of meetings next week.

Commissioner Hunter said he would like to point out Thanksgiving Day in Canada. Commissioner Borries stole his other news -- so it's Thanksgiving Day in Canada -- and it's an important day.

RE: OLD BUSINESS

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

Notice re Polling Places for General Election: Secretary Matthews reminded President Tuley that she needs him to sign the Notice to be published concerning the polling places for the 1994 General Election. The list, as submitted by Mr. Jon Hill of Voter's Registration, was approved the in last week's meeting.

Voting Equipment/Loaned to Area High Schools & Middle Schools:

Commissioner Borries said, "Under Old Business, I just want to say something in behalf of the County Election Board. They worked with us in the schools to loan us some of the surplus voting units and Ms. Matlock in the Election Office has tailor-made a ballot for each of the schools. Tomorrow we're going to get those out to North High School and each school will have an official polling place with a ballot and everything -- so all of the students will be able to use that. They can use them for mock elections and everything. She's done a real fine job in getting every school (6 high schools, including the Signature School) and then 10 of the middle schools. Each will have their own separate ballot -- so that will be good.

Mr. Hunter said there is an Indiana mock election that the Chamber of Commerce or somebody is running.

RE: PETITION TO VACATE A PUBLIC EASEMENT/HOGUE RD.

President Tuley said he has a Petition to Vacate a Public Easement/Hogue Rd. from Attorney Les Shively. He would like to have a hearing date set and has suggested the first meeting in November (November 7th).

Motion to set the Hearing Date at 5:30 p.m. on November 7, 1994 was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered.

RE: EMA ANNUAL STATEMENT & QUARTERLY PROGRESS REPORT

Mr. Tuley said he is requesting permission to sign this report so he can return it to Jane Snelling in EMA for forwarding to the State. He has reviewed it. It shows all the requirements and qualifications, seminars that have been attended, etc.

Motion to authorize Commissioner Tuley to sign the report was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

Mr. Tuley asked that Ms. Matthews get the original to Ms. Snelling in EMA.

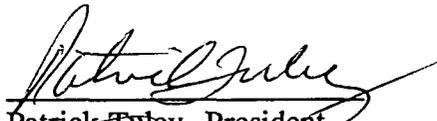
President Tuley entertained further matters of business to come before the Board. There being none, he entertained a motion for adjournment.

Motion to adjourn was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered. Meeting adjourned at 6:55 p.m.

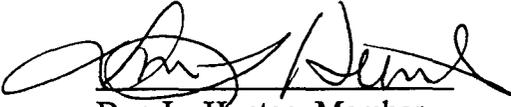
PRESENT:

Patrick Tuley  
Richard J. Borries  
Don L. Hunter  
Cindy Mayo/Chief Deputy Auditor  
Alan M. Kissinger/County Attorney  
Mark Abell/Supt./County Bldgs.  
John Stoll/County Engineer  
Bill Morphew/County Highway Supt.  
Martha Julian/See Jane Run  
Gail Riecken/City Councilwoman  
Others (Unidentified)  
News Media

SECRETARY: Joanne A. Matthews

  
Patrick Tuley, President

  
Richard J. Borries, Vice President

  
Don L. Hunter, Member

MINUTES  
COUNTY COMMISSIONERS MEETING  
OCTOBER 17, 1994

I N D E X

Subject	Page No.
Meeting Opened @ 5:50 p.m. ....	1
Introductions & Pledge of Allegiance .....	1
Cash Management Services/Agreement & Resolution .....	1
Azteca Milling Company.Industrial Development Grant .....	1
Drainage Ordinance .....	2
(Second Reading on 10/24/94 & Third Reading on 10/31/94)	
County Attorney/Alan M. Kissinger .....	2
Ordinance re Sexual & Domestic Violence (New Draft to be Prepared and Advertised)	
Community Corrections/Attorney Kissinger to research responsibility or assigning individuals to the facility and report back to the Commissioners	
Superintendent of County Buildings/Mark Abell .....	3
Request to go on Council Call Surplus Vehicles/Advertisement (10/20/94 @ 8:00 a.m.) Acceptance of Checks/Surplus Properties United Way Campaign (Two months parking/Auditorium Parking Lot authorized for the city) Legal Aid/Pay Phones that cannot dial 435 Prefix	
County Highway/Bill Morpew .....	4
Weekly Progress Report Paving Program Salt Barn	
County Engineer/John Stoll .....	4
Lynch Road Paving Project/Notice Letter Lynch Rd. Bridges & Grading Project/Change Order Agreement with ATEC/Soil Testing/Upper Mt. Vernon Rd. Mt. Ashley Rd./Mt. Ashley Sub/Street Acceptance The Villas/Street Acceptance (Baybury Dive, Pepperidge Lane and Winterbury Drive) Travel Request/Tom Goodman (November 1st) Franklin Street Bridge Project/Levee Permit Authorization for Holiday Work/Chad Jordan (Will need to transfer approx. \$300 into account) Claim/ATEC Appropriation Bill (did not pass the Senate)	
Consent Agenda (Approved) .....	7
Scheduled Meetings .....	7
Old Business (none) .....	7
New Business .....	7
(Authorized reduced rent of Bishea Bldg. at Burdette Park on 10/29/94 or Jr. Football League)	
Southwestern District Mtg./Indiana Association of County Commissioners/Ramada Inn on 10/19/94	

Approval of Minutes (October 10, 1994) .....	7
(Approval of Rezoning Transcript of 8/15/94)	
Commission Minutes/Floyd County	
(Commissioners can opt for 'Minutes' or 'Transcript')	
Meeting Adjourned @ 6:26 p.m. ....	8
Meeting Reconvened @ 6:28 p.m. ....	8
No Rezoning Hearings .....	8
Meeting Adjourned @ 6:29 p.m.	

TRANSCRIPT  
COUNTY COMMISSIONERS MEETING  
OCTOBER 17, 1994

The Vanderburgh County Board of Commissioners met in session at 5:50 p.m. on Monday, October 17, 1994 in the Commissioners Hearing Room with President Pat Tuley presiding

RE: INTRODUCTIONS & PLEDGE OF ALLEGIANCE

President Tuley called the meeting to order and stated that today is October 17th -- not the 10th as shown on tonight's agenda. He then welcomed the attendees, introduced members of the County Staff (Mark Abell, Supt./County Buildings; Alan Kissinger, County Attorney; Commissioner Rick Borries, himself, Commissioner Don Hunter, and Joanne Matthews, Recording Secretary for the Board. He stated County Auditor Sam Humphrey is enroute to the meeting. He subsequently asked the group to stand for the Pledge of Allegiance. Mr. Tuley said it looks like the Board has a short agenda this evening. A particular individual in the news media asked that the Board try to expedite the meeting and the Board will try to do that for her.

RE: CASH MANAGEMENT SERVICES/COUNTY TREASURER

Having been recognized, The County Treasurer, Jayne Berry-Bland, stated all she has for action tonight is the Depository Agreement between the County Commissioners, the County Treasurer and Old National Bank. Attorney Keith Rounder has looked over the agreement, we've made some changes in the agreement with the Bank's attorney and it is now finalized and ready to be signed. She also has the Resolution concerning the Investment Management Policy for the County Treasurer's and County Commissioners' signatures. Dave Mitchell is here this evening representing Old National Bank, and he will also need to sign the agreement.

Mr. Tuley asked, "This is the agreement we've already agreed to for the Cash Management Services, which was the bidding process that was done on which we received bids through the local banks?"

The County Treasurer confirmed this is correct.

Attorney Kissinger said, "I think it would also be appropriate as far as the Resolution is concerned to make a motion to adopt the resolution."

Motion to sign the agreement and adopt the Resolution was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

RE: AZTECA MILLING COMPANY /INDUSTRIAL DEVELOPMENT GRANT

President Tuley said he doesn't see Mike Robling from the Department of Metropolitan Development, but Commissioner Borries has been in contact with him.

Commissioner Borries said, "Mr. President, what this is, is a fairly routine request here that is the execution of the Industrial Development Grant Agreement (IDGF #94-318). There is a statement about a Drug Free Workplace certification, a non-collusion affidavit, and signature cards for Azteca Milling Company infrastructure improvements and the grant request is for \$375,000.00. This goes to the State of Indiana. It will be returned to Mr. Robling for transmittal to IDO, which is the Indiana Department of Commerce. If we agree to this, I think then the State has been contacted and I would assume at this point that this grant can be secured.

I think that -- well, I know the President has to sign it -- and I think it says Alan Kissinger has

to sign it as Legal Counsel. There are two authorization signature cards for payment of claim vouchers and signatures for the President of this Board to sign -- and I think that is it."

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

RE: DRAINAGE ORDINANCE

It was noted by Commissioner Borries that Bill Jeffers is here and he believes this the evening the Board was going to have First Reading of the Drainage Ordinance.

Ms. Matthews said the Board had First Reading last week and instructed her to advertise Second and Final Reading. Second Reading will be on October 24, 1994 and Final Reading will be held on October 31, 1994.

Attorney Kissinger confirmed this is correct and it has been thusly advertised -- so Mr. Jeffers can go home.

Commissioner Borries said he stands corrected.

RE: COUNTY ATTORNEY - ALAN KISSINGER

Ordinance re Sexual & Domestic Violence: Attorney Kissinger said it is his understanding in talking with Joanne Matthews that when this sponsoring group provided the Board with a copy of that Ordinance, they provided us with a copy of one of the first drafts -- which is not the final draft. This Ordinance has to be adopted in conjunction with the Ordinance that is adopted by the City -- and the one the City is considering is the final draft. Ours is not the final draft. A new draft needs to be considered and adopted by the Board after the appropriate advertisement. He would move that the Board take no action on this ordinance tonight, except that it will be appropriate to advertise the appropriate ordinance for consideration at the appropriate time after advertising.

Commissioner Borries asked, "Do we have that copy for submittal tonight?"

Attorney Kissinger said, "No, we do not -- but Joanne is going to get us a copy of that and that will be the subject of advertisement for legal publication. And, that is not the fault of Joanne or anyone else. I think it was an oversight by the people...as a matter of fact, but for Joanne's investigation, we would not have discovered that. We may have adopted the wrong ordinance. I have nothing further to report."

Community Corrections: Commissioner Borries said he has one more item. He read in the newspaper this morning that a person who was assigned to the Vanderburgh County Community Corrections facility was involved in a further alleged criminal incident at this time. "I guess my question is, much of the discussion that we have had concerning this facility and a shift in responsibility of authority or at least at this time our attorney's opinion of where the responsibility rests. I would want to ask our attorney to -- or move if this Board would agree - - that the Attorney research the question of assignment. Who has the authority to assign individuals to this correctional facility? If this Board has the authority over that facility, it would seem that this Board then would be able to empower certain individuals -- be that the Director or a screening committee -- to review perhaps the persons who might be assigned to that facility and, in some cases, at that point, based on recommendation from that Director, advise this individual that certain individuals would not be assigned to that facility. So at this time I would want to move that the Attorney research that point as to who has the power to assign individuals to the Vanderburgh County Community Corrections facility."

Seconded by Commissioner Hunter. So ordered.

Attorney Kissinger stated, "I will review the enabling legislation and get you an opinion as quickly as I can on that."

The Commissioners thanked Mr. Kissinger.

RE: SUPERINTENDENT OF COUNTY BUILDINGS - MARK ABELL

Request to Go on Council Call: Mr. Abell said he needs to request permission to go on Council Call for transfer of funds for \$90.00 from one account into his PERF account. He was one of those (and he think there were many) who was slightly unfunded in their PERFS due to the change in interest rates from one year to the next.

Commissioner Tuley said, "Mark, that is under the Consent Items. You have a request in."

Mr. Abell apologized and said, "Scratch that one, then. I wasn't aware of it being in the Consent Items."

Surplus Vehicles/Advertisement: Mr. Abell said he has a copy of the advertisement concerning the surplus vehicles -- the public auction we will have Wolfe's Auto Auction handling for us this year. The date is October 20th at 8:30 a.m. He will pass this copy down to the County Attorney and have him look at it to see if it is appropriate.

Attorney Kissinger said he has already reviewed this and he believes it is appropriate and meets the statutory requirements.

Mr. Abell said he would just like to enter that into the record. And, again, that will be October 20th at 8:30 a.m. at Wolfe's Auto Auction.

Acceptance of Checks: Mr. Abell said we received two checks in the amount of \$1.00 each last week for surplus properties. He quietused those into the Auditor's office and just would like to run these receipts down to Joanne for official record keeping.

United Way Campaign: Mr. Abell said that Commissioner Borries requested that for the City United Way Campaign this year, they requested two (2) parking spaces -- or one?

Commissioner Borries said, "The City had asked if one of their incentives could be to waive two (2) months parking at the Auditorium Parking Lot as a promotional item for the United Way Campaign.

The other two Commissioners indicated this would be all right with them.

Mr. Abell said he will inform them that this was -- was that one or two?

Commissioner Borries stated, "Two."

Legal Aid: Mr. Abell said a letter was sent to the Commissioners' office by Legal Aid stating there are some pay phones still in the City that will not allow the user to dial 435 prefixes. This was forwarded to us by Sue Hartig. There is really not much that we can do. We don't own the pay phones that are not operable and her letter wasn't real specific as to which ones are causing the problems. That doesn't mean to say there isn't the problem out there, but he doesn't know which ones it would be with -- and it is difficult for us to do anything about it. He did inform Ameritech. They have started to look into it to try to ascertain which phones do not allow the user to dial that prefix.

Mr. Borries said that is what he does not understand. Does it have something to do with electronic dialing or something? He can't imagine a local pay phone would not be able to dial

a 435 prefix.

Attorney Kissinger said, "That is a bit unusual, especially in consideration of the fact that the School Corporation has a 435 prefix.

Mr. Abell stated, "The only thing -- Norm Davenport worked on it and he told me there may be some what they call 'smart' sets out there at some of the pay phones. I am assuming that would be one of their newer models that might have some intelligence built into the set and, like a computer, you have to go in and code it anytime there is a new prefix. Apparently, these phones have not been coded. They are owned by whatever business or entity whose property they are on. So we can't really go in and demand that they do anything. We can send letters informing them that we do have this new prefix, could they please include it into their phones. But first, we need to find out where that is occurring."

Commissioner Tuley suggested, "Mark, why don't you do this? Contact Sue and if she gets calls or notification -- find out which phones specifically. Can we type up a form letter, so to speak, that the Commissioners could sign and ask them to do whatever is necessary to correct this?"

Mr. Abell responded, "I would be happy to do that. And I think that should take care of it. That concludes my report."

RE: COUNTY HIGHWAY - BILL MORPHEW

Weekly Progress Report: Mr. Morphew submitted copies of the Weekly Progress Report for week of October 7, 1994 thru October 13, 1994....report received and filed.

Paving Program: In response to query from Commissioner Borries concerning the progress on the paving program, Mr. Morphew reported they have finished up on County Line West. They are paving Booker Road tomorrow. Provided it doesn't rain, they are going to finish the First Avenue Bridge, Barberrry Lane and New Maple this week, and then move over to the Melody Hills area.

Mr. Borries asked, "And Melody Hills will take the rest of the money?"

Mr. Morphew replied, "I think I might be able to squeeze in four to five more roads. I'm going to try. We will pave until we run out of money."

Mr. Borries stated, "That's good."

Salt Barn: In response to query from Commissioner Borries as to where we are on the salt barn -- were we not able to secure funds for salt storage in our situation? -- Mr. Morphew replied, "I have 400 tons of salt right now in the galvanized barn that we have. I have been trying to get in touch with a couple of the Council members to find exactly -- I would like to get this barn in this year. And we can still get it up before the snow flies and I have been trying to do that. But I haven't had any return calls yet. I don't know if they want to talk about it or not. Actually, I just missed Curt Wortman today. I called him this morning and he did return my call, but I was out at the time he returned my call. Therefore, I missed him today."

RE: COUNTY ENGINEER - JOHN STOLL

Lynch Road Paving Project: Mr. Stoll said he has a Notice of Letter concerning this project. The project won't get under way for a couple of years, but as part of the notice to discharge storm water and things like that, we've got to supply IDEM with letters stating where the project is and what we're going to have to do. And they've made a revision since the last time. There is another certification that says that "I certify under penalty of law that this document and all attachments were prepared under my directions or supervision in accordance with a system

designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are sufficient penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations." Mr. Stoll noted it's another certification that was omitted the first time and he needs the Commissioners' signatures since it is a County project. It's just one of the many things we have to put together in order to get the project to meet all the requirements through IDEM.

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

Lynch Rd. Bridges & Grading Project/Change Order: Mr. Stoll said the seed mixture specified in the contract is not available at the current time, so a different seed mixture had to be specified and that, in turn, required that mulch be put out there., whereas the previous seed did not require it. All in all it results in a net increase of \$14,682.00 for the project.

Commissioner Borries asked, "Do we have sufficient funds available, do you think, to cover this?"

Mr. Stoll replied, "Since it is Federal Aid it is 80%-20% and we do have the money available. It basically has to be done so there won't be any erosion of the project over the time between when we complete the grading now and the time it will be paved in a couple of years -- so I recommend the change order be approved."

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

Agreement with ATEC/Soil Testing/Upper Mt. Vernon Rd.: Mr. Stoll said this agreement is in a not-to-exceed amount of \$2,600 and he would recommend it be signed.

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

Mt. Ashley Rd./Mt. Ashley Subdivision/Street Acceptance: Mr. Stoll said this is 1,280 ft.

Mr. Hunter asked, "You are recommending we accept this?"

Mr. Stoll replied, "Yes. It was overlooked in the past. That was one of the subdivisions where there were no provisions for any kind of Homeowner's Association. The street was built according to plan and they approved the plans and it has been in place for over a year now -- and I recommend it be accepted."

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

The Villas/Street Acceptance: Mr. Stoll said these three streets (Baybury Drive, Pepperidge Lane, and Winterbury Drive were also constructed according to approved plans and he recommends they be accepted.

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

Travel Request/Tom Goodman: Mr. Stoll said he is submitting a travel request for Tom Goodman to attend a Maintenance and Repair of Concrete Streets Seminar in Indianapolis on November 1st. This will require one (1) night hotel and a County vehicle will be driven to Indianapolis for the seminar. He would recommend approval.

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

Franklin Street Bridge Project/Levee Permit: Mr. Stoll said he has this permit, which will allow the contractor to cross the levee adjacent to the Franklin Street Bridge in order for them to make a work area down off the side of the bridge. It is approved here and then forwarded to the U. S. Army Corps of Engineers for their approval and that of the Levee Authority. It basically says the levee will be put back in the same condition it was found in. They can't change the top elevation or do any damage to the levee. It just basically says the contractor will use it to cross the levee and that is it. He would recommend the permit be signed.

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

Authorization for Holiday Work/Chad Jordan: Mr. Stoll that Chad Jordan, their summer intern, had indicated he would be able to come back to work, if needed, over the Xmas break (December 19, 1994 thru January 6, 1995). We paid him \$7.00 per hour over the summer. Over the holiday time frame it will roughly cost \$800.00 to bring him back. Mr. Stoll said he would like to hire him back over the Christmas break if it is okay with the Commissioners. He will need to transfer roughly \$300 more into the account -- but he can use him in surveying some projects that have kind of been pushed aside -- but they have been kind of backlogged as a result of the work we're doing out on Baseline Rd. It would be very helpful to bring him back.

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

Claim/ATEC: With regard to the contract the Commission just signed concerning soil testing on Upper Mt. Vernon Rd., Commissioner Tuley asked that Mr. Stoll contact ATEC and make a note in the contract that payment is to be received within thirty (30) days from receipt of the invoice by the Auditor's office.

Auditor Humphrey said the law says we have thirty-five days. But we can pay them within 30 days if we get them into the Auditor's office by the 10th of the month.

Mr. Stoll stated, "Payment will be due within 30 days of receipt of invoice by the Auditor's office."

Commissioner Tuley said, "As long as they receive it by the 10th of the month. Cut-off is the 10th of the month."

Mr. Stoll said, "Most of these are standard language and they will work with us -- but I will make a note to let them know that."

Pumpkin: Commissioner Hunter said he thinks Commissioner Borries may be trying to get someone's attention with his friend (a pumpkin).

Commissioner Borries stated, "I was visiting my daughter this weekend and some enlightened person had made this pumpkin and I thought you might enjoy seeing it. I couldn't resist that. I think Commissioner Hunter even enjoyed looking at this."

Mr. Stoll said, "It needs to be purple."

Appropriation Bill: Commissioner Borries said he did not with regret that the appropriation bill approved by the House (which Congressmen McCloskey and Hamilton had sponsored) did not make it through the Senate for the final appropriation bill. He think they are going to try again for the next session. He doesn't know how our Senators from Indiana voted, but it did not pass the Senate and, as a result, at this point we did not receive any appropriations we were hoping

for -- and that's a real disappointment. It's always interesting when you start hearing the rhetoric. Pork barrels are always in somebody else's District, you know; somebody else's table. Certainly, to us, it was badly needed and it is going to continue to be needed as the U. S. Army Corps of Engineers is going to try to wrestle with this problem of what to do with some aging levees up and down not only the Ohio River, but the Mississippi River and everything else. So whatever kind of appropriation bill was finished in the session, according to the Congressman's office did not make it through the Senate. So, as a result, there is no bill. That doesn't mean it's dead forever, but .....

RE: CONSENT AGENDA

President Tuley entertained questions, comments or a motion concerning the Consent Agenda.

Motion to approve the Consent Agenda, as printed, was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered.

RE: SCHEDULED MEETINGS

President Tuley said a calendar of scheduled meetings is attached to tonight's meeting agenda.

RE: OLD BUSINESS

Commissioner Tuley entertained matters of Old Business to come before the Board. There was none.

RE: NEW BUSINESS

Jr. Football League/Request re Bishea Building/Burdette Park:

Commissioner Tuley said this group is requesting a reduction in the cost of renting this building on October 29th. We've done this in the past for not or profit groups. Apparently that time of year there is not a whole lot of activity going on out there. The lady says she has already talked to Mark Tuley and the building is available.

Motion to approve the request was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered. Commissioner Tuley requested that Mark Abell contact Mark Tuley and find out whatever the standard is they reduce the rent down to -- one half, three quarters or whatever -- and give him the phone number and let him make contact subject to this agreement, that the Commissioners approve. He can make a copy of the letter for his use and give the original to Joanne. Commissioner Tuley then entertained further matters of New Business to come before the Board.

Southwestern District Meeting/Indiana Association of County Commissioners: Commissioner Borries noted this Wednesday night will mark this meeting, which will be held at 5:00 p.m. at the Ramada Inn. He thinks dinner is at 6:00 p.m. There will be, certainly, discussion about concerns of local government at that session and priorities that have been identified through the County Commissioners Association for looking at next year's Legislature -- not the least of which is, again, a rather specific call for assistance on infrastructure funding, where there is simply no magic in many counties to be able to match the needs that are out there in so far as aging roads and bridges. He is sure that will be a topic of discussion and, again, that meeting is this Wednesday at the Ramada Inn.

RE: APPROVAL OF MINUTES

In response to query from Commissioner Tuley, Ms. Matthews said the minutes the Commissioners have for approval tonight is from last week's meeting -- October 10, 1994.

Motion to approve the minutes of October 10th, as engrossed by the County Auditor, was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered.

President Tuley noted he also has the transcript of the August 15, 1994 lengthy Rezoning Hearing concerning the Hartmann property. The minutes for the regular portion of the Commission Meeting have already been approved. He would entertain a motion to approve and sign the Rezoning transcript.

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

Commissioner Tuley entertained further matters of business to come before the Board.

Minutes/Floyd County Commissioners: Commissioner Borries said Auditor Sam Humphrey has given the Commissioners a sample of the Commission Minutes from Floyd County. For informational purposes, their minutes are not quite two pages. Again, he, personally, thinks it would be a giant step backward to do that -- but there is an option there where we can do 'minutes' rather than a 'transcript account' of the Commission meetings. But, tonight ought to be an easier one.

There being no further business to come before the Board at this time, President Tuley entertained a motion for adjournment.

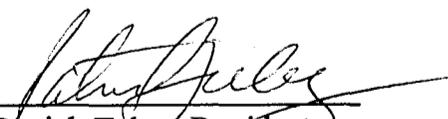
Motion to adjourn was made by Commissioner Hunter, with a second from Commissioner Borries. So ordered. Meeting was adjourned at 6:26 p.m.

No Rezoning Hearings: At 6:28 p.m., President Tuley reconvened the Commission Session to announce there will no Rezoning Hearings this evening at 7:00 p.m. He then adjourned the meeting at 6:29 p.m.

PRESENT:

Patrick Tuley  
Richard J. Borries  
Don Hunter  
Sam Humphrey/County Auditor  
Alan M. Kissinger/County Attorney  
Mark Abell/Supt., County Buildings  
John Stoll/County Engineer  
Bill Morphew/County Highway Supt.  
Jayne Berry -Bland/County Treasurer  
Dave Mitchell/Old National Bank  
Bill Jeffers/Surveyor's Office  
Others (Unidentified)  
News Media

SECRETARY: Joanne A. Matthews

  
Patrick Tuley, President

  
Richard J. Borries, Vice President

  
Don L. Hunter



BOARD of  
COMMISSIONERS  
of the County of Vanderburgh

RICHARD J. BORRIES

DON L. HUNTER

PATRICK TULEY

AGENDA

VANDERBURGH COUNTY COMMISSIONERS  
OCTOBER 10, 1994

17

5:30 P.M.

FINAL

- 1. CALL TO ORDER
- 2. INTRODUCTIONS
- 3. PLEDGE OF ALLEGIANCE
- 4. ACTION ITEMS

A. Jayne Berry Bland/County Treasurer *DP/RS*  
re: signatures for cash management services

B. R. Michael Robling/Metropolitan Development - *DP/RS*  
re: Azteca Milling Company

5. DEPARTMENT HEADS

Alan Kissinger -----	County Attorney ✓
Mark Abell -----	Superintendent of County Buildings ✓
Bill Morpew -----	County Garage ✓
John Stoll -----	County Engineer ✓

6. CONSENT ITEMS

- A. Travel/Education  
\*Health (6) \* EMA (1) \* to be paid from their funds
- B. Employment Changes  
\*lists are in folders
- C. Council Call/ County Commissioners  
/ Superintendent of Co. Bldgs.  
/ Health Department

7. SCHEDULED MEETINGS - LIST ATTACHED

8. OLD BUSINESS

9. NEW BUSINESS

10. MEETING ADJOURNED

~~REZONINGS~~ AT 7:00 PM

*None*

COUNTY ENGINEERING DEPARTMENT

CONSENT AGENDA

OCTOBER 17, 1994

CLAIMS:

ENGINEERING EQUIPMENT 203-4429	
William Higgins (Reimbursement/Seminar exp)	\$ 60.39
Community Jobs Club (Inv. #13)	\$115.00

# October 1994

SUNDAY

MONDAY

TUESDAY

WEDNESDAY

THURSDAY

FRIDAY

SATURDAY

2 275 / 90	3 276 / 89 3:30pm Dept. Head Exec. Session 4:00pm 5:30pm Commissioners	4 277 / 88	5 278 / 87 3:30pm County Council	6 279 / 86	7 280 / 85 Pay Day	8 281 / 84
9 282 / 83	10 283 / 82 Thanksgiving Day (Canada) Columbus Day 4:30pm Solid Waste 5:30pm Commissioners	11 284 / 81	12 285 / 80	13 286 / 79	14 287 / 78	15 288 / 77
16 289 / 76	17 290 / 75 4:00pm Exec. Session 5:30pm Commissioners 7:00pm Reasonings	18 291 / 74 9:00am Insurance Comm.	19 292 / 73	20 293 / 72 9:00am Steering Comm. 12:00pm PC - Technical 5:00pm Pigeon Creek	21 294 / 71 Pay Day	22 295 / 70
23 296 / 69	24 297 / 68 4:00pm Exec. Session 5:30pm Commissioners 6:30pm Drainage Brd.	25 298 / 67	26 299 / 66 3:30pm Personnel & Finance	27 300 / 65	28 301 / 64	29 302 / 63
30 303 / 62 Daylight Savings--set back 1 hour	31 304 / 61 Halloween 4:00pm Exec. Session 5:30pm Commissioners					

September

S	M	T	W	T	F	S
	4	5	6	7	8	9
	11	12	13	14	15	16
	18	19	20	21	22	23
	25	26	27	28	29	30

November

S	M	T	W	T	F	S
	6	7	8	9	10	11
	13	14	15	16	17	18
	20	21	22	23	24	25
	27	28	29	30		

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department Legal Aid Society of Evansville, Inc. *ad*

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
	Paula Stegemoller	9511 Farmington Drive	part time help	5 00 per hour	9-29-94

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY *S. A. Hartig* DATE *9/29/94*

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department 213.0 *ad*

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
1460	Fleming, Ronda K.	1446 W. Bnvi-New Harmony Rd. 47711	Transcriber	14,691 00	10/24/94

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY *Sam Alden* DATE 10/11/94  
Director

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department CIRCUIT COURT

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
260-1980	KARLA CLAYBROOK	EMP# 05224	OTHER PAY	30.00	9-9-94 ✓
260-1980	BETTY CRAIG	EMP# 01696	OTHER PAY	30.00	9-9-94 ✓

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
136-1980	KARLA CLAYBROOK	EMP# 05224	LEGAL/TRANS/PAUPER	30.00	9-9-94 ✓
136-1980	BETTY CRAIG	EMP# 01696	LEGAL/TRANS/PAUPER	30.00	9-9-94 ✓

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY

JUDGE

DATE

OCT 12, 94

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department CIRCUIT COURT

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
260-1980	KENNETH A. HENSON	EMP# 00678	OTHER PAY	30.00	9-9-94 ✓
260-1980	LARRY MCDOWELL	EMP# 01262	OTHER PAY	30.00	9-9-94 ✓
260-1980	JOHN MUELLER	EMP# 01600	OTHER PAY	30.00	9-9-94 ✓
260-1980	JANICE WADE	EMP# 03205	OTHER PAY	30.00	9-9-94 ✓

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
136-1980	KENNETH A. HENSON	EMP# 00678	LEGAL/TRANS/PAUPER	30.00	9-9-94 ✓
136-1980	LARRY MCDOWELL	EMP# 01262	LEGAL/TRANS/PAUPER	30.00	9-9-94 ✓
136-1980	JOHN MUELLER	EMP# 01600	LEGAL/TRANS/PAUPER	30.00	9-9-94 ✓
136-1980	JANICE WADE	EMP# 03205	LEGAL/TRANS/PAUPER	30.00	9-9-94 ✓

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY

JUDGE

DATE

OCT 12, 94

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department CIRCUIT COURT *ml*

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	HR	EFFECTIVE
260-1980	HEATHER HART		PART-TIME CORRECTION OFFICER	5.00	HR	9-26-94 ✓
276-1990	JASON CANNON		PART-TIME CORRECTION OFFICER	5.00	HR	10-2-94 ✓

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	HR	EFFECTIVE

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY *[Signature]*  
JUDGE

DATE OCT 12, 94

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department CIRCUIT COURT *ml*

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	HR	EFFECTIVE
136.1-1260	JAMIE VOGES	EMP# 05175	WORK RELEASE OFFICER	9,202 <sup>8</sup> / 19,142	AN	10-16-94 ✓
505.0136Z-1160	PAUL WOLLENMANN	EMP# 03134	WORK RELEASE OFFICER	9,557 <sup>7</sup> / 19,876	AN	10-16-94 ✓
136.1-1980	CAROL GRANNAN	EMP# 05580	PART-TIME CORRECTION OFFICER	7.00	HR	9-27-94
260-1980	KAREN FARTHING		INTERN	4.75	HR	10-3-94 ✓

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	HR	EFFECTIVE
505.0136D-1140	JAMIE VOGES	<i>STILL PD 40 HRS</i> EMP# 05175	PROBATION OFFICER	10,349 <sup>0</sup> / 21,630	AN	10-15-94
505.0136D-1150	PAUL WOLLENMANN	<i>STILL PD 40 HRS</i> EMP# 03134	PROBATION OFFICER	10,349 <sup>0</sup> / 21,630	AN	10-15-94
136.1-1980	CAROL GRANNAN	EMP# 05580	INTERN	5.00 ✓	HR	9-26-94 ✓

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY *[Signature]*  
JUDGE

DATE OCT 12, 94

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department Auditor *sh*

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
102-1270	Brinda Adams		Posting Clk	15,336.00 7.373/hr.	10-10-94

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY *Cindy Mays*

DATE October 10, 1995

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department CIRCUIT COURT *sh*

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
136-1980	KAREN ANGERMEIER	EMP# 04658	LEGAL/TRANS/PAUPER	30.00	9-9-94 ✓
136-1980	MELISA WOOLEMS	EMP# 04990	LEGAL/TRANS/PAUPER	30.00	9-9-94 ✓
136-1980	REGINA JOHNSON	EMP# 05173	LEGAL/TRANS/PAUPER	30.00	9-9-94 ✓

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY *Riviera*

JUDGE

DATE

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department

BURDETTE PARK

*ch*

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFEC
118	PERRY GOSTLEY		GROUNDS	5 00	9-28-94
118	MICHAEL TAYLOR		SECURITY	12 00	9-28-94
118	STUART VANMETER		SECURITY	12 00	9-28-94
115	SHAWN HELMER		ASST. POOL MANAGER	6 25	9-28-94
118	ANGELA LUDWIG		DAYCAMP	6 75	9-28-94
118	ERIC WILLIAMS		SECURITY	12 00	9-28-94
118	SCOTT MOLDEN		SECURITY	12 00	9-28-94
118	HELENE HUNTER		DAYCAMP	5 50	9-28-94
118	JAMIE STANLEY		GUARD	5 00	9-28-94
118	DANIEL GELARDIN		DAYCAMP	4 60	9-28-94
118	SUSAN SMITH		BUS DRIVER	6 50	9-28-94
118	JACK BREUNIC		DAYCAMP	5 75	9-28-94
118	JENNA MARTIN		FLOATSTAND	5 50	9-28-94
118	EDWARD BERGWITZ		GROUNDS	5 00	9-28-94
<del>118</del> 114	JEFFREY CAMARCO		POOL MANAGER	8 00	9-28-94
118	PATRICK JOHN JR.		DAYCAMP	4 40	9-28-94
118	SARAH TOWNSEND		GUARD	4 25	9-28-94
118	ERIN ONEILL		CASHIER	4 60	9-28-94
118	VALERIE SCHOPPENHORST		DAYCAMP	10 00	9-28-94
118	RONALD NELSON		DAYCAMP	5 75	9-28-94
118	RACHEL HASKINS		DAYCAMP	5 25	9-28-94
118	JENNIFER ACKER		DAYCAMP	4 40	9-28-94
118	CATHERINE KIRSCH		DAYCAMP	5 00	9-28-94
118	STACEY STONECIPHER		GUARD	4 50	9-28-94

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY

*Mark Tuley*

DATE

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department

BURDETTE PARK

RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE DATE
118	HENRY STOCK		BUS DRIVER	6 50	9-28-94 ✓
118	NANCY LASSITER		BUS DRIVER	6 50	9-28-94 ✓
118	TROY COCKRUM		GUARD	4 25	9-28-94 ✓
118	BLAIR BENFORD		DAYCAMP	10 00	9-28-94
118	JAMIE MCFADDEN		GIFT SHOP	4 35	9-28-94 ✓
118	DOUGLAS DAZA		SECURITY	12 00	9-28-94 ✓
118	MICHAEL HIRSHBERG		GUARD	4 50	9-28-94 ✓
118	LEE SCHELLER		GUARD	4 50	9-28-94 ✓
118	TODD DONOHOO		GUARD	4 75	9-28-94 ✓
118	ERICA MARTIN		FLOATSTAND	4 40	9-28-94 ✓
118	STEPHANIE BONE		CASHIER	4 30	9-28-94 ✓
118	KATE EPLEY		CASHIER	4 50	9-28-94 ✓
118	KRISTINA LONDON		OFFICE	5 00	9-28-94 ✓
118	MELANIE LUDWIG		DAYCAMP	4 60	9-28-94 ✓
118	CYNTHIA NAGEL		GROUNDS	5 00	9-28-94 ✓
118	JENNIFER ROBERTS		DAYCAMP	4 60	9-28-94 ✓
118	VENITA COMPTON		DAYCAMP	10 00	9-28-94
118	STACIA LEACH		GIFT SHOP	4 25	9-28-94
118	PAMELA WILLIAMSON		BUS DRIVER	6 50	9-28-94
118	STACEY MOSER		DAYCAMP	4 60	9-28-94
118	KIMBERLY VEECK		CONCESSION	4 25	9-28-94
118	APRIL ADDISON		FLOATSTAND	4 85	9-28-94
118	CHRISTOPHER THOMAS		DAYCAMP	4 40	9-28-94
118	TERESA BLAND		DAYCAMP	4 40	9-28-94

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY

*Mark Wiley*

DATE

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department

BURDETTE PARK

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFEC:
118	COY DANKS		GUARD	4 50	9-28-94
118	MELISSA GREATHOUSE		GUARD	4 50	9-28-94
118	BLAKE SHUMATE		GUARD	4 50	9-28-94
118	VINCE BOREN		GUARD	4 50	9-28-94
118	ANDREW HART		GUARD	4 50	9-28-94
118	ANDREW ASHBY		GUARD	4 50	9-28-94
118	MELISSA HAMPTON		GUARD	4 50	9-28-94
118	BRYAN GALLOWAY		GUARD	4 50	9-28-94
118	BRIDGETT MONTGOMERY		GUARD	4 50	9-28-94
118	WILLIAM BEASLEY		GUARD	4 50	9-28-94
118	DONNA SMITH		OFFICE	4 25	9-28-94
118	MATT HAYNIE		GUARD	4 50	9-28-94
118	LISA BUAMGART		GUARD	4 25	9-28-94
118	JENNIFER BEASLEY		DAYCAMP	4 40	9-28-94
118	GLENNA BOWER		DAYCAMP	4 40	9-28-94
118	CLAYTON BRIDGES		GUARD	4 25	9-28-94
118	LYNDI BRITTINGHAM		GUARD	4 25	9-28-94
118	BECKY DEIG		CASHIER	4 25	9-28-94
118	JENNIFER DEIG		CONCESSION	4 25	9-28-94
118	RYAN ELLIOT		GUARD	4 50	9-28-94
118	KARI SANDERSON		CASHIER	4 25	9-28-94
118	REBECCA SCHNEIDER		DAYCAMP	4 40	9-28-94
118	MELISSA STAMBUSH		CASHIER	4 25	9-28-94
118	SHELLEY STREUH		CASHIER	4 25	9-28-94

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY

*Mark Tuley*

DATE

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department

BURDETTE PARK

RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
118	TERRI SUTTON		DAYCAMP	4 40	9-28-94
118	JULIE TRON		DAYCAMP	8 00	9-28-94
118	STEVEN TRON		DAYCAMP	8 00	9-28-94
118	KIERSTEN WATHEN		GUARD	4 25	9-28-94
118	JOSHUA WEBER		GUARD	4 25	9-28-94
118	LANA PRIDE		DAYCAMP	5 00	9-28-94
118	MATHEW RAVEN		DAYCAMP	4 40	9-28-94
118	JULIA RIECKEN		DAYCAMP	4 40	9-28-94
118	ELISSA FREEMAN		GUARD	4 25	9-28-94
118	JEREMY GLOVER		GUARD	4 25	9-28-94
118	LYNETTE HARTIG		DAYCAMP	4 40	9-28-94
118	CAMILLE HEAD		GUARD	4 25	9-28-94
118	JULIE HEIL		GUARD	4 25	9-28-94
118	MICHAEL HEIL		GUARD	4 25	9-28-94
118	JODY HENRY		GUARD	4 25	9-28-94
118	DAWNITA JOHNSON		DAYCAMP	4 40	9-28-94
118	DEBRA JOURDAN		BUS DRIVER	6 50	9-28-94
118	TROY LAPRADD		DAYCAMP	4 40	9-28-94
118	AMY LUIGS		GUARD	4 25	9-28-94
118	JANET OWENS		DAYCAMP	4 40	9-28-94
118	LAURA LITHERLAND		DAYCAMP	4 40	9-28-94
118	ASHLEY HAMILTON		GIFT SHOP	4 25	9-28-94
118	KRISTINA CUNNINGHAM		CASHIER	4 25	9-28-94
118	ROBERT BREDEMEIER		BUS DRIVER	6 50	9-28-94

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY

*Mark T. Inley*

DATE



# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department VANDERBURGH SUPERIOR COURT

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
13701803/37	Laura A. Cunningham		Court Reporter	Other pay 292 00	10/3/94 ✓

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
13701980	Laura A. Cunningham		Court Reporter	Other pay	10/3/94 ✓

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY *1 Guy A. Dutech* DATE *10-14-94*

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department Sheriff - Misd.

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
278013602780	Jeffrey Worthington		Corr. Officer	9 8144 20414 00	10-20-94 ✓

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
278013602780	Jeffrey Worthington		Prob. Corr. Officer	9 5740 19914 00	10-19-94 ✓

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY *Ray Hamm* DATE *Oct. 14, 1994*

**Board of  
Commissioners  
of the County of Vanderburgh**

**AGENDA REQUEST**

**NAME OF REQUESTOR:** R. MICHAEL ROBLING *mr*  
**REQUESTOR TITLE:** DEPUTY EXECUTIVE DIRECTOR  
**DEPARTMENT:** METROPOLITAN DEVELOPMENT

**REQUEST BEING MADE:**

Execution of Industrial Development Grant Agreement (IDGF#94-318), Drug Free Workplace Certification, Non-Collusion Affidavit, and Signature Cards for Azteca Milling Company infrastructure improvements. Grant is in the amount of \$375,000.

**DATE TO BE PLACED ON AGENDA:** October 17, 1994

**ACTION REQUIRED:**

Motion to approve execution of Industrial Development Grant Agreement, Drug Free Workplace Certification, Non-Collusion Affidavit and Signature Cards for the Azteca Milling infrastructure grant.

These documents are to signed by Pat Tuley.

The Signature Cards also need to be signed by Alan Kissinger.

Signed documents should be returned to R. Michael Robling for transmittal to IDOC.

IDGF 94-318

**AUTHORIZED SIGNATURE CARD  
FOR PAYMENT OF CLAIM-VOUCHERS**

Line of Credit Issued in Favor of (Recipient)

Issued by (State Agency)

VANDERBURGH COUNTY

Ind. Department of Commerce

*Patrick Tully*  
Typed Name and Signature

Typed Name and Signature

PATRICK TULLY

R. MICHAEL ROBLING

PRESIDENT, COUNTY COMMISSIONERS

DEPUTY DIRECTOR

*R. Michael Robling*

I CERTIFY THAT THE SIGNATURES  
ARE OF THE INDIVIDUALS AUTHORIZED  
TO REQUEST PAYMENT.

APPROVED:

Date and Signature of Legal Counsel

Date and Signature of DOC Official

*Alan Kissinger*  
*PA Tully*

IDGF 94-318

**AUTHORIZED SIGNATURE CARD  
FOR PAYMENT OF CLAIM-VOUCHERS**

Line of Credit Issued in Favor of (Recipient)

Issued by (State Agency)

VANDERBURGH COUNTY

Ind. Department of Commerce

Typed Name and Signature

Typed Name and Signature

PATRICK TULLY

R. MICHAEL ROBLING

PRESIDENT, COUNTY COMMISSIONERS

DEPUTY DIRECTOR

*Patrick Tully*

*R. Michael Robling*

I CERTIFY THAT THE SIGNATURES  
ARE OF THE INDIVIDUALS AUTHORIZED  
TO REQUEST PAYMENT.

APPROVED:

Date and Signature of Legal Counsel

Date and Signature of DOC Official

*Alan Kissinger*  
*PA Tully*

INDUSTRIAL DEVELOPMENT GRANT AGREEMENT

THIS AGREEMENT is made and entered into by and between the State of Indiana, acting by and through the Department of Commerce (the "State") and Vanderburgh County (the "Grantee"), an eligible entity as defined in Indiana Code 4-4-12-1, for the purposes and subject to the terms and conditions agreed to herein.

1. PURPOSE OF AGREEMENT:

The purpose of this Agreement is to enable the State to make a grant of up to Three Hundred Seventy-five Thousand Dollars and No Cents (\$375,000.00) to the Grantee named above, to be used exclusively in accordance with the provisions contained in this Agreement and in Indiana Code 4-4-12-1 establishing the Industrial Development Grant Fund, as well as any rules adopted thereunder.

2. USE OF GRANT BY GRANTEE:

The Three Hundred Seventy-five Thousand Dollars and No Cents (\$375,000.00) grant received by the Grantee pursuant to this Agreement shall only be used to institute an approved industrial development program permitted by Indiana Code 4-4-12-1, which program (or project) is described fully in Exhibit A, to be attached hereto, made a part hereof and incorporated by reference as part of this Agreement.

3. COMPLIANCE WITH APPLICABLE LAWS:

The Grantee named above expressly agrees to be solely responsible to insure that the use of monies received under this Agreement are in compliance with all federal, state and local statutes, rules and other laws affecting the use of said monies, including but not limited to all laws relating to performance or payment bonds.

4. DESIGN AND CONSTRUCTION OF PROJECT:

The Grantee shall be solely responsible for the proper design and construction of the industrial development program described in Exhibit A. Although not expressly attached to this Agreement, the Grantee agrees to complete construction of said program in accordance with the plans and specifications contained in its application. Modification of its application shall require approval of the State.

5. APPROVAL OF PROGRAM BUDGET AND LATER CHANGES:

The Grantee shall submit a detailed budget in its application. The budget shall become part of this Agreement as Exhibit B and incorporated by reference herein. The Grantee shall not spend more than the amount for each line item, as described in Exhibit B, without the prior written consent of the State; nor shall the project costs funded by the grant and those funded by the local share be amended without the prior written consent of the State.

6. PAYMENT SCHEDULE OF GRANT:

The payment of this grant by the State to the Grantee shall be made in accordance with the following schedule and conditions:

- (A) All payments will be made in arrears only upon presentation of proper claims for payment.
- (B) The first payment of up to One Hundred Thousand Dollars and No Cents (\$100,000.00) shall be made approximately thirty (30) days after the execution of this contract by the required parties.
- (C) The State may require satisfactory evidence furnished by the Grantee that substantial progress has been made toward completion of the program described in Exhibit A prior to making the first payment under this Agreement. Prior to making any subsequent payments beyond the first one, the Grantee will be required to submit quarterly progress reports each calendar quarter on the activities of the affected industry as described in Exhibit A. These reports must detail progress made toward meeting job creation and investment goals. No further payments will be made until the required quarterly reports have been received.
- (D) The second payment of up to Two Hundred Thousand Dollars and No Cents (\$200,000.00) shall be made approximately forty-five (45) days after execution of this contract by the required parties.
- (E) The third payment up to the balance of the grant amount shall be made thirty (30) days after the receipt by the State of the following documents:

(1) A monitoring report prepared and signed by a certified public accountant stating how the funds have been spent on the program (or project) described in Exhibit A. The report should document:

(a) what has actually been spent to date for each line item of the project budget as described in Exhibit B, separated by that paid from the grant and that paid from the local share, and

(b) the dollar amount of project costs yet to be paid for each line item as of the date of the monitoring report. In preparing the report, the monitor should take into account any changes among line items for which written consent has been given and the actual invoiced costs.

(2) A letter written by the affected industry, in which it shall indicate whether the construction conforms with the program as submitted by the Grantee to the State. This letter is subject to paragraph 7 of this Agreement.

(F) All payments are subject to the State's determination that the construction conforms with the program as approved and contained in EXHIBIT A, notwithstanding any other provision of this Agreement.

(G) Also notwithstanding any other provision of this Agreement, the Grantee expressly agrees that the monies provided herein by the State as limited to Three Hundred Seventy-five Thousand Dollars and No Cents (\$375,000.00).

7. FINAL INDUSTRY REVIEW:

Upon completion of the program as described in Exhibit A, the Grantee shall notify the State and the affected industry of this fact by simultaneous letters sent certified mail, return receipt requested. Within fifteen (15) days after receipt of said letter, the affected industry shall inspect the construction and send a letter to the State containing its opinion as to whether the construction complies with the program as described in Exhibit A.

8. PENALTIES/INTEREST/ATTORNEY'S FEES:

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as authorizes by Indiana Law, in part, I.C. 34-2-22-1 et. seq. and I.C. 34-4-16-1 et. seq.

9. HOLD HARMLESS CLAUSE:

The Grantee shall indemnify and hold harmless the State of Indiana, its agencies, officers and employees from all claims and suits for loss of or damage to property, including the loss of use thereof, and injuries to or death of persons, including the property of, or officers, agencies or employees of the Grantee and or its respective agents, servants and employees.

10. TERM OF AGREEMENT:

The term of this Agreement shall be from the date of final execution by all the parties hereto until September 15, 1996, unless sooner terminated as described in this contract (the "Expiration Date"). In no event shall payments be made for work done or service performed after the Expiration Date. All payments under this Agreement must be completed within one (1) year after completion of work performed. The Grantee may request in writing that the Expiration Date only of this Agreement be extended. A duly authorized representative of the Indiana Department of Commerce may approve such request in writing to extend the Expiration Date by one (1) year or less. If the Expiration Date is extended, all other provisions of this Agreement shall remain in full force and effect.

11. TERMINATION OF AGREEMENT:

This Agreement may be terminated without cause, by either party before its Expiration Date by sending the other party written notice via certified mail, return receipt requested, at least thirty (30) days prior to the date of termination. Upon receipt of this notice from the State to the Grantee, no new or additional liabilities payable by the State shall be incurred without the prior written approval of the State. Grantee shall continue to be responsible and liable for the proper performance of its obligations to the date of termination.

12. MULTI-TERM FUNDING CLAUSE:

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this contract, the contract shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

13. NOTICE TO PARTIES:

Any notice, statement or other communication shall be sent to the following address, unless otherwise specified by the recipient:

(A) Notices to the State shall be sent to:

Indiana Department of Commerce  
Administrative Services  
One North Capitol Avenue, Suite 700  
Indianapolis, Indiana 46204-2288

(B) Notices to the Grantee shall be sent to:

Mr. R. Michael Robling  
Deputy Director  
Department of Metropolitan Development  
One N. W. Martin Luther King Blvd.  
Room 306  
Evansville, IN 47708-1809

(C) Notices to the affected industry shall be sent to:

Mr. Frank Herrera  
Vice President & CFO  
Azteca Milling  
P.O. Box 141  
Edinburgh, TX 78540

14. STATUTORY AUTHORITY OF GRANTEE:

If the grantee in this agreement is a corporation or district under the Indiana Code 4-4-12-1, it expressly warrants to the State that is statutorily eligible to receive monies from the Industrial Development Grant Fund, and it expressly agrees to repay all monies paid to it under this Agreement should a legal determination of its ineligibility be made by any court of competent jurisdiction.

15. AUTHORITY TO BIND:

Notwithstanding anything in this Agreement to the contrary, the signatory for the Grantee represents that he/she has been duly sworn and authorized to execute contracts on behalf of the Grantee.

16. NON-DISCRIMINATION CLAUSE:

Pursuant to Indiana Code 22-9-1-10, the Grantee and its subcontractors, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, 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, sex, handicap, national origin or ancestry. Breach of this covenant may be regarded as a material breach of contract.

17. INDEPENDENT CONTRACTOR:

Both parties hereto, in the performance of this Agreement are acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents, of the other party for any purposes whatsoever. Neither party will assume any liability for any injury (including death) to any persons, or any damage to property arising out of the acts or omissions of the agents, employees, or subcontractors of the party.

18. MAINTAINING A DRUG-FREE WORKPLACE (EXECUTIVE ORDER NO. 90-5):

- (A) Grantee hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this Agreement a drug-free workplace, and that it will give written notice to the Indiana Department of Commerce and the Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of Grantee has been convicted of a criminal drug violation occurring in Grantee's workplace.
- (B) In addition to the provisions of subparagraph a) above, if the total contract amount set forth in this Agreement is in excess of twenty five thousand dollars and no cents (\$25,000.00), Grantee hereby further agrees that this Agreement is expressly subject to the terms, conditions

and representations contained in the Drug-Free Workplace certification executed by Grantee in conjunction with this Agreement and which is appended as Attachment hereto.

- (C) It is further expressly agreed that the failure of Grantee to in good faith comply with the terms of subparagraph a) above, or falsifying or otherwise violating the terms of the certification referenced in subparagraph (B) above shall constitute a material breach of this Agreement, and shall entitle the State to impose sanctions against the Grantee including, but not limited to, suspension of contract payments, termination of this Agreement and/or debarment of the Grantee from doing further business with the State for up to three (3) years.

19. GOVERNING LAWS/INTERPRETATION

This contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

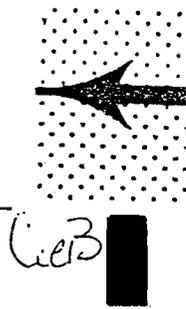
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates entered below.

CONTRACTOR/GRANTEE  
VANDERBURGH COUNTY

INDIANA DEPARTMENT OF COMMERCE

*Patrick Tuley*  
SIGNATURE

LT. GOVERNOR FRANK O'BANNON



Patrick Tuley, President  
Board of Commissioners  
PRINTED NAME & TITLE

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

\*\*\*APPROVED\*\*\*

BY: \_\_\_\_\_  
WILLIAM SHREWSBERRY, COMMISSIONER  
THE DEPARTMENT OF ADMINISTRATION

DATED: \_\_\_\_\_

\*\*\*APPROVED\*\*\*

BY: \_\_\_\_\_  
JEAN S. BLACKWELL, DIRECTOR  
THE STATE BUDGET AGENCY

DATED: \_\_\_\_\_

\*\*\*APPROVED AS TO FORM AND LEGALITY\*\*\*

BY: \_\_\_\_\_  
PAMELA CARTER  
ATTORNEY GENERAL OF THE STATE OF INDIANA

DATED: \_\_\_\_\_

EXHIBIT A

DESCRIPTION OF PROJECT

Infrastructure to serve the Azteca Milling Company at U.S. 41 and Baseline Road in Vanderburgh County, Indiana. Improvements to include: construction of a right-turn lane for southbound U.S. 41 at Baseline; widen Baseline Road west of U.S. 41 from 20 feet to 24 feet with 2 foot shoulders for a distance of 1,950 feet; reconstruction of 2 box culverts in association with Baseline Road widening; construction of a frontage road approximately 1,400 feet in length located south of Baseline Road and running parallel with U.S. 41; construction of an 1,800 railroad siding (spur) including the track switch to serve the 42.5 acre Azteca land; extension of water and sewer lines to serve the Azteca land; tap-in fees for water, sewer and fire protection; engineering and contingencies. Said improvements to be completed at a total cost of approximately \$780,117.

Azteca will make a capital investment of \$30 million and create 170 permanent positions at the facility.

EXHIBIT B

BUDGET

Line Items	State Funds	Local Funds	Private Funds	Total
1. Administrative Expenses	\$	\$	\$	\$
2. Land, Structures, Right of Way	\$	\$	\$	\$
3. Professional/Engineering Fees	\$	\$ 60,690	\$	\$ 60,690
4. Demolition and Removal	\$	\$	\$	\$
5. Construction and Project Improvements	\$375,000	\$279,025	\$	\$654,025
6. Contingencies	\$	\$	\$	\$
7. Monitoring Report	\$	\$ 65,402	\$	\$ 65,402
<hr/>				
Total Project Costs	\$375,000	\$405,117	\$	\$780,117

STATE OF INDIANA  
DRUG-FREE WORKPLACE CERTIFICATION

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and grants from the State of Indiana in excess of \$25,000. No award of a contract or grant shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000, shall be valid unless and until this certification has been fully executed by the Contractor or Grantee and attached to the contract or agreement as part of the contract documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract payments, termination of the contract or agreement and/or debarment of contracting opportunities with the State for up to three (3) years.

The Contractor/Grantee certifies and agrees that it will provide a drug-free workplace by:

- (a) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- (b) Establishing a drug-free awareness program to inform employees about (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- (c) Notifying all employees in the statement required by subparagraph (a) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- (d) Notifying in writing the contracting State Agency and the Indiana Department of Administration within ten (10) days after receiving notice from an employee under subdivision (c) (2) above, or otherwise receiving actual notice of such conviction;
- (e) Within thirty (30) days after receiving notice under subdivision (c) (2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and
- (f) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (a) through (e) above.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Vanderburgh County

Printed Name of Organization

Signature of Authorized Representative

Patrick Tuley, President - Board of Commissioners  
Printed Name and Title

IDGF # 94-318

Requisition/Contract/Grant ID Number

Date



**NON — COLLUSION AFFIDAVIT**  
State Form 4391

STATE OF INDIANA

COUNTY OF Vanderburgh

} SS:

The undersigned, being duly sworn on oath says, that he is the contracting party, or that he is the representative, agent, member, officer of the contracting party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of the annexed contract other than that which appears upon the face of the contract.

Signature	<i>Patrick Tuley</i>
Printed Name	Patrick Tuley
Title	President, Board of Commissioners
Company	Vanderburgh County, Indiana

Before me, a Notary Public in and for said County and State personally appeared, Patrick Tuley,

who acknowledged the truth of the statements in the foregoing affidavit on this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

County of Residence	Commission Expiration Date	Notary Signature
		Notary's Name (Print or Type)



VANDERBURGH COUNTY ENGINEERING DEPARTMENT

201 Northwest Fourth Street · Suite 307  
Old Vanderburgh County Courthouse  
Evansville, Indiana 47708 · Tel. (812) 424-9603

Agenda for October 17, 1994

- RB/DH* — 1. Notice of Intent letter to IDEM for the Lynch Road paving project
- DH/RB* — 2. Change order for Lynch Road resulting in an increase of \$14,682.00
- RB/DH* — 3. Proposal from ATEC Associates for the engineering analysis of the soils and pavement on Upper Mt. Vernon Road for \$2,600
- 4. Street Acceptance Requests:
 

<u>Street Name</u>	<u>Subdivision</u>	<u>Length</u>	
Mt. Ashley Road	Mt. Ashley Subdivison	1280 ft	— <i>RB/DH</i>
Baybury Drive	The Villas Subdivision	835 ft	
Pepperridge Lane	The Villas Subdivision	350 ft	
Winterbury Drive	The Villas Subdivision	700 ft	<i>DH/RB</i>
- DH/RB* — 5. Travel request for Tom Goodman to attend "Maintenance and Repair of Concrete Pavements For Local Roads" in Indianapolis on 11/1/94
- DH/RB* — 6. Levee permit for the Franklin Street bridge project

*For 1 hour Jordan/Xmas Holidays.*

# Board of Commissioners

OF THE  
COUNTY OF VANDERBURGH  
305 ADMINISTRATION BUILDING  
CIVIC CENTER COMPLEX  
EVANSVILLE, INDIANA 47708  
PHONE (812) 426-5241

October 12, 1994

Indiana Department of Environmental Management  
Office of Water Management  
Permits Section, Storm Water Desk  
100 N. Senate Avenue  
P.O. Box 6015  
Indianapolis, Indiana 46206-6015

RE: Notice of Intent (Stormwater) under 327 IAC 15

Gentlemen:

The following information is being submitted for your review under Rule 327 IAC 15. Requirement of Notice of Intent to Discharge Stormwater:

1. Location: Lynch Road from just west of Oak Hill Road to just east of Burkhardt Road, Vanderburgh County, Indiana
2. Standard Industrial Classification: SIC Code 1611 Road Project.
3. Owner: Vanderburgh County Board of Commissioners  
Room 305 - Civic Center Complex  
Evansville, Indiana 47708
4. Legal Description: Beginning at a point in the center of existing Lynch Road approximately 700 feet west of the southeast corner of the northeast quarter of Section 10, Township 6 South, Range 10 West, Center Township, said point being approximately 588 feet west of the centerline intersection of Lynch Road and Oak Hill Road, and extending in an easterly direction for a distance of 11,450 feet to a point approximately 110 feet east and 140 feet South of the Southwest corner of the northwest quarter of Section 7, Township 6 South, Range 9 West, All in Vanderburgh County, Indiana
5. Receiving waters are: Pigeon Creek, Crawford Brandels Ditch
6. Project fits the general permit for construction activity with 5 acres or more.
7. Project Description: Lynch Road paving and intersection construction from just west of Oak Hill Road to just east of Burkhardt Road.

Total Project Acreage = 30.9

Total Acreage of Land Disturbed= 29.6

8. Estimated timetable for land disturbing activities and installation of erosion control measures will be as follows:

Date Construction to begin: April, 1996  
Date Erosion Control to begin: April, 1996  
Date Construction to end: Summer, 1997

9. Responsible officer: Indiana Department of Transportation Construction Division  
100 N. Senate Avenue  
Indianapolis, Indiana 46204-2217

10. I, the undersigned, do hereby certify, to the best of my knowledge, the following:

The erosion control measures comply with the IDEM rule and with applicable state, county and local erosion control requirements.

The erosion control measures will be implemented in accordance with the Plan.

Verification that an appropriate state, county or local authority and the Soil and Water Conservation District have been sent a copy of the plan for review.

Verification that implementation of the Erosion Control Plan will be conducted by personnel trained in erosion control practices.

I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are sufficient penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

11. Proof of Publication in a newspaper in the affected areas is attached.

Sincerely,



Patrick Tuley  
President, Vanderburgh County Commissioners

Enclosures

cc: File

# VANDEBURGH COUNTY ENGINEERING DEPARTMENT

OLD COURT HOUSE, SUITE 307  
201 N.W. 4TH STREET  
EVANSVILLE, INDIANA 47708

812-435-5773

DATE: OCTOBER 17, 1994

## ACCEPTANCE OF STREET/ROAD IMPROVEMENTS IN: MT. ASHLEY SUBDIVISION

Dear Commissioners:

The undersigned have made an inspection of the subject street and storm drainage (included in the street right of way) improvements on October 14, 1994. These improvements were constructed/finished on/by April, 1994. All streets were constructed with H.A.C. in accordance with the approved plans.

The following is a summary of the length of the completed b/c to b/c feet wide streets.

STREET NAME	R/W	LENGTH LF	MILES
Mt. Ashley Road	50'	1280'	.24

It is recommended that these streets/roads and row storm drainage improvements be accepted for maintenance.

If you have any questions please contact the County Engineering Department.

Respectfully:

  
County Engineer

CC: Developer  
VC Highway Department  
APC  
Design Engineer  
INDOT  
Sub file  
Road file

Accepted for Maintenance by the Board  
County Commissioners

  
President

  
Vice President

  
Member

# VANDEBURGH COUNTY ENGINEERING DEPARTMENT

OLD COURT HOUSE, SUITE 307  
201 N.W. 4TH STREET  
EVANSVILLE, INDIANA 47708

812-435-5773

DATE: OCTOBER 17, 1994

## ACCEPTANCE OF STREET/ROAD IMPROVEMENTS IN: THE VILLAS SUBDIVISION

Dear Commissioners:

The undersigned have made an inspection of the subject street and storm drainage (included in the street right of way) improvements on October 13, 1994. These improvements were constructed/finished on/by October 5, 1994. All streets were constructed with concrete in accordance with the approved plans.

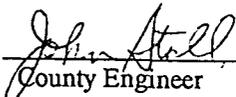
The following is a summary of the length of the completed 29 b/c to b/c feet wide streets.

STREET NAME	R/W	LENGTH LF	MILES
Baybury Drive	50'	835'	.16
Pepperridge Lane	50'	350'	.07
Winterbury Drive	50'	700'	.13

It is recommended that these streets/roads and row storm drainage improvements be accepted for maintenance.

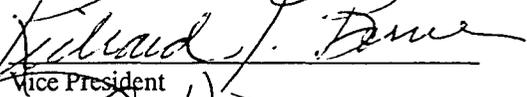
If you have any questions please contact the County Engineering Department.

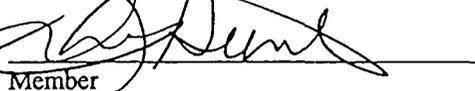
Respectfully:

  
County Engineer

Accepted for Maintenance by the Board  
County Commissioners

  
President

  
Vice President

  
Member

CC: Developer  
VC Highway Department  
APC  
Design Engineer  
INDOT  
Sub file  
Road file



PERMIT

Evansville-Vanderburgh Levee Authority District, 1300 Water Works  
(Name of Operating Commission, City or State)  
Road, Evansville, Indiana 47713  
(Location)

Permission is hereby given to:

VANDERBURGH COUNTY COMMISSION, ROOM 305 1 NW MLK, Jr. Blvd, Evansville, IN  
(Name of Firm or Individual) (Address) 47708

TO: (Describe in these spaces the proposal, including kind and type of construction purpose intended, location by stationing. Indicate passageway provided by means of gates, etc. Use separate sheets if necessary, identifying each by reference herein.)

To construct a temporary access road up and over the top of the levee at levee station 15+50, unit 2 Part I. This road is to be used to transport equipment and materials for the rehabilitation of the structure carrying Franklin Street over Pigeon Creek (see attached location plan) and will be in use for the life of the contract or until November 1, 1995.

Provided That:

Upon termination or expiration of this permit (whether by voluntary relinquishment by the permittee, by revocation by the permitter or otherwise) the permittee shall remove all structures, improvements, or appurtenances which may have been erected or constructed under this permit, and shall repair or replace any portion of the flood protection structure or right-of-way which may have been damaged by his operations (including grading and seeding, or sodding, if necessary), to the satisfaction of the permitter.

The structure or operation for which this permit is issued shall be maintained by the permittee in such manner as shall not injure or damage the flood protection structure, or interfere with its operation and maintenance in accordance with regulations of the Secretary of the Army.

The structure or operation covered by this permit may be damaged, removed or destroyed by the permitter in time of flood emergency if such action is determined by the permitter to be necessary in order to preserve life or property or prevent damage or impairment to the use or safety of the flood protection structure, and the permitter shall not be liable to the permittee for such damage or destruction.

Unless otherwise specifically provided herein, this permit may be cancelled at any time by the permitter upon 10 days written notice mailed to the address shown above. During such 10 day period, (or such other period as may be provided herein), the permittee will be permitted to remove any property or improvements installed under this permit, and to repair or replace any damage to the flood protection right-of-way or structures resulting from his use or operations. At the end of such period, the permitter shall have the right to possess and dispose of any such property or improvements remaining upon its right-of-way, and may proceed to repair or replace any such damage, and the permittee herein shall be liable to the permitter for the full cost of such repairs or replacements.

The construction, installation and maintenance of the structure or structures covered by this permit shall be subject to inspection by representatives of the permitter and the United States at all reasonable times.

In the event the work covered by this permit consists of or includes major construction, the cost of inspection thereof by the permitter and/or the United States shall be paid by the applicant.

Permittee agrees that it will not use the area or facilities covered by this permit, or permit such area to be used, for any purpose other than is specifically covered by this permit.

At no time shall the elevation at the crown of the levee be lower in elevation than the adjacent crown of the levee outside the roadway surface. Permittee will maintain dust and erosion control on levee property. Upon completion of project, the fence, roadway surface, and embankment shall be removed and the disturbed area restored to the original contour and seeded.

THIS PERMIT SHALL NOT BE VALID UNTIL APPROVED BY THE DISTRICT ENGINEER, CORPS OF ENGINEERS, U. S. ARMY. OR HIS AUTHORIZED REPRESENTATIVE.

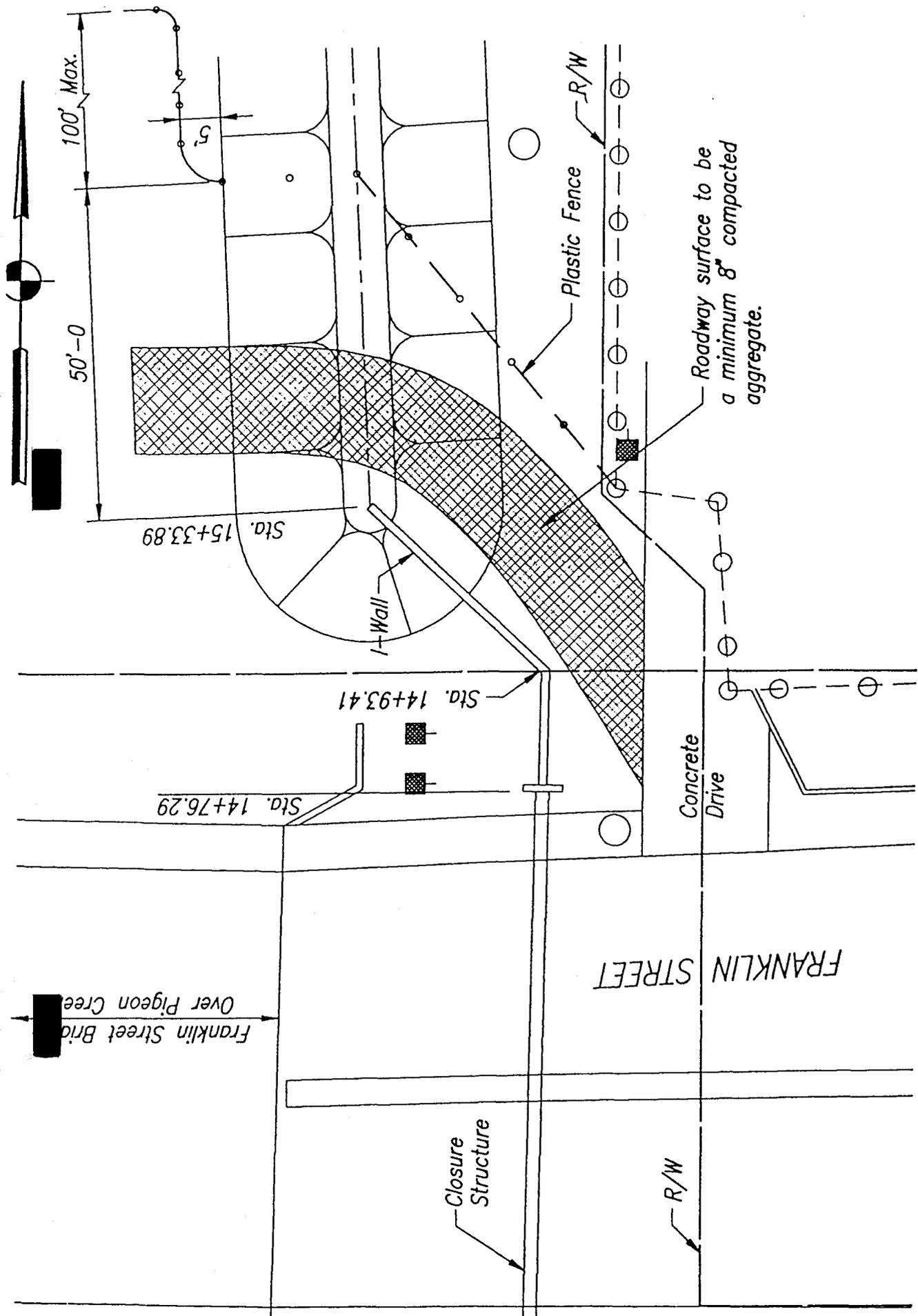
\_\_\_\_\_  
Signature on behalf of local interest      President, Levee Authority  
(Title) (Date)

Terms of this permit are hereby accepted

Natural July      10-17-94  
Signature (Permittee) (Date)  
Vanderburgh County Commission

Approved: \_\_\_\_\_ (Date)  
District Engineer  
Louisville District  
Corps of Engineers

By: \_\_\_\_\_



PLAN - ACCESS ROADWAY

UNIT 2, PART 1  
 Scale: 1" = 20'

ENGINEERING EVALUATION OF  
UPPER MOUNT VERNON ROAD  
VANDERBURG COUNTY, INDIANA  
ATEC PROPOSAL NO. PT-94397



MR. JOHN STOLE  
VANDERBURG COUNTY ENGINEERING DEPARTMENT  
201 N.W. 4TH STREET  
ROOM 307  
EVANSVILLE, IN 47708

# ATEC<sup>®</sup> Associates, Inc.



5150 East 65th Street  
Indianapolis, Indiana 46220-4871  
(317) 849-4990, FAX (317) 849-4278

October 5, 1994

Mr. John Stole  
Vanderburg County Engineering Department  
201 NW 4th Street  
Room 307  
Evansville, In 47708

Re: Engineering Evaluation of Portions of Upper Mount Vernon  
Road, Vanderburg County, Indiana  
ATEC Proposal No. PT-94397

Dear Mr. Stole:

At your request, we are pleased to submit this proposal for providing an engineering evaluation of the pavement distress observed along Upper Mount Vernon Road, immediately east of Tree Top Court, in Evansville, Indiana. We understand that the bituminous pavement has developed significant cracking at this location. The purpose of our evaluation would be to determine the likely cause or causes of the pavement cracks, and to provide recommendations for remedial work.

## Introduction

We understand that the roadway is approximately 80 years old, and was resurfaced approximately 5 years ago. Significant transverse and longitudinal cracks were observed in a 60 foot length of pavement, and are presumed to be approximately 1 month old. The County Department of Engineering will commence repairs following a determination of the causes for the cracks. Based on our understanding of the extent of the condition, and upon our representative's review of the site, we have developed this proposal for an evaluation of the cracks and a determination of their more likely causes. These causes could include slope movement related to the nearby ravine, drainage conditions, softening and failure of the subgrade or stone base course, variations in pavement section, or reflected cracks.

## Scope of Services

We propose that the evaluation of the distressed pavement be performed in a two phase program. In general, Phase I would investigate likely causes related to pavement sections, drainage conditions and the like, while Phase II would investigate the stability of the side slope of the adjacent ravine. The purpose of the two phase approach is to avoid the more extensive sampling and testing required for slope stability analyses, unless preliminary reviews include slope stability as the likely primary cause of the road distress.

Upper Mount Vernon Road  
Vanderburg County, Indiana  
Atec Proposal No. PT-94397

Phase I. This phase will include the obtaining of detailed field and laboratory data. The data collection will include removal of several saw cut patches, approximately 1 foot by 1 foot, to allow the ATEC representatives to observe such items as pavement thickness, subbase thickness, and condition of the soil subgrade, and to permit sampling of the underlying soils using hand augers and small diameter sampling tubes. Additionally, a review of drainage conditions will be performed, along with a preliminary field reconnaissance of the adjacent ravine slopes. The saw cut sample areas will be patched using conventional cold patch material in order to seal the surface temporarily until the County can perform the permanent repairs. The field reconnaissance will be performed under the direction of an Atec Senior Materials Engineer. Following the field data collection phase, the resulting samples will be returned to the Atec central laboratory for evaluation. Laboratory tests such as moisture content and organic content may be performed, if appropriate. At this time, we do not anticipate any evaluations of bituminous density and related characteristics because we understand no concerns have been raised regarding mix quality. Our observations and conclusions, including significant field and laboratory observations and test results, will be conveyed to the County in a written report.

Phase II. If the results of the Phase I suggest that slope stability may be an issue, Atec proposes to provide a more detailed evaluation of the slope stability of the nearby ravine. This phase would require the mobilization of a truck mounted geotechnical soils rig. A field investigation, including the use of split spoon and thin walled samplers, would be required. Bore holes would be drilled through and immediately adjacent to the road edge. This drilling would require utility clearances and temporary lane closures. Additionally, detailed elevation information of the existing slope would be required. The resulting samples would be returned to our laboratory for determinations of in situ soil parameters, likely through the use of triaxial compression tests and other advanced soil mechanics tests. Our Geotechnical Group will perform a slope stability analysis, and will prepare recommendations regarding the actual or potential movement of the slope.

#### Costs

ATEC proposes to provide experienced materials and geotechnical engineers and technicians to perform and supervise the above referenced work. ATEC also proposes to accomplish the work on a unit price basis in accordance with the attached Schedule of Services and Fees. Overall cost of these services will be determined by the actual amount of technician time, laboratory testing expended, and type of service performed. At this time, we estimate that Phase I services would be accomplished for approximately \$2600.00. We

Upper Mount Vernon Road  
Vanderburg County, Indiana  
Atec Proposal No. PT-94397

would not commence Phase II without development of an estimated price for that phase or without obtaining your express authorization.

**Terms and Conditions:**

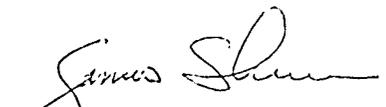
Our services will be performed pursuant to ATEC's General Terms and Conditions. If we are authorized to commence services prior to receiving a signed copy of this proposal, the terms and conditions will never the less be in effect. A signed copy of our proposal would be needed prior to issuing of results and reports.

The total cost for ATEC's services stated in this proposal is only an estimate, which ATEC will not exceed without Client's written approval. At no time shall ATEC be obligated to furnish services which cost will exceed the total amount authorized in writing by the client.

Attached is a Project Data Sheet to be completed and returned to ATEC, to properly establish your file, along with a signed copy acknowledging our terms and conditions.

We appreciate the opportunity to offer these services and look forward to working with you. You will be contacted later this week to answer any questions concerning this proposal and other services ATEC can provide.

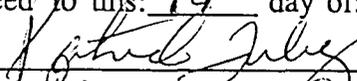
Respectfully submitted,  
ATEC Associates, Inc.

  
James Sherer, P. E.  
Assistant Vice President

  
Judith A. Castello, P.E.  
Senior Project Engineer

Enclosures: Terms and Conditions, Fee Schedule, Project Data Sheet

Agreed to this: 19 day of: October 1994

By: 

Title: Pres. C. Am.

Agency: Vanderburgh County

## GENERAL TERMS AND CONDITIONS

### 1. SCOPE OF WORK

ATEC Associates, Inc. (ATEC) shall only be required to perform the services specified in this contract and Client shall compensate ATEC at the rates shown on the attached fee schedules. Any estimate of time and materials shall not be considered as a fixed price, but only an estimate (unless otherwise specifically stated in this contract). ATEC will provide additional services at the listed standard rates. Unless otherwise stated in the proposal, ATEC must receive acceptance of the proposal within ninety (90) days, or the proposal may no longer be valid.

### 2. RIGHT OF ENTRY

Client grants to ATEC the right of entry to the project site by its employees, agents and subcontractors, to perform the service and represents that it has obtained the needed permits and licenses for the proposed work. If Client does not own the site, Client warrants and represents to ATEC that it has the authority and permission of the owner and occupant of the site to grant right of entry to ATEC.

### 3. PAYMENT TERMS

ATEC will submit invoices to Client monthly and a final bill upon completion of services. There shall be no retainage, unless otherwise agreed upon in the contract. Payment is due within thirty (30) days from invoice date, regardless of whether Client has been reimbursed by any other party. Client agrees to pay interest of one and one-half percent (1-1/2%) per month, or the maximum rate allowed by law, on past due accounts. Any attorney's fees, collection fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

### 4. OWNERSHIP OF DOCUMENTS

All materials and documents produced, created or obtained by ATEC under this contract, are instruments of ATEC's service, but shall be property of Client. ATEC shall have the right to retain copies of all such materials. Unless otherwise specified, ATEC shall have no obligation to retain any documents for more than one (1) year or as required by applicable law, whichever is longer governing.

### 5. STANDARD OF CARE

The services shall be performed in accordance with generally accepted industry principles and practices, consistent with a level of care and skill ordinarily practiced by reputable members of the profession currently providing similar services under similar circumstances. EXCEPT AS SET FORTH HEREIN, ATEC MAKES NO OTHER REPRESENTATION, GUARANTEE, OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, WHETHER OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE OR OTHERWISE,

CONCERNING ANY OF THE SERVICES WHICH MAY BE FURNISHED BY ATEC TO CLIENT. Client agrees to give ATEC written notice of any breach or default under this section and to give ATEC a reasonable opportunity to cure such breach or default, without the payment of additional fees to ATEC, as a condition precedent to any claim for damages.

### 6. RISK ALLOCATION

Due to the very limited benefit ATEC will derive from this project compared to that of other parties involved, including Client, Client agrees to limit ATEC's liability to Client, or any other party using or relying on ATEC's work with respect to any acts or omissions including, but not limited to, breach of this contract, breach of warranty, negligence or other legal theory, such that the total aggregate liability of ATEC to all those named shall not exceed \$50,000 or ATEC's total fee for the services rendered on this project, whichever is greater. ATEC will waive this limitation up to \$1,000,000 upon Client's request and agreement in writing to pay an additional consideration of 10% of ATEC's total fee or \$500, whichever is greater. This sum shall be a Waiver of Limitation of Liability Charge and will not be construed as being a charge for insurance of any type, but will be increased consideration for the greater risk involved. If the results of ATEC's services will be used to aid in the development of drawings and specifications for construction, Client agrees to require other design professionals, the contractor and its subcontractors selected for such construction to agree to an identical limitation of ATEC's liability for damages suffered by other design professionals, the contractor or subcontractor arising from ATEC's professional acts, errors or omissions.

### 7. INSURANCE & GENERAL LIABILITY

ATEC maintains Workers' Compensation and Employers' Liability Insurance in compliance with the laws of the state having jurisdiction over the individual employee. ATEC has insurance coverage under public liability and property damage which ATEC deems to be adequate. Certificates for such policies of insurance shall be provided to Client upon request.

### 8. TERMINATION

Either party may suspend performance immediately upon becoming aware of a breach of the terms of this contract by the other party and provide notice of its intention to terminate. In the event ATEC determines there may be a significant risk that ATEC's invoices may not be paid on a timely basis, ATEC may suspend performance and/or retain any reports or other information until Client provides ATEC with adequate assurances of payment. The filing of a voluntary or involuntary bankruptcy petition, appointment of a receiver, assignment for the benefit of creditors or other similar act of insolvency shall constitute a breach. Termination will become effective fourteen (14) days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within that timeframe.

or the party seeking termination revokes its notice. Either party may, without cause, terminate this contract upon providing thirty (30) days written notice to the other party.

#### 9. ASSIGNS

This contract may be amended only by written instrument and signed by both parties. Client shall not assign this proposal or any reports or information generated pursuant to this proposal without the written consent of ATEC.

#### 10. CONFLICTS

Should any element of the Terms and Conditions deemed in conflict with any element of the proposal/contract, unless the proposal/contract clearly voids the conflicting element in the Terms and Conditions, wording of the Terms and Conditions shall govern. Any element of this agreement later held to violate a law or regulation shall be deemed void, but all remaining provisions shall continue in force. The Terms and Conditions set forth herein shall survive the termination of this contract. No action may be brought against ATEC arising from its performance of services under this contract, whether for breach of contract, tort or otherwise, unless ATEC shall have received within two (2) years after completion of services under this contract a written notice specifying the alleged defects in ATEC's performance or other breach.

#### 11. SAFETY

ATEC's responsibility for the safety on site shall be limited to its own personnel and its subcontractor and any other persons who are directly involved with ATEC's work on site. This shall not be construed to relieve Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of ATEC, nor the presence of ATEC's employees and its subcontractors shall be construed to imply ATEC has any responsibility for any activities on site performed by personnel other than ATEC's employees or subcontractors. Additionally, ATEC shall, if so requested, reasonably comply with the requirements of any applicable health and safety plan provided to it by Client.

#### 12. ARBITRATION

If a claim is made against ATEC for inadequate, negligent or improper performance of services by ATEC pursuant to this contract, any party to this contract may demand that any such disputes be determined by arbitration. In that event, the party alleging such deficient performance will select an arbitrator and ATEC will select an arbitrator. The two arbitrators will then select a third arbitrator. If those two arbitrators cannot agree on the third arbitrator within thirty (30) days, the judge of a court having jurisdiction will appoint the third arbitrator. Each party will pay the arbitrator selected by that party and the expense of the third arbitrator and all other expenses of arbitration will be shared equally. Arbitration will take place in the County of Marion, State

of Indiana. Federal court rules governing discovery procedures will apply. The arbitration shall be governed by the Federal Arbitration Act and shall be conducted consistent with the arbitration rules as then promulgated by the American Arbitration Association. The decision in writing of any two arbitrators will be binding subject to the terms of this contract.

#### 13. CONSEQUENTIAL DAMAGES

In no event shall either party be liable to the other party for any consequential, incidental, or indirect damages including, though not limited to, loss of income, loss of profits, loss or restriction of use of property, or any other business losses regardless as to the whether such damages are caused by breach of contract or warranty, negligent act or omission or other wrongful act.

#### 14. DELAYS IN WORK

ATEC will charge Client at standard rates for stand-by or non-productive time for delays in ATEC's work caused by Client or Client's contractors unless otherwise specifically provided for in the contract.

#### 15. FAILURE TO FOLLOW RECOMMENDATIONS

Client will not hold ATEC liable for problems that may occur if ATEC's recommendations are not followed and waives any claim against ATEC, and agrees to defend, indemnify and hold ATEC harmless from any claim or liability for injury or loss that results from failure to implement ATEC's recommendations.

#### 16. FORCE MAJEURE

Neither Client nor ATEC shall hold the other responsible for damages or delays in performance caused by events beyond the control of the other party and which could not reasonably have been anticipated or prevented, including but not limited to, acts of governmental authorities, acts of God, materially different site conditions, wars, riots, rebellions, sabotage, fires, explosions, accidents, floods, strikes or other conceded acts of workers, lockouts, or changes in laws, regulations, or ordinances. The party intending to invoke force majeure shall provide prompt notice to the other party.

#### 17. SAMPLING OR TEST LOCATION

Unless otherwise stated, the fees in this proposal do not include costs associated with surveying of the site for accurate horizontal and vertical locations of tests or samples which, when referenced in ATEC's report, are based on information furnished by others and/or estimates made by ATEC's personnel and are only considered approximations, unless otherwise stated. ATEC may deviate a reasonable distance from any test or sampling location specified by Client. If, in order to complete a given boring to its designated depth, a re-drilling is necessitated by encountering impenetrable subsurface objects, all work, including the original boring and all re-drilling, will be charged for at the appropriate rates in the fee schedule.

## CONSTRUCTION SERVICES TERMS AND CONDITIONS

The following Terms and Conditions are in addition to the General Terms and Conditions included with this contract.

### 1. RIGHT TO STOP WORK

Since ATEC's duties are limited to observing and monitoring the quality of the work, ATEC shall not under any circumstances give a stop-work order, either for quality, safety or any other reason. Neither shall ATEC be responsible for the possible consequences of not issuing a stop-work order. ATEC will only report to Client regarding the quality of the work it has observed and contracted to monitor.

### 2. ROOF CUTS

To obtain accurate information in a roof investigation, roof cuts may be necessary. It is the responsibility of Client to make the appropriate repairs to these roof cuts using materials consistent with the roofing system and in accordance with any existing material manufacturer's warranties. If a roofing contractor or maintenance personnel selected by Client is not on the roof to make repairs at the time the samples are obtained, ATEC may make temporary repairs at the time of sampling and inspection which may result in additional charges. ATEC personnel are not certified in roofing repair and ATEC shall therefore under no circumstances be responsible for the adequacy and water tightness of the temporary repairs, nor shall ATEC be responsible for any water damage to the roofing system, building, or its contents resulting from ATEC's temporary repairs.

### 3. FIELD MONITORING AND CONTROL

ATEC shall not, except for its own services and for services it subcontracts, specify construction procedures, manage or supervise construction, or implement or be responsible for health and safety procedures; shall not be responsible for the acts or omissions of contractors or other parties on the project, and shall not have control or charge of and shall not be responsible for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs, including, without limitation, those relating to excavating, trenching, drilling and backfilling. ATEC's testing or inspection of portions of the work of other parties on a project shall not relieve such other parties from their responsibility for performing their work in accordance with applicable plans, specifications and safety requirements. Client agrees that ATEC will only make on-site observations appropriate to the construction stage, and the field services provided by ATEC will not relieve the contractor of its responsibilities to perform the work in

accordance with the plans and specifications. The words "supervision", "inspection", or "control", if used in connection with ATEC's work, are only intended to mean periodic observation or monitoring of the work and the conduction of tests by ATEC to indicate substantial compliance with the plans, specifications and design concepts. Continuous monitoring by ATEC's employees does not mean that ATEC is observing or verifying placement of all materials.

### 4. RETESTING

ATEC is only obligated to monitor and test in accordance with applicable and agreed upon standards and methods. In the event ATEC's monitoring and/or testing discloses deficiencies in the contractor's work, and which consequently will require corrections, ATEC will retest or remonitor the corrected work as required by the plans and specifications; however, all such retesting or remonitoring shall be additional work and shall be paid for by Client at the agreed upon rates in this contract.

### 5. HAZARDOUS SUBSTANCES

Client agrees to advise ATEC, prior to beginning work, of any hazardous substances on or near the site known to Client. In the event that test samples obtained during our work contain substances hazardous to health, safety or the environment, these samples remain the property of Client which also shall pay for all costs connected with decontamination of ATEC's equipment. Furthermore, any equipment of ATEC's contaminated during ATEC's services which cannot be reasonably decontaminated shall become the property and responsibility of Client. Such samples and/or equipment will be delivered to Client. Client agrees to pay transportation costs for samples and equipment and the fair market value of such contaminated equipment.

### 6. ENVIRONMENTAL PROBLEMS

ATEC's duties and responsibilities are limited to performing tests and monitoring of specific construction activities as outlined in the scope of work. Any consulting, testing or monitoring related to environmental problems, including hazardous waste, soil or groundwater contamination, or air pollutants are not part of ATEC's responsibilities; furthermore, its on-site personnel are not trained in such environmental work. ATEC shall have no responsibility for detecting or dealing with such environmental problems should they occur at the site, and Client waives any claim against ATEC, and agrees to defend, indemnify and hold ATEC harmless from any claim or liability for injury or loss that results from the discovery of on-site environmental contamination whether related to soil, groundwater, air, vegetation or structures.

ATEC ASSOCIATES, INC.  
PROJECT DATA SHEET

Construction Materials Engineering and Testing Services

Project Name \_\_\_\_\_ Date \_\_\_\_\_  
Project Location \_\_\_\_\_ Fax No. \_\_\_\_\_  
Your Job No. \_\_\_\_\_ Purchase Order No. \_\_\_\_\_  
Project Manager \_\_\_\_\_ Telephone No. \_\_\_\_\_

DISTRIBUTION OF REPORTS

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ATTN: \_\_\_\_\_

Invoicing address if different than client:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
ATTN: \_\_\_\_\_

Site Contact \_\_\_\_\_  
Site Phone No. \_\_\_\_\_  
Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Other pertinent information \_\_\_\_\_  
\_\_\_\_\_

Signature \_\_\_\_\_ Title \_\_\_\_\_

**CONSTRUCTION MATERIALS TESTING AND INSPECTION  
FEE SCHEDULE  
EFFECTIVE JANUARY 1994  
(Page 1 of 2)**

CODE	SERVICE	QUANTITY	UNIT PRICE	UNIT	TOTAL
<b>Soil Testing Services</b>					
12329	Soils Technician	Open	25.00	Hour	_____
12330	Soils Technician (overtime)	Open	35.00	Hour	_____
10241	Nuclear Density Machine	Open	50.00	Day	_____
10492	Standard Proctor (ASTM D-698)	Open	84.00	Each	_____
10491	Modified Proctor (ASTM D-1557)	Open	90.00	Each	_____
10479	Sieve Analysis (ASTM D-422, washed)	Open	32.00	Each	_____
10541	Los Angeles Abrasion Test on Aggregate	Open	95.00	Each	_____
10542	Sulfate Soundness Test on Aggregate	Open	110.00	Each	_____
	<b>Soil Testing Total</b>				_____
<b>Concrete Laboratory Testing Services</b>					
12327	Concrete Technician	Open	25.00	Hour	_____
12328	Concrete Technician (overtime)	Open	35.00	Hour	_____
12247	Compression Test Cylinders (C39)	Open	6.50	Each	_____
12248	Compression Test Spares (C39)	Open	6.25	Each	_____
12538	Concrete Cylinders (made by others)	Open	8.00	Each	_____
12539	Concrete Cylinders (spares by others)	Open	7.50	Each	_____
10523	Cylinder Molds (tested by others)	Open	30.00	Each	_____
11725	Cut, Cap, Cure & Test Concrete Cores	Open	18.00	Each	_____
10580	Coring Machine Rental	Open	45.00	Hour	_____
10579	Generator Rental	Open	45.00	Hour	_____
10231	Diamond Bit Wear	Open	3.10	Hour	_____
11713	Cylinder Pick-Up	Open	19.50	Hour	_____
	<b>Concrete Laboratory Testing Total</b>				_____

**CONSTRUCTION MATERIALS TESTING AND INSPECTION  
FEE SCHEDULE  
EFFECTIVE JANUARY 1994  
(Page 2 of 2)**

CODE	SERVICE	QUANTITY	UNIT PRICE	UNIT	TOTAL
<b>Engineering Services</b>					
10904	Principal Engineer	Open	75.00	Hour	
10916	Project Engineer	Open	60.00	Hour	
10443	Project Manager	Open	55.00	Hour	
10922	Staff Engineer	Open	45.00	Hour	
10930	Engineering Aide	Open	31.00	Hour	
10979	Project Set-Up	One time only	75.00	Lump Sum	
<b>Engineering Total</b>					
<b>Other</b>					
10715	Mileage	Open	0.32	Mile	
10234	Windsor Probe	Open	40.00	Day	
10237	Probe Shots	Open	20.00	Each	
10246	Swiss Hammer (Impactometer)	Open	25.00	Day	
12628	Pachometer	Open	50.00	Hour	
<b>Other Total</b>					
<b>ESTIMATED PROJECT TOTAL</b>					

**Remarks:**

- Minimum technician charge of 4 hours per day.
- A 24-hour notice is required for scheduling field services.
- All field services are charged portal-to-portal.
- Cylinder pick-up, no charge in Marion County.
- Overtime will be charged for all time over 8 hours per day, Saturdays, Sundays and all holidays.
- Invoices will be submitted per month for services performed during the prior month.
- Payment will be due 30 days after receipt of invoice.
- Interest will be added to accounts at the rate of 2% for each month of delinquency.

*10-17-94  
Rutten SVP*

**CONSTRUCTION MATERIALS TESTING AND INSPECTION  
FEE SCHEDULE  
EFFECTIVE JANUARY 1994  
(Page 2 of 2)**

CODE	SERVICE	QUANTITY	UNIT PRICE	UNIT	TOTAL
<b>Engineering Services</b>					
10904	Principal Engineer	Open	75.00	Hour	_____
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10443	Project Manager	Open	55.00	Hour	_____
10922	Staff Engineer	Open	45.00	Hour	_____
10930	Engineering Aide	Open	31.00	Hour	_____
10979	Project Set-Up	One time only	75.00	Lump Sum	_____
<b>Engineering Total</b>					
<b>Other</b>					
10715	Mileage	Open	0.32	Mile	_____
10234	Windsor Probe	Open	40.00	Day	_____
10237	Probe Shots	Open	20.00	Each	_____
10246	Swiss Hammer (Impactometer)	Open	25.00	Day	_____
12628	Pachometer	Open	50.00	Hour	_____
<b>Other Total</b>					
<b>ESTIMATED PROJECT TOTAL</b>					

Remarks: Minimum technician charge of 4 hours per day.  
 A 24-hour notice is required for scheduling field services.  
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 Cylinder pick-up, no charge in Marion County.  
 Overtime will be charged for all time over 8 hours per day, Saturdays, Sundays and all holidays.  
 Invoices will be submitted per month for services performed during the prior month.  
 Payment will be due 30 days after receipt of invoice.  
 Interest will be added to accounts at the rate of 2% for each month of delinquency.

*10-17-94  
R. L. ...*





VANDEBURGH COUNTY HIGHWAY DEPARTMENT  
PROGRESS REPORT

FRIDAY, OCTOBER 7, 1994 THRU THURSDAY, OCTOBER 13, 1994

FRIDAY, OCTOBER 7, 1994

Paver, roller and eight trucks paved County Line West.  
One crew hauled trash from yard to the dump.

MONDAY, OCTOBER 10, 1994

Paver, roller, distributor and eight trucks paved County Line West.  
Gradall and one crew ditched on Mill Road.  
Mower worked on Petersburg Road.

TUESDAY, OCTOBER 11, 1994

Paver, roller, distributor and eight trucks paved County Line West.  
Gradall and one crew replaced culvert at 5325 W. Mill Road.  
Gradall and one crew worked on Locust Tree and S. Weinbach.  
Pothole patcher and one crew worked on driveway approaches in Union Township.  
One crew worked at the garage on back property.

WEDNESDAY, OCTOBER 12, 1994

Paver, roller, distributor and eight crews paved Co. Line West.  
Gradall and one crew worked at 5312 W. Mill Road.  
Pothole patcher and one crew patched field approaches in Union Township.  
Payloader worked at the City Garage Salt barn.  
One crew worked at the garage on back property.

THURSDAY, OCTOBER 13, 1994

Two trash crews ran regular routes.  
Payloader worked at the city garage salt barn.  
One crew worked at the garage on back property, one crew cleaned pothole patcher, One crew cleaned trucks.  
Two crews cut bleeders.  
One crew degreased and greased paver and roller.  
One crew cleaned distributor.  
Three trucks rocked roads in the bottoms.

VANDERBURGH COUNTY BRIDGE CREW

PROGRESS REPORT

FRIDAY, OCTOBER 7, 1994 THRU THURSDAY, OCTOBER 13, 1994

FRIDAY, OCTOBER 7, 1994

Crew #1 - cut and paint Heppler, Pruitt, Montgomery, Adler, Frontage and Browning Road.  
Crew #2 - cut and paint W. Franklin, Cypress Dale, Bayou Creek, Graff, Smith Diamond, Hendricks and Mt. Vernon Road.

MONDAY, OCTOBER 10, 1994

Crew #1 & Backhoe - oput up guardrail across road from 1320 to 1300 Char-lee.  
Crew #2 - cut and paint Green River Road, Old Petersburg and Lynn Road.

TUESDAY, OCTOBER 11, 1994

Crew #1 - one crew worked at shop on culvert installation.  
Crew #2 - replace pipe on 5325 W. Mill Road.

WEDNESDAY, OCTOBER 12, 1994

Crew #1 - replace pipe at 5312 W. Mill Road.  
Crew #2 - finish drop box on Mill.

THURSDAY, OCTOBER 13, 1994

Crew #1 - pull post in back of shop.  
Crew #2 - clean storm drains and cut bleeders.  
Crew #3 - clean storm drains and cut bleeders.

PRESCRIBED BY STATE BOARD OF ACCOUNTS

REVISED COUNTY FORMS NO. 20 - 1947  
NO. 21 - 1947

October 11, 1994

QUIETUS  
OFFICE OF COUNTY AUDITOR  
VANDERBURGH COUNTY, INDIANA

EVANSVILLE, INDIANA

NO. 16925

FUND GEN FUND

\$1.00

I HEREBY CERTIFY THAT: VALLEY WATCH

HAS FILED IN MY OFFICE THE RECEIPT OF THE TREASURER OF VANDERBURGH COUNTY, IN.  
IN THE SUM OF \$1.00 DOLLARS

ON ACCOUNT OF PURCHASE OF SURPLUS PROPERTY  
802-804 ADAMS

SAM HUMPHREY  
AUDITOR VANDERBURGH COUNTY, INDIANA

BY: TRUSSLER

-----

PRESCRIBED BY STATE BOARD OF ACCOUNTS

REVISED COUNTY FORMS NO. 20 - 1947  
NO. 21 - 1947

October 11, 1994

QUIETUS  
OFFICE OF COUNTY AUDITOR  
VANDERBURGH COUNTY, INDIANA

EVANSVILLE, INDIANA

NO. 16926

FUND GENERAL FUND

\$1.00

I HEREBY CERTIFY THAT: REITZ HIGH SCHOOL BOOSTER CLUB

HAS FILED IN MY OFFICE THE RECEIPT OF THE TREASURER OF VANDERBURGH COUNTY, IN.  
IN THE SUM OF \$1.00 DOLLARS

ON ACCOUNT OF PURCHASE SURPLUS PROPERTY  
400 MADISON

SAM HUMPHREY  
AUDITOR VANDERBURGH COUNTY, INDIANA

BY: TRUSSLER

-----

**PUBLIC AUCTION  
SURPLUS VEHICLES**

The following list of surplus vehicles will be offered at Public Auction Oct. 20, 1994 at 8:30 AM by the County of Vanderburgh. Location: Wolfe's Evansville Auto Auction, 2229 S. Kentucky Ave.  
2-1987 Ford Crown Victorias  
2-1979 F100 Ford trucks  
1-1988 Chevy Caprice  
1-1965 Chevy C60 Boom truck  
1-1982 Dodge Omni  
1-1984 Chevy Caprice  
1-1979 Ford Window Van  
1-1984 Chevy Caprice  
1-1974 Ford Dump Truck  
1-1980 Chevy Caprice  
1-Blue Bus  
1-1983 Chevy Van  
1-1977 Chevy Truck  
Terms: Cash or Certified Check payable at time of sale. (Courier & Press Oct. 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 1994)

**PAY FOR  
YOUR AD  
WITH  
VISA  
or  
MASTERCARD**

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1-1977 Chevy Truck  
Terms: Cash or Certified Check payable at time of sale. (Courier & Press Oct. 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 1994)

**PAY FOR  
YOUR AD  
WITH  
VISA  
or  
MASTERCARD**

TRAVEL REQUEST FORM  
FOR  
COUNTY OFFICIALS, DEPARTMENT HEADS AND EMPLOYEES

DATE OF REQUEST: 10/17/94 DEPARTMENT: \_\_\_\_\_

EMPLOYEE (S): TOM GOODMAN

DATES OF TRAVEL: 10/31/94 - 11/1/94

DESTINATION: INDIANAPOLIS, IN

PURPOSE: MAINTENANCE AND REPAIR OF CONCRETE PAVEMENTS FOR LOCAL  
ROADS

Proof (Copy of brochure or letter) must be attached.

LODGING REQUIRED: YES

MEANS OF TRAVEL: \_\_\_\_\_ COUNTY VEHICLES NUMBER: 90  
OTHER: \_\_\_\_\_

REIMBURSEMENT CLAIMED:

<input type="checkbox"/>	Mileage	<input type="checkbox"/>	Parking
<input checked="" type="checkbox"/>	Per Diem	<input checked="" type="checkbox"/>	Registration
<input type="checkbox"/>	Air Fare	<input type="checkbox"/>	Other

APPROVED: John Stoll  
Department Head

APPROVED: \_\_\_\_\_  
Office Holder

APPROVED BY:  
VANDERBURGH COUNTY COMMISSIONERS this 17<sup>th</sup> day of October, 19 94.

Patrick Tuley  
Patrick Tuley, President

Richard J. Borries  
Richard J. Borries, Vice-President

Don L. Hunter  
Don L. Hunter, Member



# REQUEST FOR APPROPRIATION

DEPARTMENT: 1300-County Commissioners

DATE: 10/14/94

ACCOUNT	LINE ITEM	AMOUNT
1300-3290	Transfer of Tuition	10,368.00
1300-3050	Patient-Inmate	14,175.00
1300-3530	Cont. Services (Garage)	21,083.78
2490-1300-3930	Other Contractual	10,342.00
2490-1300-3930	Other Contractual	41,858.00

**EXPLANATION OF NEED FOR REQUEST:**

\*\*See attached requests

VANDERBURGH COUNTY  
**REC'D**

OCT 14 1994

*Sam Humphrey*  
AUDITOR

**BALANCE OF ACCOUNTS:**

ACCOUNT NO	BUDGET	DISBURSEMENTS	BALANCE	BALANCE AFTER APPROPRIATION
1300-3290	40,000.00	139,244.33	-0-	10,368.00
1300-3050	250,000.00	469,149.77	-0-	14,175.00
1300-3530	NONE	-----	-0-	21,038.78
2490-1300-3930	-----	-----	-0-	10,342.00
2490-1300-3930	NONE	-----	-0-	41,858.00

DEPARTMENT HEAD: \_\_\_\_\_

*Patrol Julez*

*BJ*

A. Total pupil days enrolled divided by number of days school was in session for pupil attendance equals full time pupil equivalent  
216 / 180 = 1.20

B. Net Operating Costs (from line 9, page 1) divided by A.D.M. equals Per Capita Cost  
\$ 969,337.00 / 159 = 6,096.46

C. Per Capita Cost (Section B) times full time pupil equivalent.  
\$ 6,096.46 x 1.20 = 7,315.75

Total Gross Amount Due - Section C

LESS total amounts distributed by State to the General Fund on account of transferred pupils named in this statement on page two:

\$2,148.03	Tuition Support (State Support per A.D.M. times actual A.D.M. Kindergarten pupils counting as 1/2)	\$ <u>2,148.03</u>
	Supplemental Tuition Support	<u>-0-</u>
	At Risk	<u>-0-</u>
	Additional Pupil Count Support (Special and Vocational Education)	<u>-0-</u>
\$40.00	A.D.A. Flat Grant (For grade 1-12 students reported as residents)	<u>58.80</u>
	Other State and Federal Support applicable (Specify)	<u>1.17</u>

\$ 7,315.75

\$ 2,206.83

\$ 5,108.92

D. NET AMOUNT DUE FOR OPERATING

E. Capital Costs (from line 15, page 1) divided by A.D.M. equals Per Capita Capital Cost  
\$ 18,900.00 / .159 = \$118.87

F. Gross Per Capita Cost (Section E) times full time pupil equivalent

\$ 118.87 x 1.20 =

Total Gross Amount Due - Section F (See Note Below)

Less total amounts distributed by State to the Debt Service Fund on account of transferred pupils named in this statement on page two for A.D.A. Flat Grant (For grade 1 - 12 students reported as residents)

142.64

\$ 0

G. NET AMOUNT DUE FOR CAPITAL

Net Amount Due for Transfer Tuition - Operating (D.)	\$ <u>5,108.92</u>
Net Amount Due for Transfer Tuition - Capital (G.)	\$ <u>142.64</u>
Net Amount Due for Transportation (from bottom of page 2)	\$ _____
Total Net Amount Due for Transfer Tuition and Transportation	\$ <u>5,251.56</u>

Less Quarterly Payments:	Date	Estimated Amount
First Quarter	_____	_____
Second Quarter	_____	_____
Third Quarter	_____	_____

Total Quarterly Payments

\$ 86.90

Balance of Net Amount Due

\$ 5,164.66

NOTE: All transfer tuition amounts received by the receiving corporation on account of Section F shall be received to the Debt Service Fund or the Capital Projects Fund. If the receiving corporation does not maintain either of these funds, said transfer tuition amounts shall be received to the General Fund.

pupil days enrolled divided by number of days school was in session for attendance equals full time pupil equivalent

101 / 180 = .5611

Net Operating Costs (from line 9, page 1) divided by A.D.M. equals Per Capita Cost

\$3592,172 / 983 = 3654.30

C. Per Capita Cost (Section B) times full time pupil equivalent.

\$ 3654.30 x .5611 = 2050.43

Total Gross Amount Due - Section C

LESS total amounts distributed by State to the General Fund on account of transferred pupils named in this statement on page two:

Table with 2 columns: Description of support (Tuition Support, Supplemental Tuition Support, At Risk, etc.) and Amount (\$2182.54, 0, 33.45, etc.)

\$ 2050.43

\$ 2215.90
\$ -165.5

D. NET AMOUNT DUE FOR OPERATING

E. Capital Costs (from line 15, page 1) divided by A.D.M. equals Per Capita Capital Cost

\$ 756,855 / 983 = 769.94

F. Gross Per Capita Cost (Section E) times full time pupil equivalent

\$ 769.94 x .5611 =

Total Gross Amount Due - Section F (See Note Below)

Less total amounts distributed by State to the Debt Service Fund on account of transferred pupils named in this statement on page two for A.D.A. Flat Grant (For grade 1-12 students reported as residents).....

\$ 432.00

\$
\$

G. NET AMOUNT DUE FOR CAPITAL

Net Amount Due for Transfer Tuition - Operating (D.)
Net Amount Due for Transfer Tuition - Capital (G.)
Net Amount Due for Transportation (from bottom of page 2)

Summary table for Net Amount Due for Transfer Tuition and Transportation with amounts: -165.56, 432.01, 0, 266.45

Total Net Amount Due for Transfer Tuition and Transportation
Less Quarterly Payments:

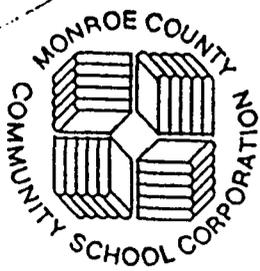
Table for Quarterly Payments with columns: Date, Estimated Amount. Rows for First, Second, and Third Quarter.

Total Quarterly Payments

Balance of Net Amount Due

Handwritten circled amount: \$ 266.45

NOTE: All transfer tuition amounts received by the receiving corporation on account of Section F shall be receipted to the Debt Service Fund or the Capital Projects Fund. If the receiving corporation does not maintain either of these funds, said transfer tuition amounts shall be receipted to the General Fund.



# Monroe County Community School Corporation

Administration Center 315 North Drive Bloomington, IN, 47401-6595

September 12, 1994

Sam Humphrey  
Vanderburg County Auditor  
Civic Center Complex Rm. #208  
Evansville, IN 47708

Dear Vanderburg County Auditor:

I have enclosed a final transfer tuition billing for William A. Lehman for the 1992-93 school year. Page 3 indicates a balance due of [REDACTED] after any applicable credits for state support.

<sup>291.88</sup>  
William A. Lehman, who has legal settlement in Vanderburg County, was placed through Vanderburg County Welfare with The Villages in a therapeutic group home and was living within the boundaries of our school district. Transfer tuition is to be paid by Vanderburg County which is the county of the student's legal settlement in accordance with the provisions of IC 20-8.1-6.1-5.

Please forward your check payable to the Monroe County Community School Corporation at your earliest convenience. If you have any questions please contact my office at 812-330-7700 and we will try to assist you.

Sincerely,

A handwritten signature in cursive script that reads "Barbara Bückner".

Barbara Bückner  
Assistant Comptroller

# INVOICE

CASHIER  
 Fort Wayne Community Schools  
 1200 S. Clinton Street, Fort Wayne, Indiana 46802

INVOICE NO. 012938

012938

TO: VANDERBURGH COUNTY AUDITOR  
 ATTN: SAM HUMPHREY  
 COURT HOUSE  
 EVANSVILLE IN 47700

OCTOBER 05, 1994

CUSTOMER NO. C40 76

Date	Item	Quantity	Unit Cost	Total Cost
	TUITION			
	1993-94 FINAL WELFARE TUITION EVANSVILLE-VANDERGURGH PER ATTACHED FORM 515 GR 6-8			1,991.44
	BALANCE DUE			1,991.44

Please return pink copy of this invoice with your payment.  
 Make all checks payable to Fort Wayne Community Schools.

ORIGINAL

	physical plant equipment and appurtenances	\$12,566.41
12	Amount levied for th Capital Projects Fund for the calendar year in which the school year ends.	\$3,807,582.66
13.	Amount levied for the Debt Service Fund for the calendar year in which the school year ends	\$223,503.81
14.	TOTAL LINES 11, 12, and 13	\$4,043,632.88
15.	Total Capital Costs, the LESSER of amount on Line 10 or Line 14.	\$4,043,632.88
16	Total Costs (Line 9 plus Line 15)	\$32,802,208.01

# INVOICE

CASHIER  
 Fort Wayne Community Schools  
 1200 S. Clinton Street, Fort Wayne, Indiana 46802

INVOICE NO. 012986  
 012986

OCTOBER 05, 1994

TO: VANDERBURGH COUNTY AUDITOR  
 ATTN: SAM HUMPHREY  
 COURT HOUSE  
 EVANSVILLE IN 47700

CUSTOMER NO. C40847

Date	Item	Quantity	Unit Cost	Total Cost
	TUITION			
	1993-94 FINAL WELFARE TUITION AS PER ATTACHED FORM 515 GR 9-12			315.98
	BALANCE DUE			315.98

Please return pink copy of this invoice with your payment.  
 Make all checks payable to Fort Wayne Community Schools.

ORIGINAL

11.	Amount budgeted from the General Fund for Capital Outlay for physical plant equipment and appurtenances	\$15,346.8
12.	Amount levied for the Capital Projects Fund for the calendar year in which the school year ends.	\$4,650,007.8
13.	Amount levied for the Debt Service Fund for the calendar year in which the school year ends	\$272,955.2
14.	TOTAL LINES 11, 12, and 13	\$4,938,310.0
15.	Total Capital Costs, the LESSER of amount on Line 10 or Line 14	\$4,938,310.0
16.	Total Costs (Line 9 plus Line 15)	\$38,650,040.8

# INVOICE

CASHIER  
 Fort Wayne Community Schools  
 1200 S. Clinton Street, Fort Wayne, Indiana 46802

INVOICE NO. 012985  
 012985

TO: VANDERBURGH COUNTY AUDITOR  
 ATTN: SAM HUMPHREY  
 COURT HOUSE  
 EVANSVILLE IN 47700

OCTOBER 05, 1994

CUSTOMER NO. C40 [REDACTED] 476

Date	Item	Quantity	Unit Cost	Total Cost
	TUITION			
	1993-94 FINAL WELFARE TUITION EVANSVILLE-VANDERBURGH SCHOOL AS PER ATTACHED FORM 515 GR 9-12			2,337.51
	BALANCE DUE			2,337.51

Please return pink copy of this invoice with your payment.  
 Make all checks payable to Fort Wayne Community Schools.

ORIGINAL [REDACTED]

11.	Amount budgeted from the General Fund for Capital Outlay for physical plant equipment and appurtenances	\$15,346.81
12.	Amount levied for the Capital Projects Fund for the calendar year in which the school year ends.	\$4,650,007.89
13.	Amount levied for the Debt Service Fund for the calendar year in which the school year ends	\$272,955.31
14.	TOTAL LINES 11, 12, and 13	\$4,938,310.01
15.	Total Capital Costs, the LESSER of amount on Line 10 or Line 14	\$4,938,310.01
16.	Total Costs (Line 9 plus Line 15)	\$38,650,040.91

INDIANA ICORUM LEASING NO. JUVENILE CONSUMER NO. 47130  
 DETENTION CENTER  
 609 MEIGS AVE.  
 JEFFERSONVILLE, IN 47130

Payment on Acct.  Cash Credit

Month	Day	Year
8	21	94

Clark County  
 JUVENILE

Amount
6.49

Detention Center  
 609 Meigs Avenue  
 Jeffersonville, Indiana 47130

082494

PHONE: (317) 285-2360

James C. Snook  
 Director

032334  
 DANGER DRUG  
 JEFFERSONVILLE IN  
 Clementine B. Barfield

ECONOCARGE

CLERK

To: *James C. Snook*  
 VANDERBURGH COUNTY COURT  
 JUVENILE DIVISION, ROOM 1254  
 CIVIC CENTER COMPLEX  
 825 SYCAMORE STREET  
 EVANSVILLE, IN 47708

SUB TOTAL	
SALES TAX	
TOTAL AMOUNT	6.49

\* Enter "D" if tax deductible item.

CUSTOMER COPY

DATE: 9/12/94

- INVOICE -  
 AUGUST 1994 - VANDERBURGH COUNTY

RES NAME	DATE IN	REL DATE	TOT DAYS	TOT DOL
Bowler, Kevin A.	08-10-94	08-12-94	2.0	170.00
Brank, Menelik	08-18-94	08-22-94	4.5	382.50
Compton, Cameron B.	08-10-94	08-31-94	21.0	1,785.00
Durham, James E.	08-27-94	08-31-94	4.0	340.00
Flax, Christopher	08-08-94	08-27-94	19.0	1,615.00
Graves, John	08-23-94	08-29-94	6.0	510.00
Hall, Craig	08-11-94	08-12-94	1.5	127.50
Lindsey, Terry Shawn	08-30-94	08-31-94	1.5	127.50
Long, Thomas Jr.	08-23-94	08-25-94	1.5	127.50
Meyer, Chris	08-01-94	08-31-94	30.0	2,550.00
Perry, Trevor	08-01-94	08-03-94	3.0	255.00
Price, Tori A.	08-03-94	08-10-94	7.5	637.50
Rankin, Mandraki	08-01-94	08-10-94	8.5	722.50
Ricketts, Dennis	08-17-94	08-30-94	13.0	1,105.00
Spinks, Sirocko	08-25-94	08-31-94	6.5	552.50
Tapp, Katawn	08-23-94	08-29-94	6.0	510.00
Tapp, Katawn Ondu	08-14-94	08-17-94	3.0	255.00
Trevor, Perry	08-01-94	08-03-94	2.5	212.50
Whitelow, Joshua	08-13-94	08-17-94	4.5	382.50
Whitler, Chad	08-05-94	08-07-94	2.0	170.00

Total Per Diem Charges Due: 12,537.50  
 Total Medical Charges Due: 6.49  
 Total Due: \$12,543.99

*ok/BA*

\* PER DIEM RATES ARE \$85.00 PER DAY \*

Please make checks payable to Clark County Treasurer  
 Please mail checks to 609 Meigs Avenue, Jeffersonville, IN 47130  
 THANK YOU

Accredited by the American Correctional Association

12:40:38 01 SEP 1994

INVOICE

08-01-94 through 08-31-94

Vanderburgh County Auditor

Adm Dt	Rel Dt	Client	Per Diem
08-18-94		Talley, Kavan Wayne	1190.00

-----  
 1190.00  
 -----

*GRB*

JOHNSON COUNTY  
 JUVENILE DETENTION FACILITY  
 1121 Hospital Road  
 Franklin, IN 46131

CLARK MEMORIAL HOSPITAL  
P.O. BOX 89  
JEFFERSONVILLE, INDIANA 47131-0089  
PHONE: 283-2389

DISCHARGE DATE

2 19 94

PATIENT NO

614591

NOTICE: CHARGES OR PAYMENTS MADE AFTER THIS DATE WILL APPEAR ON NEXT STATEMENT

PREVIOUS BALANCE

440.25

MO | DAY | YR

4 | 23 | 94

4 J2 94 BALANCE LAST STATEMENT

440.25

BALANCE IS NOW DUE AND MUST BE PAID WITHIN 15 DAYS.

PLEASE CALL TO CALCULATE YOUR ACCOUNT BALANCE

PATIENT: LEHMAN, WILLIAM T

AMOUNT DUE

440.25

PLEASE RETAIN THIS COPY FOR YOUR TAX RECORDS

# Clark Memorial Hospital

P.O. Box 69 • Jeffersonville, Indiana 47131-0069

PATIENT NO

614591

BILL TO:

VARDENBURGH SUP CT, JUVEN  
CIVIC CTR. RM 126  
825 SYCAMORE  
LVANSVILLE IN 47705

SEE REVERSE SIDE IF  
PAYING BY CREDIT CARD



AMOUNT DUE

440.25

AMOUNT ENCLOSED

RETURN THIS PORTION WITH REMITTANCE

ENVIRONMENTAL CONSULTING & ENGINEERING  
 COMPANY, INC. OF INDIANA  
 26260 KOTTER AVENUE  
 EVANSVILLE, INDIANA 47715  
 PH (812) 474-2125

Vanderburgh Co. Highway Garage  
 5105 St. Joeseph  
 Evansville, In  
 CONTACT: John Stoll

INVOICE NO.: 0000223-IN  
 DATE: 08/31/94

PAGE NO.: 1

FOR ENVIRONMENTAL SERVICES RENDERED: *6930006* HOURS/UNITS AMOUNT

Remediation

08/01/94	TIM BOISTURE SENIOR ENV. CONSULTANT - Talked with Jack about forms, and talked to Cliff about special waste form	.50	37.50
08/02/94	TIM BOISTURE SENIOR ENV. CONSULTANT - went over problems with disposal of special waste, had Bill sign UST closure report	.50	37.50
08/02/94	TIM BOISTURE SENIOR ENV. CONSULTANT - Went over well construction with people from state of Indiana	.75	56.25
08/02/94	TIM BOISTURE SENIOR ENV. CONSULTANT - Met with McCoy and McCoy about broken samples	1.25	93.75
08/03/94	TIM BOISTURE SENIOR ENV. CONSULTANT - Talked to Richard about special waste of oil and proper disposal. Talked with Jack about roller wheel.	3.00	225.00
08/03/94	GLORIA BERGNER Stenographer - Clerk - Typed letters for Vanderburgh County Garage	.50	12.50
<del>08/04/94</del>	TIM BOISTURE SENIOR ENV. CONSULTANT - Discussed Garage work in staff meeting	.50	37.50
08/04/94	TIM BOISTURE SENIOR ENV. CONSULTANT - Went over corrections on monthly report with Gloria and formatted report for her	.50	37.50
08/04/94	TIM BOISTURE SENIOR ENV. CONSULTANT - Worked on CAP	5.75	431.25
08/04/94	GLORIA BERGNER Stenographer - Clerk - Retype and reformat monthly reports	1.25	31.25

ENVIRONMENTAL CONSULTING & ENGINEERING  
 COMPANY, INC. OF INDIANA  
 26260 KOTTER AVENUE  
 EVANSVILLE, INDIANA 47715  
 PH (812) 474-2125

Vanderburgh Co. Highway Garage  
 5105 St. Joeseeph  
 Evansville, In  
 CONTACT: John Stoll

INVOICE NO.: 0000223-IN  
 DATE: 08/31/94

PAGE NO.: 2

FOR ENVIRONMENTAL SERVICES RENDERED:		HOURS/UNITS	AMOUNT
08/05/94	TIM BOISTURE SENIOR ENV. CONSULTANT - Worked on CAP	3.00	225.00
08/05/94	MIKE HEAD GEOLOGIST - HYDROLOGIST - Proposed and mailed letter to garage	1.00	45.00
08/09/94	TIM BOISTURE SENIOR ENV. CONSULTANT - Talked with Bill and Kirk about disposal <i>(Asbestos)</i>	.50	37.50
08/10/94	TIM BOISTURE SENIOR ENV. CONSULTANT - Worked on CAP, made call about special waste disposal	2.00	150.00
08/10/94	TIM BOISTURE SENIOR ENV. CONSULTANT - Worked on CAP, updated Jack on progress with reports, billing, etc	6.25	468.75
08/11/94	TIM BOISTURE SENIOR ENV. CONSULTANT - Worked on CAP narrative	3.50	262.50
08/12/94	TIM BOISTURE GEOLOGIST - HYDROLOGIST - Worked on CAP	1.00	45.00
08/12/94	TIM BOISTURE SENIOR ENV. CONSULTANT - worked on CAP	3.00	225.00
08/15/94	TIM BOISTURE SENIOR ENV. CONSULTANT - Worked on CAP	5.00	375.00
08/16/94	TIM BOISTURE PHONE CALLS - Called McCoy and McCoy about analytical results for MW-10	5.00	.90
08/16/94	TIM BOISTURE SENIOR ENV. CONSULTANT - Worked on CAP, summarized analyticals, called for Richette about handling of waste disposal	4.75	356.25
08/22/94	TIM BOISTURE SENIOR ENV. CONSULTANT - Went over additional information needed for CAP with Mike	5.50	412.50



ENVIRONMENTAL CONSULTING & ENGINEERING  
COMPANY, INC. OF INDIANA  
2626D KOTTER AVENUE  
EVANSVILLE, INDIANA 47715  
PH (812) 474-2125

Vanderburgh Co. Highway Garage  
5105 St. Joeseeph  
Evansville, In  
CONTACT: John Stoll

INVOICE NO.: 0000223-IN  
DATE: 08/31/94

PAGE NO.: 4

FOR ENVIRONMENTAL SERVICES RENDERED:		HOURS/UNITS	AMOUNT
08/29/94	TIM BOISTURE SENIOR ENV. CONSULTANT - Worked on CAP	5.00	375.00
08/29/94	MIKE HEAD GEOLOGIST - HYDROLOGIST - Worked on potentiometric maps	2.50	112.50
08/30/94	TIM BOISTURE SENIOR ENV. CONSULTANT - Returned call to Jack Crawford, talked about tank pulls and problem with disposal	.50	37.50
08/30/94	TIM BOISTURE SENIOR ENV. CONSULTANT - Worked on CAP, went over corrections with Mike on boring logs, maps, and wells	1.50	112.50
08/30/94	TIM BOISTURE SENIOR ENV. CONSULTANT - Returned call to Jack Crawford, talked about tank pulls and problem with disposal	.50	37.50
08/30/94	MIKE HEAD GEOLOGIST - HYDROLOGIST - Worked on maps and boring logs	1.00	45.00
08/31/94	TIM BOISTURE SENIOR ENV. CONSULTANT - Called Cliff Rice and went over constituents found in ground water. Cliff said it was OK to dispose of water down the drain. Also worked on CAP	2.00	150.00

TOTAL AMOUNT DUE THIS INVOICE: 5669.08

*Balance Due*

Vanderburgh Co. Highway Garage  
5105 St. Joeseeph  
Evansville, In  
CONTACT: John Stoll

INVOICE NO.: 0000223-IN

PAGE NO.: 5

FOR ENVIRONMENTAL SERVICES RENDERED: HOURS/UNITS AMOUNT

PAYMENT DUE UPON RECEIPT

CURRENT	OVER 30	OVER 60	OVER 90	OVER 120	BALANCE DUE
5669.08	15414.70				21083.78

*Last month*

*addition  
ok  
[Signature]*

*ok  
[Signature]*

MEMORANDUM

Date: September 7, 1994  
From: P.R. Cappelletti   
To: B.J. Ferrell  
Subject: Reassessment Account Funds

---

Per our discussion, an appropriation request from the Reassessment Account must be scheduled for the October meeting of the County Council. As you are aware, a bid was awarded to CSS Associates Inc earlier in the year for the new Computer Aided Mass Appraisal System. During the past several months, computers have been purchased, software installed, training completed and files are being converted.

The following invoices have been received from CSS Associates Inc. and will be taken to Databoard for approval for payment during their regularly scheduled meeting of September 27, 1994. The board will be advised that the appropriation request is schedule for the October meeting and that sufficient funding exists.

According to our calculations, the REASSESSMENT Account (2490), after the appropriations of September 7, would have a balance of \$16,890. The REASSESSMENT1 Account (2491), has a balance of \$41,858.22. The combined balance is \$58,748.22.

The invoices from CSS are as follows:

Date	Invoice#	Description	Amount
8/23/94	923211	On site training - July '94	\$3,800.00
8/23/94	923210	Proval Install & first year support	12,000.00
8/23/94	923209	Proval Base Site & PC Licenses	37,400.00
		Total	\$53,200.00

This appropriation will conclude all scheduled payments to CSS for the initial installation and first year support. Support for the remaining years (2,3,4,etc) will come from my standard 3860 account and is budgeted according to the bid.

Please prepare the appropriate requests for submission to County Council.



CSS ASSOCIATES, INC.

33 E. HIGH STREET PO BOX 1768  
SPRINGFIELD, OHIO 45501  
PHONE: (513) 324-2515

DATE: 08/23/94

INVOICE NO.: 923211  
TERMS: NET 10

INVOICE TO: CA182

SHIP TO:

VANDERBURGH COUNTY  
COMPUTER SERV DEPT. RM. 205  
1 NW MARTIN LUTHER KING BLVD  
EVANSVILLE IN 47708

RICHARD CAPPELLETTI DIRECTOR  
VANDERBURGH COUNTY  
1 NW MARTIN LUTHER KING BLVD  
EVANSVILLE IN 47708

ORDER DATE: 08/23/94

DATE SHIPPED: 08/23/94

ORDER	SHIP	ITEM	DESCRIPTION	UNIT	UNIT-PRICE	TOTAL
			ON SITE TRAINING - JULY 1994			
2	2		TOM FOLK	DAY	400.000	800.00
6	6		CHUCK COLVIN	DAY	400.000	2400.00
3	3		KELBY MOORE	DAY	200.000	600.00
			3 DAYS AT 1/2 DAY RATE			

NOTE: WAYNE MOORE WAS ON SITE 3 DAYS  
DURING THIS PERIOD, BUT HIS TIME IS  
COVERED UNDER INSTALLATION & SUPPORT

NON-TAXABLE 3,800.00  
TAXABLE .00  
SALES TAX .00

\*\* TOTAL DUE 3,800.00



CSS ASSOCIATES, INC.

33 E. HIGH STREET PO BOX 1768  
SPRINGFIELD, OHIO 45501  
PHONE: (513) 324-2515

DATE: 08/23/94

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TERMS: NET 10

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VANDERBURGH COUNTY  
1 NW MARTIN LUTHER KING BLVD  
EVANSVILLE IN 47708

ORDER DATE: 08/23/94

DATE SHIPPED: 08/23/94

ORDER	SHIP	ITEM	DESCRIPTION	UNIT	UNIT-PRICE	TOTAL
1	1		PROVAL BASE SITE LICENSE		2400.000	2400.00
25	25		WORKSTATION LICENSES	EA	1400.000	35000.00
					NON-TAXABLE	37,400.00
					TAXABLE	.00
				** TOTAL DUE		37,400.00



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NON-TAXABLE 3,800.00  
TAXABLE .00  
SALES TAX .00

\*\* TOTAL DUE 3,800.00



# REQUEST FOR TRANSFER

DEPARTMENT: # 1310 Superintendent of Co. Bldgs. DATE: 10/14/94

ACCOUNT	LINE ITEM	AMOUNT
FROM: 1310-1850	Union Overtime	90.00
TO: 1310-1910	PERF	90.00

**EXPLANATION OF NEED FOR REQUEST:**

underfunded in PERF for 1994

VANDERBURGH COUNTY  
**REC'D**

OCT 14 1994

*Sam Humphrey*  
AUDITOR

**BALANCE OF ACCOUNTS:**

ACCOUNT NO	BUDGET	DISBURSEMENTS	BALANCE	BALANCE AFTER TRANSFER
1310-1850	2,000.00	-0-	2,000.00	1,910.00
1310-1910	3,324.00	2,528.55	795.45	885.45

DEPARTMENT HEAD: *[Signature]*

# REQUEST FOR TRANSFER

DEPARTMENT: 1300-1300

DATE: 10/14/94

ACCOUNT	LINE ITEM	AMOUNT
FROM: 1300-1990	Extra Help	449.00
TO: 1300-1910	PERF	449.00

**EXPLANATION OF NEED FOR REQUEST:**

Account does not have sufficient funds for remainder of year.

VANDERBURGH COUNTY

**REC'D**

OCT 14 1994

*Sam Gumpel*  
AUDITOR

**BALANCE OF ACCOUNTS:**

ACCOUNT NO	BUDGET	DISBURSEMENTS	BALANCE	BALANCE AFTER TRANSFER
1300-1990	2,000.00	1,292.50	707.50	258.50
1300-1910	18,636.00	14,085.88	4,550.12	4,999.12

DEPARTMENT HEAD: \_\_\_\_\_

*Patricia Julez*

*af*

Dear Mr. Tuley

I'm contacting you on behalf of the Evansville Junior Football League. We are a group dedicated to youth athletic programs.

We would like to use the Bishop Building at Burdette Park for our season end picnic. We are requesting a reduction in cost because we are a non-profit organization. We will be needing the facility on Oct. It is available on that day per Mr. Mark

Thank you for your consideration in this matter.

Sincerely,

Dot. Cook

1406 Ewing Ave

Evansville, IN 47712

812-464-2715

or 812-422-1184 voice mail 4

*Approved*



TRANSCRIPT  
COUNTY COMMISSIONERS MEETING  
OCTOBER 24, 1994

I N D E X

<u>Subject</u>	<u>Page No.</u>
Meeting Opened @ 5:40 p.m. ....	1
Introductions & Pledge of Allegiance .....	1
Authorization to Open Bids .....	1
USI Project/Dr. Ray Hoops, President, USI .....	1
Ordinance re Establishment of Evansville-Vanderburgh County Commission on Domestic & Sexual Violence / Fathers United - Roger Madden .....	2
(Ordinance to be revised and re-advertised)	
Drainage Ordinance/Second Reading (approved) .....	4
(Final Reading scheduled October 31, 1994)	
County Coroner/Dennis Buickel .....	4
(Board approved declaring an emergency with regard to Walk-in freezer at the Morgue; \$1,000 from CCD Fund)	
Purchasing/Lynn Ellis .....	5
Request to Rescind Bid Award to Parke Technology for Body Armor for Sheriff's Department	
Request to Advertise	
Notice from Teamsters re Expiration of Contract re Civilian Jailers .....	5
Health Department/Sam Elder .....	6
Execution of Contract (\$8,500 for Survey) Contract with Physician/Well Baby Clinic	
Willow Creek Subdivision/Bill Jeffers .....	7
Assistant County Attorney/Dennis Brinkmeyer .....	10
Reading of Bids Bids referred to County Engineer and R. Cappelletti for review and recommendation	
Superintendent of County Buildings/Mark Abell .....	11
United Way Pledge Drive Travel Request/County Treasurer (approved) Travel Request/EMA (approved)	
County Highway/Bill Morpew .....	11
Weekly Work Report Paving Program (First Avenue Bridge, New Maple, Eastgate, O'Hara Drive, Swinging Way) Salt Storage Building Authorization to remove Calcium Storage Tank at County Highway and use calcium on roads in the bottoms, after grading the roads	
County Engineer/John Stoll .....	12
Change Order/O'Hara Drive/Concrete Repair Contract (\$33,075.09)	
Consent Agenda (approved) .....	13
Scheduled Meetings .....	13
Executive Sessions (Nov. 7, 21 and 28)	

Old Business .....	13
Approval of Minutes (Old and New)	
Letter of Intent (E.A.R.C.)	
Change in Voting Places	
Acceptance of Checks from Kevin Bryant	
Petition to Vacate Easement in Autumn Hills	
(Hearing scheduled @ 5:30 p.m. on November 21, 1994)	
Travel Request/County Auditor (Denied)	
Soil Conservation Service/Telephones	
Meeting Adjourned @ 6:56 p.m. ....	16

TRANSCRIPT  
COUNTY COMMISSIONERS MEETING  
OCTOBER 24, 1994

The Vanderburgh County Board of Commissioners met in session at 5:40 p.m. on Monday, October 24, 1994 in the Commissioners Hearing room with President Pat Tuley presiding.

RE: INTRODUCTIONS & PLEDGE OF ALLEGIANCE

President Tuley called the meeting to order, welcomed the attendees, introduced members of the County Staff (Mark Abell, Supt./County Bldgs., Assistant County Attorney Dennis Brinkmeyer, (Commissioner Rick Borries will be arriving a few minutes late), himself, Commissioner Don Hunter, Chief Deputy Auditor Cindy Mayo and Joanne Matthews, the Official Recording Secretary for the Board. Commissioner Tuley subsequently asked the group to stand for the Pledge of Allegiance.

RE: AUTHORIZATION TO OPEN BIDS

President Tuley noted there are three (3) bid openings scheduled today: VC94-10-01 (Installation of Flapgate and Headwall Alteration on Tekoppel Avenue); VC94-10-02 (Rehabilitation of Bridge #210 on Baumgart Road); and VC9416 (Computer Equipment for the County Commissioners and Family Protection/Development Section). He then entertained a motion.

Motion to authorize Attorney Brinkmeyer to open all bids on the three projects was made by Commissioner Hunter and seconded by Commissioner Borries. So ordered.

RE: USI OVERPASS - DR. RAY HOOPS

Before proceeding with the printed agenda, President Tuley 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.

Dr. Ray Hoops, President of the University of Southern Indiana, was recognized and approached the podium. He said, "I really came down today just to attend one of these meetings, but since I was here I wanted to thank two groups represented in here today for the very fine result we're getting out of the overpass. The first would be the Commissioners. I wasn't here at the time the very hard decision to go ahead with that project was made. But I know it wasn't an easy political decision. I know it was a complex decision and there are some people who probably had more responsibility for it than you did but were passing the ball back and forth, and I want to commend you for that. It's working better than anyone ever had a right to expect. If you've driven out there in the middle of the day during our serious class change times -- you know, we've gone from what was having one of the most dangerous intersections (probably the most dangerous intersection) in Vanderburgh County even with the good work that law enforcement did for us directing traffic and making sure our little rascals didn't drive too fast on the road -- to now, just a drive. I went out two days ago at the 1:00 p.m. change of class, which is our busiest time. At the same time, we had 300 parents coming on campus. In other words, ordinarily it would have backed up past the Expressway and people would have been taking their lives in their own hands to cross -- and it was just a drive onto the campus. And I really would invite all of you, because you had such a hand in that, to drive out just to see it during a maximum class change. You'll be very pleased. As a note of personal privilege, I want to tell you what a pleasure it is for my family and me to be here in Indiana and, again, thank you for the work on the overpass. It is much appreciated."

Commissioner Tuley said, "Dr. Hoops, thank you for coming down and expressing those comments. I think at this time it would only be appropriate for us to let Commissioner Borries respond. Of the three of us Commissioners, he is the only one who was here in 1989 when that project got under way."

Dr. Hoops said, "I also think he may have been the only one of the three of you who came out and got wet with me at the ribbon cutting."

Commissioner Hunter interrupted, "No, no, no. I remember it well. It was a very wet day."

Dr. Hoops apologized.

Commissioner Borries asked, "What am I responding to here? I respond to a lot of things, Dr. Hoops. Some of them are right and some of them are wrong."

Dr. Hoops said, "I think, Sir, that may have been a subtle chiding for being a minute late!"

Commissioner Borries said, "I've had a case of the 'lates' today, too -- all day."

Commissioner Tuley continued, "Dr. Hoops came up to express his gratitude and appreciation for the overpass and tell us how well it is working and he appreciated it was a tough decision for those who were involved in making that decision."

Commissioner Borries said, "Well, it was clearly the right thing to do. I think Commissioner Hunter has expressed that and we're pleased to have really been an integral part of it. We hope that the State will now respond at bidding time when we ask them maybe to do another overpass at a different part of the road. But it was a clear cut situation where with young people it was absolutely the right thing to do. And, we certainly welcome you to the community. We're delighted that you're a part of it and that particular university in that area is probably the most dynamic part of the county right now. I mean, it is growing and developing. I always told the westsiders that when the Wal-Mart got out there the west side was going to change -- and things are really changing. There is development going on out there and it's a beautiful part of the county and I think it will just continue to grow and prosper. So we're delighted to have you with us."

Commissioner Tuley humorously noted, "Joanne, I forgot to tell Rick he's under a stop watch so...." Commissioner Tuley then asked if there are any other individuals or groups wishing to come forth at this time.

RE: ORDINANCE RE ESTABLISHMENT OF EVANSVILLE-VANDEBURGH  
COUNTY COMMISSION ON DOMESTIC AND SEXUAL VIOLENCE/  
FATHERS UNITED - ROGER MADDEN

Mr. Roger Madden was recognized, approached the podium, identified himself and stated he is with Fathers United. He said, "I heard you were going to be picking people for the Commission on Domestic and Sexual Violence. It was supposed to be on the agenda but I believe it got canceled due to some typos. However, I wanted to drop off some information about domestic violence. This is an article from as far back as 1974. It gives a few facts versus some of the gender bias that comes out. And, here's a pamphlet that was downstairs. It says, 'Woman Abuse is Child Abuse' and 'I Don't Like Abusers Because They Hurt My Mom'. These articles show that, for example, wife to husband assault rates is slightly higher than husband to wife. So domestic violence is one of those gender bias issues that tends to get a lot of policy passed that isn't quite correct. And this is a picture of a little girl that got burned by her mother. It was hot grease burns. It could have been an accident. But when a skin graft got infected due to lack of medical care and treatment by the mother, it has to be neglect -- which the Prosecutor's office hasn't even done anything about. So I put in an application or resume to get on the Commission to kind of try to get the other side of the story. So if these can be duplicated and given to the members so they could take a look at it..."

Commissioner Borries said it will be a nicely balanced Commission.

Commissioner Tuley remarked, "I understand and your comments are well taken. Did you say who you were -- just for the record?"

Mr. Madden responded, "Roger Madden."

Mr. Tuley said, "Okay. I'm sorry."

Commissioner Borries stated, "Roger, correct me if I'm wrong. I don't think that the Ordinance, itself, speaks to gender in any sense of the word. Our mission -- and what we intend to do on this -- is to say that this Board and this County and this City is against domestic and sexual violence period."

Mr. Madden interjected, "Yes. And that would be nice. But I would just like to say that a lot of other Commissions have been kind of one-sided. I have testified to them as far back as 1984 in the Commission on Child Support and...."

Mr. Borries interrupted, "Which is your right. But if you want to--and I think we could probably come up with other statistics that would probably say there are tremendous numbers of women who would verify to the opposite. But, again, I would want to emphasize from my perspective that there is no gender bias that is supposed to be involved in this. That is why we didn't put **Women's Domestic and Sexual Violence.**"

Mr. Madden said, "Right. Well, like I said, this stuff is as old as 1974, 1977, etc. -- and that's all we've been hearing for the last ten or fifteen years. And, Gloria Robinson is one of the ladies who wrote the report, so it sounds like they have a few more scientific facts versus just opinions. And I also wanted to ask if you all have a copy of the Federal Mandate that came down to establish the Commission. I know they've got the \$30 million crime bill or \$30 billion crime bill and, according to the newspaper, \$35 million is going for the Commission. I was hoping I could get a copy of that just for the parameters the Feds set up."

Commissioner Borries responded, "I'm not sure that we do -- and I'm also not sure that was really the reasoning behind this, other than because of some highly publicized cases recently as well as, again, judging by Court records, the cases that have been involved in our own community -- that that, alone, had a lot to do with the impetus. Now whether or not there are going to be any federal funds involved, I don't know."

Mr. Madden said, "According to the newspaper, that is where the \$35 million is coming from for the grants. That is nation wide, not just ...but like some of the statistics that were brought out, it said mothers were more likely to abuse the children at a rate of 62% higher than fathers. You know, granted it could be the amount of time with, etc., plus so many children were likely to suffer physical injury from the mother -- different things like that which you usually don't hear."

Commissioner Borries stated, "No one is disputing your figures."

Mr. Madden countered, "This isn't even mine. This came out of **Social Work, 1987** -- but if this can be passed out it might kind of broaden the awareness."

Commissioner Tuley said, "You can submit it and we'll enter it into the minutes for tonight's meeting."

In continuing, Commissioner Tuley said, "As Roger just stated, the Second and Final Reading of the Ordinance re the Establishment of a Joint Commission on Domestic and Sexual Violence has been postponed due to some wording problems in the ordinance, itself. We will have to re-advertise and bring it back up."

RE: DRAINAGE ORDINANCE - SECOND READING

Mr. Tuley noted this is the next item on the agenda.

Motion to approve the subject ordinance on Second Reading was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered. Commissioner Tuley asked Ms. Matthews if the Final Reading is scheduled for next Monday, October 31st. Ms. Matthews confirmed this is correct.

RE: COUNTY CORONER - DENNIS BUICKEL

County Coroner Dennis Buickel approached the podium, identified himself and said, "I had originally submitted a request for the Commission to act on two things. Let's take the second part of the request first, because we'll just forget about that. I had asked for \$1,200 for a new typewriter and to get our only typewriter that we have now (which is nine years old and broken) repaired. Mr. Abell has been gracious enough to allow our office to use his own personal typewriter and I'll put off trying to get a replacement for Mr. Abell's typewriter and our broken typewriter until next year. The main reason I am here though is, we desperately need an emergency declared to get \$1,000.00 put into our line item account for repair of our walk-in freezer. We've had it repaired four or five times. We have about \$245.00 to \$250.00 in that line item account right now. I'm sitting on an invoice for the last repair job that was completed that will deplete that account. We've had several things go wrong with the cooling ability of the freezer, if you will. The compressor, thankfully, has never gone out. It is still under warranty. But there have been other..."

Commissioner Borries asked, "This freezer, Dennis, was that moved into..."

Mr. Buickel interrupted, "That was built with the building."

Mr. Borries asked, "And it is out of warranty now?"

Mr. Buickel replied, "Well, on anything other than the compressor, the warranty has already expired. The compressor has a five year warranty on it. The company that has been working on the freezer -- there has always been someone from our staff there when the repairs have been made. They've come out in the past and had to inject dye into the system because they couldn't find the leak. They found the leak up in the attic above the freezer -- right around the heat exchanger. There are several other leaks out by the outside unit. But, like I said, the compressor, itself, has never gone out. We have a slow leak now. We have the freezer turned down. When they recharged it this last time we turned it down to between 20 degrees to 25 degrees below zero. Right now, it is still below zero. Yesterday when I was in there, it was either 10 degrees or 11 degrees below -- so, I mean, we're losing a degree a day or every other day. It's a small leak, but it isn't going to go away."

Commissioner Borries said, "We don't have any choice in this, I move..."

Mr. Tuley interjected, "Commissioner Hunter just said there is more than ample money left in the CCD fund."

Motion was made by Commissioner Borries that an emergency be declared. Seconded by Commissioner Hunter. So ordered.

Motion was made by Commissioner Borries that County Coroner Dennis Buickel's request with regard to this emergency concerning the walk-in freezer at the County Coroner's office be immediately prepared. Seconded by Commissioner Hunter. So ordered.

Mr. Buickel continued, "So you gentlemen know the whole story, also, the \$1,000 is an approximate figure. I can't give you an exact dollar amount on it. I think \$1,000 will be more than adequate and once it is repaired the money left in the account can just revert back to the

General Fund."

Commissioner Hunter said, "Let's talk about that a minute, too. What kind of progress has been made on the Non-Reverting Fund?"

Mr. Buickel replied, "I talked to Mr. Brinkmeyer just prior to this meeting and he, Mr. Kissinger and I are still working on it to find the specific statutory authority. I'm going to be contacting the Indiana State Coroner's Association and Indiana Association of Indiana Counties to get their input."

Mr. Hunter asked, "Dennis, is there any reason that hasn't been done before? Any reason we can't do it?"

Attorney Brinkmeyer replied, "The only problem is, until we find the proper statutory provision, we're reluctant to do that -- and it's generally believed it's going to be a situation where he can hold on to those funds and we're in the process of finding that particular statute."

Mr. Hunter said, "Burdette Park has one."

Attorney Brinkmeyer said, "Well, it's my understanding there are various agencies that do have that non-reverting fund. But my check as far as the Coroner's office hasn't disclosed anything to this point so we're still looking for that."

RE: PURCHASING - LYNN ELLIS

Body Armor/Sheriff's Department/Request to Rescind Bid Award: Ms. Ellis said the first item is a request to rescind the bid award to Parke Technology for the body armor. Upon notification of the bid award to the bidders, she was supplied with information regarding Parke Technology and a history of problems that other agencies have had with the company. At this point in time there is a possible litigation pursuing against them and it is the recommendation of the Sheriff's Department and Purchasing to rescind that bid award. That rescinding would be based upon specifically Section 3619J2, which deals with the integrity, character and reputation of the bidder. And that is found by our investigation for them not to comply with the statute.

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

Ms. Ellis said that, hopefully, next week a recommendation can be made as to whether to go with another bidder, based on that initial bid or if we will request that we re-advertise and re-bid. That will be brought at a later date -- hopefully, next week.

Request to Advertise: Ms. Ellis said the next item is to advertise for some bids -- and she broke the list down to attach the agenda item. Those requiring advertising based on the expenditures in a fiscal year and those not requiring advertising. The intent of the ones not requiring legal advertising and formal bid is because there are personnel both in the county and in the city that expend a tremendous amount of time getting quotes on light bulbs, film, etc. They are low cost items, but they take a lot of time -- and we have to get a quote every time we purchase it. So it is either time spent from the user department or by my staff getting those quotes. So I would like to request that we be permitted to bid those items not requiring advertising and to formally bid and advertise those bids that we are expected to spend in excess of the \$25,000 threshold.

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

RE: NOTICE FROM TEAMSTERS

President Tuley advised Chief Deputy Sheriff Woodall that we just today received Certified Notice from the Teamsters certifying that our contract reference the Civilian Jailers is about to

expire. The Chief Deputy can make a copy while he is here and give same to the Sheriff.

Commissioner Borries noted, "What they do is, the Sheriff or his Designee will negotiate with the Corrections Officers on the basis of certain parameters and, for one, the County Council is already set in so far as wages and fringe benefits. And then, any other associated work conditions are negotiated and then you would bring back to this Board a final recommendation that the Sheriff or his Designee agrees with these negotiations."

RE: HEALTH DEPARTMENT - SAM ELDER

Mr. Sam Elder, Administrator for the County Health Department, was recognized. He said, "This is the contract for the survey that you approved several weeks ago with Dr. DelRio and Dr. Heidingsfelder. It's roughly -- \$8,500 is the cap on it. Attorney Keith Rounder has checked the contract and does not have any problem with it."

Commissioner Borries asked, "And the money comes out of your budget?"

Mr. Elder replied, "Yes, we have the money."

Motion was made by Commissioner Borries to authorize President Tuley to sign the contract, with a second from Commissioner Hunter.  
So ordered.

Mr. Elder said he will provide the Secretary with a fully executed copy of the contract.

Contract with Physician/Well Baby Clinic: Mr. Elder said the other matter he needs to discuss with the Commissioners concerns their Well Baby Clinic. And this is funded entirely out of Federal Funds. If the Commissioners will recall, the application for the Federal Funding was signed by this body and they have employed that person. Normally in the past, the Commissioners don't sign the contract with the employees under the Federal Grant. But they do have a pediatrician who started today -- Dr. Cynthia Graves. By the new Medicaid law, if any of the Commissioners noted the headlines on Saturday -- you have to have a Primary Care Physician in each one of these clinics for twenty hours per week to participate in Medicaid. And they have some programs -- the Child Lead Program, for example -- that is one hundred percent funded through Medicaid fees. They run the blood leads on all of the children in twenty counties from the clinics in their lab and they have 2-1/2 employees that are in that program. And, unless they come off of it, he doesn't know. But one is a start and the State was willing to fund the person.

Mr. Borries asked, "They funded her entire salary?"

Mr. Elder answered, "She's a contract employee. Not employee -- they say you don't want to call them employees. She is a contractual worker and we have other contractual physicians in the Health Department and we pay them by the hour. The rate is \$63.00 per hour and she works twenty (20) hours per week -- and that is entirely funded. Of course, there are no fringes and she has to furnish her own malpractice insurance. But that is funded out of Federal MCH Funds through the State. They gave us the funding for that. If you have any questions on it -- I just wanted to tell you about it because it will probably be in the paper tomorrow. The reporters were there today."

Commissioner Hunter asked Mr. Elder how many clinics he has.

Mr. Elder said, "We have three; we have one at Fulton, one at Sweetser, and one in the Civic Center."

Mr. Hunter asked, "So by virtue of this Federal law, you're still going to come up short, aren't you?"

Mr. Elder replied, "Well, they came up with the same thing last year with what they called CLEA (Clinical Laboratory Improvement Act) and there was no way we could have gotten the money to fund that -- but they watered it down, so we're able to live with it. But it still is terribly expensive. It tore up all of our expense accounts, because there were a lot of things in it that we hadn't anticipated when we prepared the budget. When we have something like that, we feel all of these grants -- we have eleven different grants and we make them pay their share and it waters down the county's share. But I anticipate that they will probably relax it a little bit. The way they did this was the Governor's program; they started eight counties July 1st of this year (Indianapolis, Terre Haute, South Bend, Jeffersonville) -- there were eight of the counties started this year and every person on Medicaid has to have a primary care provider. And Medicaid won't pay for anything he doesn't order. So to be a primary care provider we have to have a physician at least twenty hours in the clinic. And I know you can put that in your little calculator and at \$63.00 per hour it figures out to \$63,000 per year. But, you know, that is not a whole lot more than a nurse practitioner, time you throw the fringes in. We had a vacancy (we've had it for two years) for a nurse practitioner and we don't have any applications -- so the State agreed to let us hire a part time position in place of this nurse practitioner. We'll figure out some way to do it -- I don't know just what it will be. Thank you."

The Commissioners expressed their appreciation to Mr. Elder for his comments.

RE: WILLOW CREEK SUBDIVISION

President Tuley said he doesn't know whether Bill Jeffers (Surveyor's office) or County Engineer John Stoll wants to cover the next topic -- Willow Creek Subdivision.

Mr. Jeffers said he will go ahead and submit copies of the report so the Commissioners will have a few minutes to peruse same prior to the Drainage Board meeting. He said, "This is addressed to Mr. Borries, President of the County Drainage Board and, basically, I am saying that on September 26th of this year the Drainage Board asked our office to go out and come up with a solution to the problem on Mr. Swidron's property, which is Lot #12, and I believe it is addressed 9200 Hannah Court in Willow Creek Subdivision. And since that time, we discovered that basically the Swidrons don't want any storm water to come down hill from the various lots up hill of them to cross their lot -- and at present about 1/4 of Lot #22, which is owned by Mr. Wheeler, and approximately 1/2 of the water from Lot #21, which is owned by Dr. Quddus, also crosses the Swidron lot.

The second point I discovered was that Dr. Quddus is wanting the developer, Mr. Hatfield, to bring in another six loads of dirt and level his lot all the way to the rear lot line so he can use his entire lot as a flat lawn. And the third point is that Mr. Wheeler, who is the resident of Lot #22, which, I believe, is --the reason I am having trouble with these addresses is because the Plats were addressed wrong -- anyway, he lives up on Ryan Court, Lot #22 -- does not want any storm water from Quddus's lot to cross his lot over to that 15 inch pipe. And what we discovered was that on this colored up map -- in fact, all the water from this yellow area drained naturally down through Swidron's lot. It approximately would have gone through his back door if the house had been built there without grading the lot properly and that to take any of this drainage across into this green area and down through that 15 inch pipe would, in fact, be taking water from this natural waterway or watershed area and going across a small ridge and entering a different watershed area and that contrary to what we earlier believed, this 15 inch pipe was designed by Andy Easley to carry the water from the west side of McDowell Road here. There's about three acres or so on the west side of McDowell Road that naturally drains down through this natural draw and originally Sam Biggerstaff had designed a subdivision for this entire area that was huge -- 2-1/2 acre lots -- so that they would not have to go on sanitary sewer. This was some time ago and the developer decided he wanted smaller lots. He was going to get sanitary sewer and go with much smaller lots so he could build more homes. Well, Sam Biggerstaff's plan -- he was going to ditch all along McDowell Road continuously south until he reached Streuh-Hendricks. But when this was divided up into smaller lots with sanitary sewer, this lot here (Lot #11 on Hannah Court) -- in order to build a house on this lot, that ditch

could not be dug because it would have taken up so much of the back yard that a house couldn't be built there -- so Mr. Easley designed this pipe to divert the water still along its natural pathway down through this watershed. And our apprehension is that if we take water from this area here (oh, excuse me, I skipped one point) -- that 15 inch pipe (and this is on an approximately 1-1/2% grade and there is about 1-1/2 ft. of head that can be developed on top of that pipe the way it is set -- someone could build a box around it and develop about 1-1/2 ft head on there) will push about 8-1/2 cu. ft. to 8-1/3 cu. ft. per second through that pipe -- and that is about what you get from 3-1/2 acres in a 25 year storm. So to take any additional water from this area and put it in that pipe would endanger this lot here (the next door neighbor to Mr. Swidron) if, for example, you had a heavy rainstorm and that pipe topped out and the water spilled over into this lot, it would go through his back door, which is just as bad as going through Mr. Swidron's back door. And the other thing is, and you can consult your legal counsel on this, I'm very apprehensive about taking water from one watershed and moving it over into another when this property owner has expressly said he doesn't want that to happen. So, therefore, the only solution that we could come up with basically to please all three lot owners involved and to prevent us from becoming embroiled in a solution that might have legal ramifications on your Board for diverting water over into another watershed -- see Lot #12 is Mr. Swidron's lot on the last page of the report -- is to build a wall from his northwest corner to his northeast corner; that wall would be about three (3) feet tall at its most exposed point and the elevation of the wall would be about six inches above natural ground level at the northwest corner and it would be about six inches or so above its existing ground level at the northeast corner. Then Dr. Quddus in Lot #21 could acquire the fill he wants and fill in behind that wall and grade it so that the water ran from this trouble spot over here that Mr. Swidron's complaining about the water running along his fence and down through his driveway. The ground would be graded so the water would run due east and then, of course, with your County Highway Engineer's permission (after he looks at a set of plans) you would have a curb cut with a poured concrete apron that would empty that water out into the gutter of Willow Creek Drive. I went out there during an extremely torrential downpour last Tuesday night about 10:00 and I did not see any evidence that there was -- well, I saw that there was plenty of room left in the gutter of Willow Creek Drive to hold some more water, and I don't think that much water is going to cause a problem on Willow Creek Drive."

Mr. Borries asked, "Does it have rolled curb and gutter on it though?"

Mr. Jeffers replied, "That is typical rolled curb and gutter as per county specifications. But you'd have to cut that curb and gutter to acquire enough fall to get that water to run that 125 ft. without puddling up."

Commissioner Hunter asked, "Would this wall be a dirt wall or concrete or what?"

Mr. Jeffers responded, "If it were my decision -- if it were my property -- I would pour a concrete wall; a formed concrete wall -- a vertical wall with a footer. And I'm recommending here that if a wall...."

Mr. Hunter offered a comment but it was inaudible....

Mr. Jeffers continued, "Well, you've seen a lot of retaining walls fall over I'm sure over a period of time. This would have to be anchored back into the earth properly. And that is why I am saying the wall material -- the reinforcing pattern -- the footers -- the design or the leak holes to let the hydrostatic pressure behind the walls seep out -- footer drains - what type of concrete they use -- all of that should be designed and supervised by a registered engineer or an architect familiar with constructing such a retaining wall, so that it is done in accordance with minimum standards."

Mr. Hunter asked, "When you were out there looking the other night -- that was a belly washer we had at 10:00 p.m. last Tuesday -- was that water coming down through there clear water? Or, was it carrying a lot of material -- sediment?"

Mr. Jeffers replied, "Some of the gully washing activity occurred before I got there, but I did see a strong downpour at 10:06 p.m. and I saw another one at 10:20 p.m. and, of course, there had been several downpours before that -- one right after another. And the water in this particular part of the development was had substantial less silt in it than up over the ridge where the construction is still occurring. In other words, most of the lots on Ryan Court are developed and have some grass cover -- so the water was not really, real murky. And Mr. Swidron's driveway, when I arrived there, there was about six or seven inches of water in depth flowing across the low point of the driveway and there was water actually perking up out of the ground. There must be a substantial part of his yard that is filled with gravel or rock of some kind and then has dirt laid over the top of it, because water was actually coming up out of the ground and crossing the driveway, as well as surface water coming down hill and crossing the driveway. The water out in the curb and gutter, itself, was relatively clear, indicating that most of the water coming off those yards is being filtered by the existing grass cover."

Mr. Hunter commented, "So there is sufficient vegetation there."

Mr. Jeffers said, "In that part of the subdivision. Up over the hill is a whole different story. It was extremely muddy up there and after the water receded the next day, I went out there and that whole area was just covered with mud and dirt."

Mr. Hunter asked, "So there are no erosion control devices on that part?"

Mr. Jeffers asked, "The new part still under construction?"

Mr. Hunter replied, "Right."

Mr. Jeffers said, "There is some erosion control in place, obviously not sufficient to keep all the silt from ending up out in the street and down in the storm sewers. So basically I wanted to present you with this report now, as Commissioners, and then you have an opportunity to look at it a while before we take it up in Drainage Board. And the only other thing I'd say at this time because you are the Commissioners at this time, and this doesn't pertain directly to the problem on Mr. Swidron's lot -- but there are other residents of Willow Creek who have asked questions about the retention basins, which are totally filled with silt at this time, and I wanted to bring to your attention that the Subdivision Code has been updated by an Ordinance you passed in 1986 and as it currently exists in the Area Plan Commission it says that under 151.37 of the Subdivision Code, the developer **must** form a Homeowner's Association which ultimately will be responsible for the maintenance of, among other things, the retention basin. And that on the reported plat and in the covenants and restrictions **must** be the following language. And then it goes on to say what should appear on the plat. And this does not appear on the plat for Willow Creek and it does not appear verbatim in the covenants and restrictions. If that's determined to be a violation, keep that in mind. On the next page under (f) of the same code, 'Installation and guarantee of the retention basin' -- basically it says the developer must give written notice to the County Engineer that the basins are completed. Then the County Engineer may give his written approval of the retention basin or give a notice listing the inadequacies. Apparently, Mr. Hatfield has not given written notice that the retention basins are completed and he has not received a letter giving written approval for those retention basins from the County Engineer. And then under (3) in the same heading, 'The Developer will guarantee the retention basins for one year from the date of the approval letter'. So, had he received an approval letter, he still would have guaranteed them for one year. Since he has not received an approval letter, I assume that his guarantee is going to be for a period of one year after he receives that letter. And the penalty for violations under (B) 151.99(b), is not less than \$10.00 nor more than \$2,500 for each violation -- and that is each day. So if, in fact, he violated this code by not forming a Homeowner's Association by not notifying on the plat and in the covenants, but not giving written notice to the engineer that he was finished with the basins and, therefore, apparently still guaranteeing them, then he may be subject to a penalty of up to \$2,500 per day per violation."

Commissioner Hunter said, "Let me ask you a question, because I am a little confused. The

developer must form a Homeowner's Association, which will ultimately be responsible for maintenance repair -- these people are not going to have to accept this in the present condition, are they? We are assuming a free and clean operation before they have to take it over. From what you just said, some of the lower areas of the basin are full of sediment."

Mr. Jeffers responded, "Again, I am not a lawyer. However, as a layman, I read this that he **has** for form a Homeowner's Association to take over the maintenance of the basins. But, first, he has to finish those basins, have them approved by the County Engineer, and guarantee them for one year. And at this point, none of that has happened -- so I would assume, as a layman, that he would have to go in there and get those basins up to par, guarantee them for a year, form a Homeowner's Association and get on with it."

Mr. Hunter said, "Yeah. Yeah."

Mr. Jeffers continued, "Now, that's just the way I read it. I don't have too many copies of this, but I will hand those out, also. I've handed them out to the Commissioners and I will hand them out to Mr. Swidron; and if Mr. Wheeler and Dr. Quddus are here, to them, also. I guess they can get copies of this anytime they want; I just didn't have time to run a blue million of them."

President Tuley stated, "Let's go ahead and continue with the Commission's agenda and we'll come back to this later in the Drainage Board meeting."

RE: ASSISTANT COUNTY ATTORNEY - DENNIS BRINKMEYER

In response to query from President Tuley as to whether he had anything to report for County Attorney Alan Kissinger, Attorney Brinkmeyer said all he has is to read the bids into the record, as follows:

Project VC9416/Computer Equipment for County Commissioners & Family Protection Development Section:

- 1) Automated Office Solutions, Inc.       \$ 57,779.00
- 2) Computer Parts & Upgrades, Inc.       \$ 36,014.14

VC94-10-02/Rehabilitation of Bridge #210 on Baumgart Rd.:

- 1) Phoenix Construction Co., Inc.       \$ 51,608.20
- 2) J. H. Rudolph & Company, Inc.       \$ 32,299.00

VC94-10-01/Installation of Flapgate & Headwall Alteration on Tekoppel Avenue:

- 1) Deig Bros.                               \$ 3,495.00
- 2) Ragle, Inc.                              \$ 9,077.50
- 3) CCC of Evansville, Inc.               \$ 6,442.79
- 4) Phoenix Construction Co.             \$ 9,540.21

Motion was made by Commissioner Borries that the bids on Projects VC94-10-02 and VC94-10-01 be forwarded to the County Engineer for review and recommendation. Seconded by Commissioner Hunter. So ordered.

Motion was made by Commissioner Borries that the bids on the computer equipment be referred to Mr. Cappelletti in the Computer Services Department for review and a recommendation. Seconded by Commissioner Hunter. So ordered.

RE: SUPERINTENDENT OF COUNTY BUILDINGS - MARK ABELL

United Way Pledge Drive: Mr. Abell said today marks the beginning of the United Way Pledge Drive, which runs for two weeks (through November 4th). Everybody has been apprized of that and he will keep the Commission updated as the two weeks go by.

Travel Request/Jayne Berry-Bland/County Treasurer: Mr. Abell noted this request was submitted late. She is wanting to travel on November 1st and 2nd to Indianapolis to state her views on an issue regarding on the PPG refund of over \$400,000. That just came in today, so he needed to bring that by tonight for the Commissioners' review.

Travel Request/EMA: Mr. Sherman Greer will be traveling, but they will be using their own funds. However, this did need to come before the Commissioners, also.

Mr. Abell said this is all he has.

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

RE: COUNTY HIGHWAY - BILL MORPHEW

Weekly Work Report: Mr. Morpew submitted copies of the Weekly Work Report for period of October 14, 1994 thru October 20, 1994.....report received and filed.

Paving Program: In response to request from Commissioner Borries concerning the paving program, Mr. Morpew reported they finished up the First Avenue Bridge this morning. They put a surface on the southbound approach. They moved the equipment to New Maple and started putting the base down. They should be completed there tomorrow. They will then move over to Eastgate off Oak Hill Rd.

Mr. Borries said he heard something over the radio this morning concerning Melody Hills. Are we putting concrete out there?

Mr. Morpew replied affirmatively, saying there are two sections they're going to do. One is to finish up a section on O'Hara Drive and will subsequently move to Swinging Way. They will also move over to Ridgecrest and come down from the top of the hill there, down through O'Hara. That will finish up. In response to query from Commissioner Borries as to who is doing that work, Mr. Morpew said we're contracting that out. If the Highway Department has time yet this year, he has three roads that they need to resurface -- if the weather doesn't get bad and we don't run out of money.

Mr. Borries said he hopes we have some good weather -- but it's frosty time tonight.

Salt Storage Building: Mr. Borries asked if we need to take any action at all on this now? He thinks it was indicated money was allocated for the construction of the salt storage building in the 1995 funds. However, in order for Mr. Morpew to get this done, the timing probably doesn't fit too well with 1995, does it?

Mr. Morpew replied, "No, it doesn't. In order to ask for the money, we have to do that in 1995. If we could dedicate the funds - he guesses we really couldn't do that either, could we? He could ask County Council for funds -- he has a letter from American Timber Bridge that states American Timber Bridge will finance the salt barn, payable first quarter of 1995 - so that we could actually get the kit in and get it erected yet this year possibly before the snow flies.

In addressing Mr. Abell, Commissioner Borries said, "Mark, he has a letter from American Timber Bridge saying they are not going to expect or require payment until 1995 when the funds are allocated. But it is going to be tougher to build in January than it will in November. So I

guess what he needs from us is a commitment to American Timber Bridge to proceed on this so they can at least order the material.

Mr. Morphew said he is on the agenda Wednesday for Council, as per last Commission meeting, to see if we could proceed this way. The indication he has is that, yes, we can -- from the members he's talked to. But they have not yet discussed it with their attorney.

Mr. Borries said, "I think we are going to need a legal opinion on that."

Commissioner Tuley noted, "We've already made the commitment out of CCD funds, but Council has yet to take official action. I would move to let them at their meeting let their attorney say, 'Yes, we can do this' and let their attorney write a letter and then we'll sign the contract."

Commissioner Borries said, "I don't want to sign a contract without a commitment from the Council."

Mr. Morphew stated, "That is what I would be asking for this Wednesday, a commitment from the Council to purchase this barn so we can get it erected before the snow flies this year and pay for it during the first quarter of 1995."

Mr. Tuley said, "All I want to see from them is a letter saying, 'Yes, we're going to grant your wish for this money to be spent for this project. Go ahead.'"

Mr. Morphew said we have a calcium storage tank that has been at the County Highway Garage for years, and years, and years. It hasn't been used since he's been there. Approximately three and a half years ago they did rebuild a pump on it, just so it would be serviceable. But right where that tank is would be a good spot for that salt barn. Being the calcium storage tank is not being used, he would like permission to move it. It does have some calcium in it. He's checked with the environment company we do business with and also with IDEM -- and this is not a regulated commodity as far as there are no legal papers that we have to file in order to remove this. It is not hazardous waste.

Motion to grant permission to move the calcium storage tank was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered.

Mr. Hunter asked Mr. Morphew if he has anyplace to put the calcium when he removes it.

Mr. Morphew said that actually, we do. We could put it on a county road. They checked with IDEM and you can use that on gravel roads to suppress the dust. And the best way to do that (which is something we need to be doing soon) is grading those roads in the bottoms again -- because the grain trucks have been playing havoc with the gravel roads down there recently. We need to grade those roads and we can also spread that calcium down there. It would be a good time to do it.

RE: COUNTY ENGINEER - JOHN STOLL

Change Order/O'Hara Drive/Concrete Repair Contract: Mr. Stoll said the only item he has is this change order in the amount of \$33,075.09 and that carried us through about half way between Ridgecrest and Swinging Way. There will be one more change order to pick up the rest of that, but that's the work the Board okayed approximately three weeks ago. He would recommend the change order be approved.

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

RE: CONSENT AGENDA

President Tuley noted the consent agenda is pretty short. He then entertained a motion.

Motion to approve the consent agenda, as printed, was made by Commissioner Hunter with a second from Commissioner Borries. So ordered.

RE: SCHEDULED MEETINGS

Mr. Tuley stated a calendar of scheduled meetings is attached to tonight's meeting agenda. There is a fifth meeting next week, as well as an Executive Session. There's a Personnel & Finance meeting on Wednesday of this week. It also looks like we set the clocks back on Sunday morning, October 30th.

Executive Sessions: In response to query from Secretary Matthews as to whether the Board wishes to go ahead and set Executive Sessions for November, Commissioner Borries said he would move that Executive Sessions be scheduled at 4:00 p.m. on Monday, November 7, November 21 and November 28 for purposes of discussing Pending & Possible Litigation and Certain Employee Matters. Seconded by Commissioner Hunter. So ordered.

President Tuley thanked Ms. Matthews for the reminder to set the meetings.

RE: OLD BUSINESS

Approval of Minutes: President Tuley said he believes the Board has several sets of minutes for approval.

Commissioner Borries said the Board has reviewed completed minutes for February 19, 1991; June 15, 1992; July 20, 1992 and July 29, 1992. At this point he would ask for approval of the minutes, as engrossed by the County Auditor. Motion to approve made by Commissioner Hunter, with a second from Commissioner Borries. So ordered. Commissioner Borries said he would note that the foregoing transcripts represented a total of 64 pp. for a two year period out of 1,479 pp. of transcribed Commission meetings.

Commissioner Borries said the Commissioners have also reviewed the transcripts of the following recent meetings, which can be approved and signed by the current Board. These would be the regular meeting of May 2, 1994 (this is a 43 page transcript). A transcript of the June 20, 1994 rezoning hearings; transcript of August 15, 1994 rezoning hearings; transcript of regular meeting of August 22, 1994; transcript of regular meeting and rezoning hearings on September 19, 1994; and a transcript of last week's meeting of October 17, 1994. Commissioner Borries said he would move that all of the foregoing be approved, as engrossed by the County Auditor. Seconded by Commissioner Hunter. So ordered.

President Tuley entertained further matters of Old Business to come before the Board.

Letter of Intent/E.A.R.C.: Commissioner Borries said this Board had also previously discussed, again, sending a Letter of Intent to E.A.R.C. for improvements to the roof of a building that is owned by Vanderburgh County, in which E.A.R.C. resides. Again, they are facing some winter conditions where rain and cold can certainly impact on this building. There have been some longstanding problems with the roof that we've been aware of. However, they have received some considerably lower estimates on repairing this -- also some lengthy guarantees of five (5) years on this particular process -- and he think the amount they re looking at would not exceed \$160,000.00. What he is asking for this evening would be a letter which we can reflect in these minutes of commitment to pay for the repairs on this roof. There have been a number of things that E.A.R.C. has looked at as some alternatives to this and, again, this looks as though it is going to be the cheapest and most cost effective. If we have available monies in the Cumulative Capital Improvement Fund for 1995, he would move that \$160,000.00 be et aside for E.A.R.C. for the repair of the roof at the Virginia Street facility.

Commissioner Hunter said that since he thinks this project is long overdue, he will be pleased to second that motion.

Commissioner Tuley said Council has submitted a budget or letter of intent to use \$750,000.00 of that money for next year, leaving \$250,000.00 for contingencies. Therefore, subject to their approval, which he thinks they almost automatically do when the Commissioners request it from CCD monies, he would so order that we send the letter -- because there is money available to of the 1995 CCD fund.

There being no further matters of Old Business, Commissioner Tuley entertained matters of New Business to come before the Board, saying he has a bunch of it.

Change in Voting Places/Voter's Registration: Commissioner Tuley said he received a letter today from Voter's Registration, as follows:

"We have found another precinct we overlooked. In **Center Precinct 9**, we moved the polling place from the Waterworks Garage to Thompkins School in 1993 because the garage was open that day. We would like to move **Center Precinct 9** back to the **Waterworks Garage** located at **1931 Allens Lane**. This is in the precinct and has been the polling place for many years.

Also, we have just found out that the church we use for **Center Precinct 4** will not be available for this election. We have found another church that is in the precinct. We ask that you move **Center Precinct** to the **Emanuel Baptist church** located t **7525 N. Green River Rd**.

Jon W. Hill"

President Tuley said he did talk to Suzie Kirk about this this afternoon and it meets with their approval, as well. He would entertain a motion.

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

Acceptance of Checks from Kevin Bryant: Mr. Tuley said he has a blue claim and checks from Kevin Bryant to be quietused into the proper account.

Motion to accept was made by Commissioner Borries. Commissioner Hunter said he will second, with the question if we understand what we are paying him now. There was previously some question.

Mr. Tuley said the question was that some of the money is paid directly to the Courts. He's met with Kevin about this and he is comfortable with what he has submitted.

Mr. Hunter said that he has no problem with it then.

(Note: Checks to be quietused into Acct. 1300-3610 in the amounts of \$1,148.41 (Quietus #17147), \$240.00 and \$1,115.00 were given to the Secretary, along with the blue claim. Subsequently, it was determined that the Checks for \$240.00 and \$1,115.00 do go to the Courts. The checks were voided and are being re-issued by Attorney Bryant to the County Clerk.)

Mr. Tuley said he also has a check from Hillcrest-Washington in the amount of \$160,201.36 (Quietus #17146) for fees collected for the 3rd Quarter for acceptance and deposit.

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

Mr. Borries said that with regard to this, he would ask if the Board could direct the County

Attorney to begin to draw up a Request for Proposals (RFP) regarding the future management of the Hillcrest-Washington Children's Home. It is his understanding that the current agreement expires at the end of this year. In order to make any choice about the future, he would want to move that -- he knows that the Southwest Indiana Mental Health Foundation currently operates this facility (and has done an excellent job, in his opinion) has expressed some interest that they have made some considerable investments and progress at that facility and would be interested in looking at a longer term on a future contract, should they be awarded one. So that might be one thing we'll want to consider in the RFP. But, again, he thinks we need to have that drawn up. He would move that the Board authorize the Attorney to do so. Seconded by Commissioner Hunter. So ordered.

Petition to Vacate Easement in Autumn Hills Subdivision/W. Jack Schroeder: President Tuley noted Mr. Schroeder is representing Petitioners Albert Birks and Joan Birks. Attorney Schroeder is requesting the Commissioners to set a hearing date on the subject vacation so same can be advertised. Legal ad and notices are ready to be mailed as soon date and time are established. It has been suggested we conduct this hearing at 5:30 p.m. on Monday, November 21, 1994.

Motion to approve the aforementioned hearing date and time during the regular Commission meeting was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered.

Travel Request/County Auditor: Commissioner Tuley said he has a request from Sam Humphrey to attend the Indiana Association of County Commissioners annual conference on December 7, 8 and 9 in Indianapolis. Mr. Tuley said he is of the opinion we are low on funds for travel. He realizes there will be auditors there, but it is the annual conference of the County Commissioners. Since we are low on funds and had to limit the number of people to travel to the A.I.C. conference, he is not sure it is appropriate to approve this request. Mr. Tuley reiterated, "That is just my opinion."

Commissioner Borries said, "I would agree."

Commissioner Hunter agreed.

In response to query from Commissioner Tuley as to exactly how to handle this, Mr. Borries said he doesn't think it necessary to make a motion for approval and then deny. Just simply inform him of this decision at this time.

Mr. Tuley said, "If you guys are in agreement, we'll just deny it. Let me put it this way, if he wants to go, that's fine. But he is not going to be reimbursed out of County funds. So if he wants to drive his car up there, I don't care. We're going to be faced with a lot of these and next year there's going to be tough decisions, because we've been limited in travel funds for next year."

Soil Conservation Service/Telephones: Commissioner Hunter noted Mr. Tuley has a letter from the School Corporation. Soil Conservation Service currently has four employees that deal with 600 and 800 phone calls a month and one telephone line, which makes it a little difficult. With the Commission's approval, the School Corporation will permit them to tie into their system and be involved in Centrex on the 867 prefix. He would request we give the SCS that option.

Mr. Tuley asked if that is in the form of a motion.

Mr. Hunter replied, "Yes."

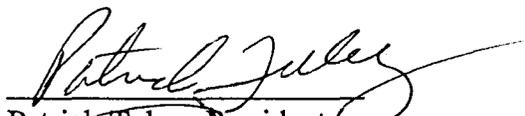
Seconded by Commissioner Borries. So ordered.

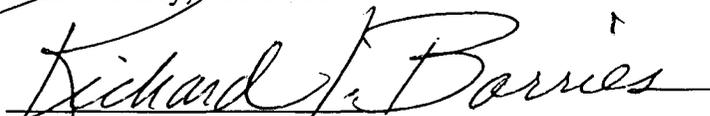
President Tuley entertained further matters of business to come before the Board at this time. There being none, he stated the Drainage Board will convene at 7:00 p.m., following a brief recess, allowing the Commissioners time to execute some paperwork from the Commission Meeting. He then entertained a motion for adjournment. Motion to adjourn was made by Commissioner Borries, with a second from Commissioner Hunter. Meeting adjourned at 6:56 p.m.

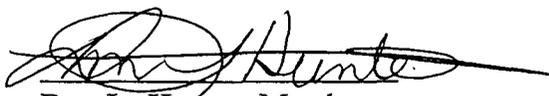
PRESENT:

Patrick Tuley  
Richard J. Borries  
Don L. Hunter  
Cindy Mayo, Chief Deputy Auditor  
Dennis Brinkmeyer, Asst. County Attorney  
Mark Abell/Supt., County Bldgs.  
John Stoll/County Engineer  
Bill Morpew/County Highway  
Lynn Ellis/Purchasing Dept.  
Dr. Ray Hoops/President, USI  
Roger Madden/Fathers United  
Dennis Buickel/County Coroner  
Sam Elder/Administrator, County Health Dept.  
Bill Jeffers/County Surveyor's Office  
Others (Unidentified)  
News Media

SECRETARY: Joanne A. Matthews

  
Patrick Tuley, President

  
Richard J. Borries, Vice President

  
Don L. Hunter, Member



BOARD of  
COMMISSIONERS  
of the County of Vanderburgh

RICHARD J. BORRIES

DON L. HUNTER

PATRICK TULEY

AGENDA

VANDERBURGH COUNTY COMMISSIONERS  
OCTOBER 24, 1994

5:30 P.M.

FINAL

1. CALL TO ORDER
2. INTRODUCTIONS
3. PLEDGE OF ALLEGIANCE
4. ACTION ITEMS
  - A. Open Bids
    - 1) VC94-10-01
    - 2) VC94-10-02
    - 3) VC9416
  - B. Ordinance for Second and Final Reading  
\*\*Establishment of Evansville Vanderburgh County Commission  
on Domestic and Sexual Violence
  - C. Drainage Ordinance  
\*\*Second reading
  - D. Dennis Buickel/County Coroner  
re: emergency request regarding equipment at Coroner's office
  - E. Lynn Ellis/Purchasing
    - 1) body armor for Sheriff's department
    - 2) permission to advertise for annual bids
  - F. Sam Elder/Health Department  
re: discussion
  - G. Willow Creek Subdivision  
re: discussion

5. DEPARTMENT HEADS

Alan Kissinger ----- County Attorney  
Mark Abell ----- Superintendent of County Buildings  
Bill Morpew ----- County Garage  
John Stoll ----- County Engineer

6. CONSENT ITEMS

- A. Travel/Education  
\* EMA (2) \* to be paid from their funds
- B. Employment Changes  
\*lists are in folders
- C. Treasurer's Report for September 1994  
re: for acceptance
- D. Pigeon Creek Appointments:
  - 1) Student appointment: Christopher Hansen
  - 2) Technical Committee: Jay Fredericks

7. SCHEDULED MEETINGS - LIST ATTACHED

8. OLD BUSINESS

9. NEW BUSINESS

10. MEETING ADJOURNED

DRAINAGE BOARD IMMEDIATELY FOLLOWING

COUNTY ENGINEERING DEPARTMENT

CONSENT AGENDA

OCTOBER 24, 1994

CLAIMS:

OHIO ST BRIDGE #3C 203-4353	
Bernardin Lochmueller (91-068-1(28))	\$ 3,772.37
Bernardin Lochmueller (94-026-5(5))	\$ 445.09
LYNCH ROAD EXT. 216-4827	
Ind. Dept. of Trans. (XW9500150)	\$ 80,662.56
GREEN RIVER ROAD NORTH 216-4910	
Ind. Dept. of Trans. (XW9500200)	\$ 15,000.00
USI & SR 62 430 BOND	
Blankenberger Brothers (Est. #28)	\$109,311.04

# October 1994

SUNDAY

MONDAY

TUESDAY

WEDNESDAY

THURSDAY

FRIDAY

SATURDAY

275 / 90	276 / 89	277 / 88	278 / 87	279 / 86	280 / 85	281 / 84	
2	3 3:30pm Depl. Head 4:00pm Exec. Session 5:30pm Commissioners	4	5 3:30pm County Council	6	7 Pay Day	8	
9	10 Thanksgiving Day (Canada) Columbus Day 4:50pm Solid Waste 5:30pm Commissioners	11	12	13	14	15	
16	17 4:00pm Exec. Session 5:30pm Commissioners 7:00pm Rezonings	18 9:00am Insurance Comm.	19	20 9:00am Steering Comm. 12:00pm PC - Technical 5:00pm Pigeon Creek	21 Pay Day	22	
23	24 4:00pm Exec. Session 5:30pm Commissioners 6:30pm Drainage Brd.	25	26 3:30pm Personnel & Finance	27	28	29	
30 Daylight Savings—set back 1 hour	31 Halloween 4:00pm Exec. Session 5:30pm Commissioners						302 / 63

September

S	M	T	W	T	F	S
	4	5	6	7	8	9
	11	12	13	14	15	16
	18	19	20	21	22	23
	25	26	27	28	29	30

November

S	M	T	W	T	F	S
	6	7	8	9	10	11
	13	14	15	16	17	18
	20	21	22	23	24	25
	27	28				

⊕ ⊗

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department Prosecutor's Office - Room 108 *sh*

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
108013201080	Lora R. Sturdivant	3124 Hartmetz Ave	Felony Filing Paralegal	18,334.00	10-17-94

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY *Douglas R. Brown*  
Douglas R. Brown

DATE 17 Oct. 1994

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department VANDERBURGH COUNTY HWY. DEPT. 2010 02010 *sd*

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
20101041	ERIC A. ACKER	2921 REE ST. 47713	LABORER	11 35	10-18-94 ✓
	MEDICAL LEAVE OF ABSENCE, WITH INSURANCE FOR				
	SIXTY DAYS APPROXIMATELY. <u>EXPECTED RETURN 12/15/94?</u>				

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY *William J. Thompson*

DATE 10-18-94

VANDERBURGH COUNTY ENGINEERING DEPARTMENT

201 N.W. Fourth Street, Suite 307  
Evansville, Indiana 47708

ACCNT NO: 216-3930 PROJ.: Concrete repairs CONTRACT NO: VC 94-06-01

The following change(s) is(are) recommended. (Give loc., descr. and reason)

Additional work on O'Hara Drive  
Excavation & #2 stone was needed to replace 4'-5' unsuitable subgrade, cause in part,  
by water main rupture - running in excess of 5 hours and causing erosion & unsuitable subgrade  
subgrade

CONTRACT ITEM	UNIT PRICE	INCREASE		DECREASE		% OF CHANGE
		QUANT.	AMT.	QUANT.	AMT.	
Concrete (cys)	129.00	164	21,156.00			27%
Compacted Aggr. (tons)	14.50	688.67	9,985.72			197%
Excavation (ton)	11.00	50.05	550.55			100
#2 Stone (ton)	19.50	35.17	685.82			100
Expansion Material (L.F.)	2.00	80	160.00			100
PVC Pipe (each)	20.00	11	220.00			100
Top soil (1 load)	60.00	1	60.00			100
Patching	257.00	1	257.00			100
CHANGE DOES / DOES-NOT RESULT IN A CUM. CHANGE OF 20% TO ANY ITEM CONSTITUTING 5% OF THE ORIGINAL CONT.	TOTALS		33,075.09			
	NET	INCREASED DECREASED	ESTIMATED COST \$33,075.09			

Signed: James R. Gordon Title: Engineering Tech. Date: 10-12-94

NOTIFICATION AND CONSENT TO THIS CHANGE IN PLANS IS HEREBY ACKNOWLEDGED.

Contractor: J.H. Rudolph & Co. By: Cecil W. Davis Date: 10-24-94

Investigated and the following recommendations made: \_\_\_\_\_

Additional Repairs Completed

BOARD OF COUNTY COMMISSIONERS OF VANDERBURGH COUNTY, INDIANA

Richard J. Jones  
President  
Richard J. Jones  
Vice-President  
Richard J. Jones  
Member

ATTEST:

\_\_\_\_\_  
\_\_\_\_\_

VANDEBURGH COUNTY HIGHWAY DEPARTMENT

PROGRESS REPORT

FRIDAY, OCTOBER 14, 1994 THRU THURSDAY, OCTOBER 20, 1994

FRIDAY, OCTOBER 14, 1994

Grader and two crews worked on River Road, Sheriffs Training Center, and school bus turnarounds.  
Three tree crews worked on list from school corporation.  
One crew worked for city.  
Three trucks hauled rock to River Road.  
Three trucks hauled rock to Old Green River Road.  
One crew cleaned cars and trucks.

MONDAY, OCTOBER 17, 1994

Paver, broom, and four trucks pulled shoulders on Booker and New Maple Road.  
Pothole patcher and one truck worked on Happe and Buente.  
One crew picked up paving equipment from Co. Line Road.  
One crew worked on fence at the garage.  
Three trucks hauled rock to Grace Lane.  
One crew cleaned the distributor.

TUESDAY, OCTOBER 18, 1994

Paver, roller, distributor and six trucks paved Booker Road.  
Gradall and one crew ditched on Mill Road.  
Pothole patcher and one crew worked on work orders.  
One crew worked at the garage.

WEDNESDAY, OCTOBER 19, 1994

Because of rain all crew worked cleaning the yard and building at the garage.

THURSDAY, OCTOBER 20, 1994

Paver, roller, distributor and seven trucks paved Booker Road.  
Gradall and one crew worked on First Ave. Bridge Southbound.  
Pothole patcher and one crew worked on work orders.  
One crew worked at the garage.

VANDEBURGH COUNTY BRIDGE CREW

PROGRESS REPORT

FRIDAY, OCTOBER 14, 1994 THRU THURSDAY, OCTOBER 20, 1994

FRIDAY, OCTOBER 14, 1994

Crew #1 - put 53's and rip rap around wing walls on Baseline West of Bender Road.

Crew #2 - move bumpers from in front of Bridge Barn and finish drop box on Mill.

MONDAY, OCTOBER 17, 1994

Crew #1 & Backhoe - put up guardrail on Felstead.

Crew #2 - saw cut Barberry and finish drop box on Mill.

TUESDAY, OCTOBER 18, 1994

Crew #1 & Backhoe - finish guardrail on Graff.

Crew #2 - clean culvert at 6361 Marx and 317 N. Elm, clean storm drains on Old Cynthiana, from New Harmony to dead end, and fill hole on bridge on Orchard Road.

WEDNESDAY, OCTOBER 19, 1994

Crew #1 & Backhoe - finish putting up guard rail on Graff.

Crew #2 - saw cut concrete around gas pumps.

THURSDAY, OCTOBER 20, 1994

Crew #1 - finish guardrail on Graff.

Crew #2 - 1st Ave. Bridge, dig out and repair.

BID RECAP SHEET

PROJECT: VC94-10-01 - INSTALLATION OF FLAPGATE AND HEADWALL ALTERATION ON TEKOPPEL AVE.

BID OPENING DATE: AUGUST 24, 1994

\* \* \* \* \*

<u>Bidder Name</u>	<u>Amount</u>
<i>Nieg</i>	<i>3495</i>
<i>Reigel</i>	<i>9,077.50</i>
<i>QCC</i>	<i>6,442.79</i>
<i>Blum</i>	<i>9,540.21</i>

COMMENTS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ACTION TAKEN:  
\_\_\_\_\_  
\_\_\_\_\_

BID RECAP SHEET

PROJECT:            VC94-10-02 - REHABILITATION OF BRIDGE #210  
                          ON BAUMGART ROAD

BID OPENING DATE:    AUGUST 24, 1994

\* \* \* \* \*

<u>Bidder Name</u>	<u>Amount</u>
<u><i>Blom</i></u>	<u>605<sup>20</sup></u>
<u><i>J.H. Ludwig</i></u>	<u>32,299</u>
<u> </u>	<u> </u>

COMMENTS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ACTION TAKEN:  
\_\_\_\_\_  
\_\_\_\_\_

BID RECAP SHEET

PROJECT:            VC9416/COMPUTER EQUIPMENT FOR THE COUNTY  
                          COMMISSIONERS AND FAMILY PROTECTION  
                          /DEVELOPMENT SECTION

BID OPENING DATE:    AUGUST 24, 1994

\* \* \* \* \*

<u>Bidder Name</u>	<u>Amount</u>
<i>Autonoid</i>	<i>57,779</i>
<i>Computers parts etc.</i>	<i>36,014<sup>14</sup></i>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

COMMENTS:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ACTION TAKEN:  
\_\_\_\_\_

**NOTICE TO BIDDERS**

Sealed Proposals, Bids for Contract number VCS-10-02 Installation of Fibre Optic Cable and Hardware Alteration on Tekepele Avenue in Vanderburgh County, Indiana will be received at the office of the County Commissioners, Courthouse, Room 307, on October 24th, 1994 until 5:30 p.m. on October 24th, 1994. The time, as prescribed by the Acts of the Indiana Legislature in Chapter 172, Year 1987, 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 work on which is being bid.
- Bids shall be submitted on the firmized Proposal Form including in the instructions, 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 treasurer's check or bank money order in the amount of five percent (5%) of the total Bid submitted.
- No bid shall be withdrawn after the opening of bids without the expressed consent of the Vanderburgh County Commission for a period of thirty (30) days after the scheduled time of opening Bids.

The Contractor receiving award will be required to furnish a performance bond, Indiana Form 88A, 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 contract.

- 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 installations shall be in full accordance with the contract drawings, specifications, and special provisions. Applicable sections of the 1988 Edition of the Indiana Department of Transportation Standard Specifications and any current Supplemental Specifications to the 1988 Standard Specifications. The Vanderburgh County Commissioners reserves the right to reject any and/or all Bids, and to waive any informalities in the bidding.

DATED THIS 3RD DAY OF OCTOBER, 1994  
VANDERBURGH COUNTY BOARD OF COUNTY COMMISSIONERS  
COUNTY OF VANDERBURGH, INDIANA  
ATTEST:  
Vanderburgh County Auditor  
Vanderburgh County Engineer  
(Courier & Press October 4 & 5, 1994)

**Notice to Bidders**

Sealed Proposals, or bids, for Contract number VCS-10-02 Rehabilitation of Bridge #210 on Baumgart Road in Vanderburgh County, Indiana will be received at the office of the County Commissioners, Courthouse, Room 306, until 5:30 p.m. on October 24th, 1994 local time, as prescribed by the Acts of the Indiana Legislature in Chapter 172, Year 1987, 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 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 work on which is being bid.
- Bids shall be submitted on the firmized Proposal Form including in the instructions, 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.
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- Construction and installations shall be in full accordance with the contract drawings, specifications, and special provisions. Applicable sections of the 1988 Edition of the Indiana Department of Transportation Standard Specifications and any current Supplemental Specifications to the 1988 Standard Specifications. The Vanderburgh County Commissioners reserves the right to reject any and/or all Bids, and to waive any informalities in the bidding.

DATED THIS 3RD DAY OF OCTOBER, 1994  
VANDERBURGH COUNTY BOARD OF COUNTY COMMISSIONERS  
COUNTY OF VANDERBURGH, INDIANA  
ATTEST:  
Vanderburgh County Auditor  
Vanderburgh County Engineer  
(Courier & Press October 4 & 5, 1994)

**INVITATION TO BID**

BID NO. VC8418  
NOTICE IS HEREBY GIVEN THAT THE DEPARTMENT OF PUBLIC WORKS IS ACCEPTING THE COUNTY COMMISSIONERS AND FAMILY PROTECTION/DEVELOPMENT SECTION OF THE VANDERBURGH COUNTY OFFICE OF FAMILY AND CHILDREN, 307 CIVIC CENTER COMPLEX, EVANSVILLE, INDIANA 47708 SEALED BIDS FOR THE FURNISHING AND DELIVERY OF THE BELOW LISTED EQUIPMENT AND SERVICES, AT THAT TIME THE BIDS WILL BE READ ALOUD DURING A REGULAR MEETING OF THE VANDERBURGH COUNTY COMMISSIONERS IN ROOM 307 CIVIC CENTER COMPLEX, EVANSVILLE, INDIANA.

- FOR THE FAMILY PROTECTION AND DEVELOPMENT SECTION OF THE VANDERBURGH COUNTY OFFICE OF FAMILY AND CHILDREN
- IBM/MS-DOS/Novell Personal Computer File Server Upgrade/Workstations, Laser Jet Printers, Print Servers
- Uninterruptible Power Supply
- 10 Base-T Network Interface Cards
- Concentrator Hubs, Wiring and Connectors
- Software, Installation, Training
- Warranty Services

1. The specifications may be obtained from the Public Works Department, Room 323, Civic Center Complex, NW ML King Jr Boulevard, Evansville, Indiana 47708.

- 2. The bid must be in compliance with the specifications, executed by the bidder on forms provided and accompanied by Bid #95 in accordance with the Indiana State Board of Accounts.
- 3. Consideration of applicable taxes shall be observed as covered in the specifications and Bid Forms. In no instance, however, will Federal taxes and Indiana Sales Tax be applicable.
- 4. The Vanderburgh County Commissioners reserve the right to reject any and all bids or any part of any bid if considered in the best interest of Vanderburgh County.

Dated: October 3, 1994  
VANDERBURGH COUNTY BOARD OF COUNTY COMMISSIONERS  
Vanderburgh County  
Richard Borries, Vice-President  
Don L. Hunter, Member  
Sam Humphrey, Auditor  
(Courier & Press Oct. 6 & 13, 1994)

ESTABLISHING PERMANENT SEATS ON THE COMMISSION AND SIX (6) NON-PERMANENT SEATS.

THE EVANSVILLE-VANDERBURGH COUNTY COMMISSION ON DOMESTIC AND SEXUAL VIOLENCE

Monday - October 24, 1994 NOTICE IS HEREBY GIVEN

that the Board of Commissioners of Vanderburgh County, Indiana has set a Public Hearing date, as follows, with regard to the subject Ordinance:

SECOND A FINAL READING at 5:30 P.M. on Monday - October 24, 1994.

The ordinance reads, as follows: WHEREAS, the County Commissioners of Vanderburgh County recognize the right of every citizen to live in a safe and healthy environment free from physical and sexual violence and emotional abuse;

and WHEREAS, domestic and sexual violence that occurs in this community constitutes a major threat to the safety, health and welfare of the citizens of Evansville and Vanderburgh County, and imposes a financial burden upon the criminal justice system; social service delivery system and medical resources; and

WHEREAS, Vanderburgh County desires to establish to significantly decrease the incidence of domestic and sexual violence and promote the permanent relief and safety of the victims of domestic and sexual violence; and

WHEREAS, the Vanderburgh County Commission recommends the formal establishment of an Evansville-Vanderburgh County Commission on Domestic and Sexual Violence to meet the purpose of the policy hereinafter stated. NOW, THEREFORE, be it ordained by the County Commissioners of Vanderburgh County, Indiana, as follows:

Section 1 - Purpose The purpose of the Evansville-Vanderburgh County Commission on Domestic and Sexual Violence, is to substantially decrease the occurrence of domestic and sexual violence in our community by:

- 1. Promoting and strengthening community and government efforts to provide a collaborative approach in building our capacity to meet the needs of victims of existing or threatened domestic and sexual violence and encourage those targeted to access and make use of all available help; and, (b) to provide perpetrators the motivation, skills and opportunity necessary to abandon domestic and sexually violent behavior.

- 2. Encouraging the development of educational efforts within the general public, agencies, and organizations dealing with domestic and sexual violence, by recognizing that education is effective in intervention and the prevention of domestic and sexual violence.

- 3. Developing new programs and approaches to reduce domestic and sexual violence as community and societal needs change.

Section 2 - Commission Established There is hereby created a commission of government known as the Evansville-Vanderburgh County Commission on Domestic and Sexual Violence.

Section 3 - Membership: Term and Officers. The Evansville Vanderburgh County Commission on Domestic and Sexual Violence shall consist of not less than seven and not more than seventeen mem-

bers. The eleven permanent seats shall be occupied by the following offices or organizations. The Mayor of the City of Evansville (or a designee), the President of the County Commissioners (or a designee), the Chief of Police (or a designee), the Sheriff (or a designee), Chief Judge - Vanderburgh Superior Court (or a designee), Judge - Vanderburgh Circuit Court (or a designee), YWCA Shelter for Domestic Violence Director, Albion Fellows Bacon Center Executive Director, the Chairperson of the Sexual Assault Task Force, and the Director of the Domestic Abuse Intervention Program. There shall be no more than one representative from any agency named in this section.

B. The remaining six non-permanent seats shall be chosen from the religious community, the legal profession, the medical community, the educational system and the community at large. These persons should have professional or volunteer experience in the fields of domestic and/or sexual violence. Of the initial citizen members appointed to the Commission by the Mayor and County Commissioners, two shall be appointed to the Commission by the Mayor and County Commissioners, two shall be appointed for a term of one (1) year and four shall be appointed for a term of two (2) years. Thereafter, all citizen members of the Commission shall be appointed for a term of two (2) years and in compliance with the bylaws prepared by the Commission. All initial appointments shall be made within 30 days after the date of the passage of the Ordinance.

C. The Mayor and County Commissioner, or their designee(s), shall serve as co-chair(s) of the Commission until the by-laws are in place and officers elected.

Section 4 - Powers and Duties of Commission The Commission shall have the following powers and duties.

- A) To create By-laws to carry out the purpose, as stated above, of this ordinance.
- B) To prepare a written annual report to the Mayor and County Commissioners on the status of domestic and sexual violence in the community, the first annual report to be due December, 1995.
- C. To add any powers and duties to carry out the purpose of this ordinance as agreed upon by the Commission, the Mayor and the County Commissioners.

Section 5 - Dissolution The Commission shall serve as a task force and so serve for a time period as determined by the Mayor and the County Commissioners.

Section 6 - Effective Date This ordinance shall be in full force and effect from and after the passage and signature of the Vanderburgh County Commissioners.

PASSED BY THE BOARD OF COUNTY COMMISSIONERS, OF VANDERBURGH COUNTY, INDIANA THIS DAY OF 1994.

Patrick Tuley, President  
Richard J. Borries, Vice President  
Don L. Hunter, Member

ATTEST:  
Sam Humphrey  
County Auditor

APPROVED:  
Alan M. Kissinger  
County Attorney  
(Courier & Press Oct. 17, 1994)

NOTICE OF PUBLIC HEARINGS

VANDERBURGH COUNTY DRAINAGE ORDINANCE

NOTICE IS HEREBY GIVEN that the Board of Commissioners has set dates, as follows, for Public Hearings concerning the Vanderburgh County Drainage Ordinance:

5:30 p.m. Monday - SECOND READING - October 24, 1994

5:30 p.m. Monday - FINAL READING - October 31, 1994

Copies of the ordinance are available for public viewing in the office of the County Surveyor (Room 325) and in the office of the County Auditor (Room 208), Administration Building, Civic Center, Evansville, Indiana.

BOARD OF COMMISSIONERS OF VANDERBURGH COUNTY, INDIANA

Patrick Tuley, President  
Richard J. Borries, Vice President  
Don L. Hunter, Member

ATTEST:  
Sam Humphrey  
County Auditor  
APPROVED:  
Alan M. Kissinger  
County Attorney  
(Courier & Press Oct. 17, 1994)



## AGENDA REQUEST

NAME OF REQUESTOR: Lynn W. Ellis

REQUESTOR TITLE: Buyer

DEPARTMENT: Purchasing

### REQUEST(S) BEING MADE:

Rescind the bid award made to Park Technology Inc. on September 12,  
1994. The request to rescind the award is made as a result of informa-  
tion received after the bid award indicating that the low bidder, Park  
Technology is not in compliance with Indiana Statutes, Section 36-1-9-3(j),  
which reads "In determining whether a bidder is a responsible bidder, a  
purchasing agent may consider the following factors: (1) The ability  
and capacity of the bidder to provide the materials. (2) The integrity,  
character, and reputation of the bidder. (3) The competency and experience  
of the bidder. (k) The purchasing agency may reject all bids and ask for  
new bids. . ."

The Purchasing Department and Sheriff's Department request that the bid  
award be rescinded and that a new bid be let provided another bid is not  
found to be acceptable for bid award recommendation.

Park Technology has been found to not comply with Section 36-1-9-(j)(2)  
specifically.

DATE TO BE PLACED ON AGENDA: October 24, 1994

ACTION XX

CONSENT \_\_\_\_\_

OTHER \_\_\_\_\_



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

RICHARD J. B

DON L. HUNTI

PATRICK R. T

## AGENDA REQUEST

**NAME OF REQUESTOR:** Lynn W. Ellis

**REQUESTOR TITLE:** Buyer

**DEPARTMENT:** Purchasing

### REQUEST(S) BEING MADE:

Authorize the Purchasing Department to advertise (as indicated on the  
attached lists) and solicit bids for the items listed on the attached  
pages.

The lists attached represent items that the County and City departments  
purchase on a regular basis. As a result of the repetitive naturee of  
these purchases, annual price agreements/annual contracts are being  
prepared. Some of the items, although repetitive in nature, will not  
exceed the \$25,000 limit established in Indiana Statutes requiring the  
advertisement for bids.

**DATE TO BE PLACED ON AGENDA:** October 24, 1994

**ACTION** XXXX **CONSENT** \_\_\_\_\_ **OTHER** \_\_\_\_\_

ANNUAL BIDS  
REQUIRING ADVERTISING

Batteries  
Cleaning Supplies  
Crushed Stone  
Gasoline and Fuel Oils  
Oil Products  
Tires and Tubes  
Liquid Asphalt  
Office Supplies  
Toners  
Paper  
Surfacing Materials

ANNUAL BIDS  
NOT REQUIRING ADVERTISING

Bulbs

Film

Sand and Gravel

Turf Fertilizer and Chemicals

Pool Chemicals

Traffic Paint

Traffic Signs

Guard Rails, End Sectins, Various Pipe

Timber Materials

Checks

Sports Equipment

Car Washing - quotes/proposals have been obtained. This does not require  
bidding or advertising.



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

RICHARD J. E  
DON L. HUNT  
PATRICK R. T

## AGENDA REQUEST

**NAME OF REQUESTOR:** Lynn W. Ellis

**REQUESTOR TITLE:** Buyer

**DEPARTMENT:** Purchasing

### REQUEST(S) BEING MADE:

Authorize the County Attorney, Alan Kissinger, to open bids for the LAN  
computer expansion for the Family Protection and Development Section of  
the Vanderburgh County Office of Family and Children, bid number VC9416.

Bids will be taken under advisement with a recommendation for award to  
follow at a later date.

**DATE TO BE PLACED ON AGENDA:** October 24, 1994

**ACTION** xxx

**CONSENT** \_\_\_\_\_

**OTHER** \_\_\_\_\_

# The Truth About Domestic Violence: A Falsely Framed Issue

**A**S McNEELY AND JONES noted in 1974, the prevalence of physical abuse of women by their male intimates has resulted in the classification of woman-battering as a severe social problem. Feminists have made efforts to heighten public awareness of violence against women and have successfully escalated media coverage of the subject and introduced numerous federal and state bills to provide women with increased legal protection from abusive men. Pizzey's seminal book raised urgent questions, such as "Who are these men?" and "Why do these men do it?"<sup>1</sup>

Asking these questions frames an important social problem in a context that may inaccurately depict the phenomenon. The questions are based on the assumption that men, exclusively or nearly exclusively, perpetrate domestic assaults. Thus, the public, legislators, change agents, and other activists are acting on underlying assumptions that may be false or, at best, not fully reflective of domestic violence. Policies, then, are being built on an erroneous vision of physical abuse. Accounts of domestic violence reinforce the dominant view by excluding virtually any reference to the pervasiveness of violence in American families and, almost invariably, by ignoring male victimization. Steinmetz notes that "Husband abuse is not uncommon, although many tend to ignore it, dismiss it or treat it with selective inattention."<sup>2</sup>

This article surveys domestic violence investigations, compares those revealing high abuse for both sexes with contradicting investigations that yield findings more consistent with the popular view of domestic violence, and considers briefly some of the implications of the inaccurate view of the problem. The authors examine whether psychotherapeutic treatment of male assailants is a sound response to the social problem of domestic violence and whether recent legal actions designed to protect the rights of women contribute to men's social and legal defenselessness.

R. L. McNeely  
Gloria Robinson-Simpson

*Domestic violence has received increasing attention during the past decade; attention that has framed the violence as essentially a masculine form of assaultive behavior. This article presents the results of empirical studies that contradict the popular conception. The authors suggest that the popular view has contributed to men's increasing legal and social defenselessness. The appropriateness of psychotherapeutic approaches to the problem is discussed briefly.*

## INVESTIGATIONS OF SPOUSE ABUSE

In 1977, Steinmetz studied conflict tactics used in 57 families selected by a public opinion polling firm. The study group included families from a broad range of socioeconomic status categories and age groups. She found that 93 percent of the families used verbal aggression, and 60 percent had used physical aggression at least once to resolve marital conflicts. Thirty-nine percent of husbands and 37 percent of wives had thrown things, 20 percent of both husbands and wives had struck their spouses with their hands, and 10 percent of both husbands and wives had hit their spouses with a hard object. Steinmetz observed that there were few differences between husbands and wives in the type and frequency

of physical aggression and that many families experienced reciprocal aggression. Steinmetz also noted that women were as likely as men to select and initiate physical violence to resolve marital conflicts and that men and women had similar intentions when using physical violence, although men were somewhat more likely to cause greater injury, perhaps because of their superior physical strength. Pointing out that an equal number of wives and husbands kill their spouses—a pattern that has been stable over time—Steinmetz observed that when weapons neutralize differences in physical strength, about as many men as women are victims of homicide. In supporting her assertion that women are equally likely to engage in violence, Steinmetz noted that women are more likely than men to physically abuse children, and that throughout history women have been the primary perpetrators of infanticide.<sup>3</sup> In fact, Steinmetz found that mothers abused children 62 percent more often than fathers, and that male children were more than twice as likely to suffer physical injury.<sup>4</sup> Men were underrepresented in the Steinmetz study because a greater percentage of husbands than wives chose not to participate in the oral interview (as opposed to the structured questionnaire) portion of the study. Apparently, men were less likely to discuss their victimization if required to do so in face-to-face interaction.

Nisonoff and Bliman conducted a telephone survey in which subjects were asked to report on incidents of violence with current and former spouses and former intimates.<sup>5</sup> Because divorced and separated individuals would be surveyed, the researchers presumed that the investigation would reveal high marital violence rates.

Whereas 15.5 percent of the men and 11.3 percent of the women reported having hit a spouse, 18.6 percent of the men and only 12.7 percent of the women reported having been struck by a spouse. Thus, although a higher percentage of men than women

# # FEDERAL MANDATE

## The BIG PICTURE-FRAUD, WASTE & ABUSE

### HHS Child Support (in Billions)

	<u>Spent</u>	<u>Owed</u>	<u>Collected</u>	<u># Cases</u>	<u>PAID</u>	<u>IF ENFORCED JOINT CUSTODY VISITATION</u>	<u>POVERTY</u>
1989	\$1.171	\$	\$	0.396 mil	90.2%		1.2 mil MOMS
				3.876	79.1		
				0.681	44.5	WITHOUT any JC or Vis Rights	
				4.953 MILLION			

1992 \$1.994 \$7.964

### BIRTHS

1991 4.11 Mill-TOTAL  
1.21 -UNMARRIED WOMEN

1990 10.00 -MOTHERS (15+) W/O FATHERS  
3.00 -UNMARRIED

CHILDREN  
21.8% Poverty  
40.2% Poor  
33.6 mil/13.5

PERSONS / %  
35.7 mil/14.2



BOARD of  
COMMISSIONERS  
of the County of Vanderburgh

RICHARD J. BORRIES

DON L. HUNTER

PATRICK TULEY

# AGENDA REQUEST

NAME OF REQUESTOR: Sam Elder *[Signature]*

REQUESTOR TITLE: Executive Director

DEPARTMENT: Health

## REQUEST(S) BEING MADE:

That the commissioners sign the "Standard form of Agreement Between Owner and Architect" between Vanderburgh County Board of Health and Edmund L. Hafer and Associates, Architects

Copy of Agreement and pertinent correspondence attached.

This agreement is for development of an Architectural Program of the work place requirements of the Vanderburgh County Board of Health.

DATE TO BE PLACED ON AGENDA: 10/24/94

ACTION        CONSENT        OTHER

---

## Edmund L. Hafer Architect

Suite 604  
1 Riverfront Place  
20 Northwest First Street  
Evansville, Indiana 47708

Telephone:  
(812) 422-4187

---

October 14, 1994

Mr. Samuel Elder, Executive Director  
Vanderburgh County Board of Health  
1 Northwest Martin Luther King, Jr. Blvd.  
Room 127  
Evansville, Indiana 47708

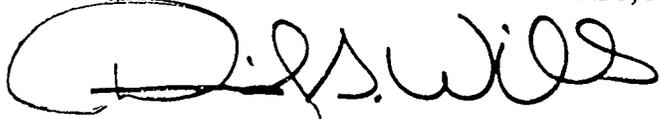
Dear Mr. Elder:

Enclosed for your review is an original and one copy of AIA Document B727, Standard Form of Agreement Between Owner and Architect for Special Services. This contract is based on our proposal letter of September 14, 1994 to Dr. John Heidingsfelder, copied to you and Dr. Maria Del Rio. Please review the document for appropriateness. It is my understanding that it will be signed by Mr. Patrick Tuley, President of the County Commissioners.

Please feel free to call me at 422-4187 if you have any questions regarding this document, or any other aspect of the proposed program development. We are looking forward to our collaboration with you, your board and your staff to prepare the Architectural Program for your group.

Sincerely,

EDMUND L. HAFER & ASSOCIATES, ARCHITECTS



David G. Wills, AIA  
Principal

DGW/csf  
834

Edmund L. Hafer, Jr. A.I.A.  
Steven R. Pugh A.I.A.  
David G. Wills A.I.A.  
Robert L. Gerst A.I.A.

Thomas W. Blythe A.I.A.  
Jeffrey A. Justice A.I.A.  
John I. Winiger A.I.A.  
Bryan L. Carr A.I.A.

Robin M. Bartelman A.S.I.D.  
Donald H. Austin, Jr. P.E.  
Charles T. Shaeffer P.E.

---



*AIA Document B727*

# Standard Form of Agreement Between Owner and Architect

*for Special Services*

**1988 EDITION**

*THIS DOCUMENT HAS IMPORTANT LEGAL CONSEQUENCES; CONSULTATION WITH AN ATTORNEY IS ENCOURAGED WITH RESPECT TO ITS COMPLETION OR MODIFICATION.*

## AGREEMENT

made as of the            Fourteenth            day of            October            in the year of  
Nineteen Hundred and    Ninety Four.

**BETWEEN** the Owner:            VANDERBURGH COUNTY BOARD OF HEALTH  
*(Name and address)*            1 Northwest Martin Luther King, Jr. Blvd.  
Room 127.  
Evansville, Indiana 47708

and the Architect:            EDMUND L. HAFER AND ASSOCIATES, ARCHITECTS  
*(Name and address)*            Suite 604, 1 Riverfront Place  
20 Northwest First Street  
Evansville, Indiana 47708

For the following Project:  
*(Include detailed description of Project, location, address and scope.)*

Development of an Architectural Program of the work place requirements  
of the Vanderburgh County Board of Health.

The Owner and the Architect agree as set forth below.

Copyright 1972, 1979, ©1988 by The American Institute of Architects, 1735 New York Avenue, N.W., Washington, D.C. 20006.  
Reproduction of the material herein or substantial quotation of its provisions without written permission of the AIA violates  
the copyright laws of the United States and will be subject to legal prosecution.

AIA DOCUMENT B727 • OWNER-ARCHITECT AGREEMENT • 1988 EDITION • AIA® • ©1988 • THE  
AMERICAN INSTITUTE OF ARCHITECTS, 1735 NEW YORK AVENUE, N.W., WASHINGTON, D.C. 20006

B727-1988 1

WARNING: Unlicensed photocopying violates U.S. copyright laws and is subject to legal prosecution.

**ARTICLE 1**  
**ARCHITECT'S SERVICES**

*(Here list those services to be provided by the Architect under the Terms and Conditions of this Agreement. Note under each service listed the method and means of compensation to be used, if applicable, as provided in Article 8.)*

Development of the Architectural Program shall include all appropriate office, clinical and ancillary spaces as designated by the Owner and currently found in the existing facility. Additional departments housed at other sites and planned future expansion will likewise be included.

Professional services shall be accomplished as follows:

1. Initial meeting with Owner and tour of existing facilities.
2. Development and distribution of an Employee Questionnaire to establish individual work space requirements.
3. Development and distribution of Departmental Questionnaires to establish group requirements.
4. Interviews with Department Heads, as designated by Owner, to discuss special requirements.
5. Develop preliminary Architectural Program based on area standard per task and determined requirements.
6. Presentation to Owner of preliminary program data and critique of findings.
7. Refinement of data based on critique by Owner.
8. Final printing of Architectural Program.
9. Final presentation to Owner.

The Architectural Program will address current space needs for all designated departments as well as a 5 year projection for growth and change.

For the services outlined here our fee is a guaranteed maximum of \$8,500.00 billed at our hourly rate and including costs for printing of the final report.

Upon completion of the work, the Vanderburgh County Board of Health will have the following tools for use in anticipated development.

1. An overall Architectural Program outlining departmental space needs for the future. This document will include graphic and written depictions of the following:
  - Employee Work Stations/Work Station Assignments.
  - Required Adjacencies.
  - Area Requirements for each department and common or support areas.
2. A summary outlining current and projected future space needs and overall goals in terms of image and quality.

# TERMS AND CONDITIONS OF AGREEMENT BETWEEN OWNER AND ARCHITECT

## ARTICLE 2

### OWNER'S RESPONSIBILITIES

2.1 The Owner shall provide full information regarding requirements for the Project. The Owner shall furnish required information as expeditiously as necessary for the orderly progress of the Work, and the Architect shall be entitled to rely on the accuracy and completeness thereof.

2.2 The Owner shall designate a representative authorized to act on the Owner's behalf with respect to the Project. The Owner or such authorized representative shall render decisions in a timely manner pertaining to documents submitted by the Architect in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

## ARTICLE 3

### USE OF ARCHITECT'S DOCUMENTS

3.1 The documents prepared by the Architect for this Project are instruments of the Architect's service for use solely with respect to this Project and, unless otherwise provided, the Architect shall be deemed the author of these documents and shall retain all common law, statutory and other reserved rights, including the copyright. The Owner shall be permitted to retain copies, including reproducible copies, of the Architect's documents for the Owner's information, reference and use in connection with the Project. The Architect's documents shall not be used by the Owner or others on other projects, for additions to this Project or for completion of this Project by others, unless the Architect is adjudged to be in default under this Agreement, except by agreement in writing and with appropriate compensation to the Architect.

## ARTICLE 4

### ARBITRATION

4.1 Claims, disputes or other matters in question between the parties to this Agreement arising out of or relating to this Agreement or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

4.2 A demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event shall the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statutes of limitations.

4.3 No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder or in any other manner, an additional person or entity not a party to this Agreement, except by written consent containing a specific reference to this Agreement signed by the Owner, Architect and any other person or entity sought to be joined. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other

matter in question not described in the written consent or with a person or entity not named or described therein. The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by the parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

4.4 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

## ARTICLE 5

### TERMINATION OR SUSPENSION

5.1 This Agreement may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

5.2 If the Owner fails to make payment when due the Architect for services and expenses, the Architect may, upon seven days' written notice to the Owner, suspend performance of services under this Agreement. Unless payment in full is received by the Architect within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services.

5.3 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Paragraph 5.4.

5.4 Termination Expenses shall be computed as a percentage of the compensation earned to the time of termination, as follows:

- .1 For services provided on the basis of a multiple of Direct Personnel Expense, 20 percent of the total Direct Personnel Expense incurred to the time of termination; and
- .2 For services provided on the basis of a stipulated sum, 10 percent of the stipulated sum earned to the time of termination.

## ARTICLE 6

### MISCELLANEOUS PROVISIONS

6.1 Unless otherwise provided, this Agreement shall be governed by the law of the principal place of business of the Architect.

6.2 Causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date payment is due the Architect pursuant to Paragraph 8.4.

8.3 FOR REIMBURSABLE EXPENSES, as described in Article 7, and any other items included in Article 9 as Reimbursable Expenses, a multiple of one and one tenth ( 1.10 ) times the expenses incurred by the Architect, the Architect's employees and consultants in the interest of the Project.

8.4 Payments are due and payable thirty ( 30 ) days from the date of the Architect's invoice. Amounts unpaid not applicable ( ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof, at the legal rate prevailing from time to time at the principal place of business of the Architect.

*(Insert rate of interest agreed upon.)*

*(Usury laws and requirements under the Federal Truth in Lending Act, similar state and local consumer credit laws and other regulations at the Owner's and Architect's principal places of business, the location of the Project and elsewhere may affect the validity of this provision. Specific legal advice should be obtained with respect to deletions or modifications, and also regarding other requirements such as written disclosures or waivers.)*

8.5 IF THE SCOPE of the Project or of the Architect's services is changed materially, the amounts of compensation shall be equitably adjusted.

**ARTICLE 9  
OTHER CONDITIONS**

This Agreement entered into as of the day and year first written above.

OWNER VANDERBURGH COUNTY COMMISSIONERS

ARCHITECT EDMUND L. HAFER AND ASSOCIATES,  
ARCHITECTS

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Signature)*

Patrick Tuley, President

\_\_\_\_\_  
*(Printed name and title)*

Edmund L. Hafer, Jr., President

\_\_\_\_\_  
*(Printed name and title)*

# Edmund L. Hafer Architect

Suite 604  
1 Riverfront Place  
20 Northwest First Street  
Evansville, Indiana 47708  
Telephone:  
(812) 422-4187

## SCHEDULE OF HOURLY RATES

AUGUST, 1994

Managing Principal Edmund L. Hafer, Jr.	\$85.00/hour
Principals Steven R. Pugh David G. Wills	\$75.00/hour
Project Architect Robert L. Gerst Jeffrey A. Justice Bryan L. Carr	\$75.00/hour
Project Engineer Donald H. Austin, Jr. Charles T. Shaeffer	\$75.00/hour
Staff Architect Thomas W. Blythe John I. Winiger	\$65.00/hour
Staff Engineer Timothy S. Heller Ronald W. Steinhart	\$65.00/hour
Interior Design Robin M. Bartelman	\$65.00/hour
Construction Administrator John F. Mellinger	\$65.00/hour
CAD Operator/Draftsmen	\$45.00/hour
Clerical	\$25.00/hour

All work over eight (8) hours per day and work performed Saturday, Sunday or any holiday is considered overtime work and will be billed at the base rate plus sixty (60) percent for all classifications. Overtime work will be performed at the direction of the client.

Cost for outside consultants will be billed at 1.1 times the amount billed the architect.

Edmund L. Hafer, Jr. A.I.A.  
Steven R. Pugh A.I.A.  
David G. Wills A.I.A.  
Robert L. Gerst A.I.A.

Thomas W. Blythe A.I.A.  
Jeffrey A. Justice A.I.A.  
John I. Winiger A.I.A.  
Bryan L. Carr A.I.A.

Robin M. Bartelman A.S.I.D.  
Donald H. Austin, Jr. P.E.  
Charles T. Shaeffer P.E.

---

## Edmund L. Hafer Architect

Suite 604  
1 Riverfront Place  
20 Northwest First Street  
Evansville, Indiana 47708

Telephone:  
(812) 422-4187

---

September 14, 1994

Dr. John Heidingsfelder, M.D.  
Vanderburgh County Board of Health  
1 Northwest Martin Luther King, Jr. Blvd.  
Room 127  
Evansville, Indiana 47708

Re: Proposal for Professional Services  
Architectural Programming  
Vanderburgh County Board of Health

Dear Dr. Heidingsfelder:

Thank you for the opportunity to offer this proposal to work with you in developing an overall written program of your work place requirements. Developing a program is the process whereby the needs of a client are established. The ultimate purpose of the program is to serve as a guide, not only to the architect for the actual planning, but also to the client for the implementation and successful completion of the project.

The benefits of programming are not limited to the building project. Programming can have two direct benefits to the client. The first one is a functional, well conceived building. The second deals with a clients' goals or philosophy. In the process of developing the program, the client is compelled to take a good look at itself, define its purpose and evaluate functions in relation to its purpose.

The program, prepared in written form, conveys the goals and needs of the client in a language understood by both client and architect. These may include square foot areas, image, activity patterns, adjacencies, furniture or equipment needed, site information, required light levels, type of security, special needs, etc.

Edmund L. Hafer, Jr. A.I.A.  
Steven R. Pugh A.I.A.  
David G. Wills A.I.A.  
Robert L. Gerst A.I.A.

Rupert D. Condict A.I.A.  
Thomas W. Blythe A.I.A.  
Jeffrey A. Justice A.I.A.  
John I. Winiger A.I.A.

Bryan L. Carr A.I.A.  
Robin M. Bartelman A.S.I.C.  
Donald H. Austin, Jr. P.E.  
Charles T. Shaeffer P.E.

---

Dr. Heidingsfelder, M.D.  
Vanderburgh County Board of Health  
September 14, 1994  
Page Two

I believe Edmund L. Hafer and Associates is uniquely qualified to provide programming services for the Board of Health. Our firm has extensive experience in the overall programming of many building types including educational, commercial, institutional, and corporate facilities. We have recently completed programming for the following local groups:

Southern Indiana Gas & Electric Company  
CNB Bancshares  
Heart Care Center, Deaconess Hospital  
Henderson Union Rural Electric Cooperative  
Alcoa-Warrick Operations  
State of Indiana, State Office Building Addition  
Evansville Vanderburgh County Building Authority  
Therapeutic Recreation Facilities, Mulberry Center, Welborn Hospital  
Acordia of Evansville  
Red Spot Paint and Varnish Company

Our offices are located in downtown Evansville where we currently maintain a staff of twenty-two, including eight registered architects, two professional engineers and one registered interior designer. Our firm is continually honored by professional societies and others for the quality of our work. We believe our completed projects, our repeat clients and the acceptance by those who use our building's is testimony to the success of our abilities in programming and the design of quality environments.

If selected to work with you to develop a program for the Vanderburgh County Board of Health, I anticipate professional fees to be \$8,500.00. Furthermore, I recommend that the arrangement be structured as a not to exceed maximum of that amount, billed at our hourly rates. The following individuals will be assigned to the project:

David G. Wills, AIA  
Robin M. Bartelman, ASID

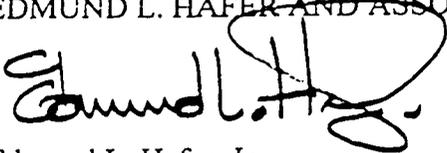
Their resumes are attached.

Dr. John Heidingsfelder, M.D.  
Vanderburgh County Board of Health  
September 14, 1994  
Page Three

Again, thank you for the opportunity to submit this proposal. Should you have questions, please feel free to call me at 422-4187. I would be happy to meet with you and your board to further discuss our qualifications, and similar programming experience.

Sincerely,

EDMUND L. HAFER AND ASSOCIATES

A handwritten signature in black ink, appearing to read "Edmund L. Hafer, Jr.", written over the typed name.

Edmund L. Hafer, Jr.

ELH/csf  
696

cc: Samuel T. Elder  
Dr. Maria Del Rio, M.D.

**RESUME**

**David G. Wills, AIA**  
**Project Architect**  
**Edmund L. Hafer Architect, Inc.**

- ❖ David Wills, a principal at Edmund L. Hafer Architect, Inc., has over seventeen years architectural experience including many projects for State and Federal governmental agencies. Mr. Wills' primary responsibilities consist of project administration, programming, planning and design.

**Relevant Experience**

**New Downtown Offices**  
Peoples Savings Bank  
Evansville, Indiana

**Mulberry Center**  
**Oak Park Professional Services Building**  
Evansville, Indiana

**Diamond Valley Station**  
U.S. Postal Service  
Evansville, Indiana

**Oak Hill Medical Center**  
Deaconess Hospital  
Evansville, Indiana

**Downtown Masterplan**  
Evansville, Indiana

**Aristokraft, Inc.**  
Jasper, Indiana

**Lutheran Church of Our Redeemer**  
Evansville, Indiana

**Deaconess Heart Center**  
Deaconess Hospital  
Evansville, Indiana

**Imaging Center**  
**Gateway Health Center**  
Deaconess Hospital  
Evansville, Indiana

**Research and Development Center**  
Red Spot Paint and Varnish Co.  
Evansville, Indiana

**Education**

Bachelor of Architecture, Ball State University - 1978  
Bachelor of Science, Environmental Design, Ball State University - 1978

**Registration**

Architect: Indiana  
NCARB

**Professional Affiliations**

American Institute of Architects  
Indiana Society of Architects  
National Trust for Historic Preservation

## RESUME

**Robin M. Bartelman, A.S.I.D.**  
**Interior Designer**  
**Edmund L. Hafer Architect, Inc.**

- ❖ Robin Bartelman, Interior Designer at Edmund L. Hafer Architect, Inc., has over ten years of contract interior design experience including several projects for Fortune 500 Corporations. Robin's portfolio includes interior design experience in many specialized areas including hospitality, institutional, health care and corporate facilities. Ms. Bartelman's primary responsibilities include programming, space planning, interior finish and furniture selection and specifications.

### Relative Experience

**Pharmaceutical World Headquarters**  
Bristol-Myers Squibb  
Princeton, New Jersey

**World Headquarters Executive Wing**  
Chrysler Corporation  
Highland Park, Michigan

**Lawrenceville Site Executive Wing**  
Bristol-Myers Squibb  
Princeton, New Jersey

**Centerline Auditorium**  
Chrysler Corporation  
Centerline, Michigan

**Adaptive Reuse**  
Evansville Association for Retarded Citizens  
Evansville, Indiana

**New Offices/Space Planning**  
Maddin, Weiner, Hauser, Wartell & Roth  
Southfield, Michigan

**Research and Development Center**  
Red Spot Paint and Varnish Co.  
Evansville, Indiana

**Lobby Renovation**  
St. Mary's Medical Center  
Evansville, Indiana

### Education

Bachelor of Arts, Contract Interior Design, Purdue University - 1984  
Bachelor of Arts, Spanish - University of Southern Indiana - Fall 1994

### Registration

NCIDQ, Registered

### Professional Affiliations

Associate, American Institute of Architects  
Indiana Society of Architects  
Professional, American Society of Interior Designers

PRESCRIBED BY STATE BOARD OF ACCOUNTS  
REVISED COUNTY FORMS NO. 20 - 1947  
NO. 21 - 1947

October 25, 1994  
QUIETUS  
OFFICE OF COUNTY AUDITOR  
VANDERBURGH COUNTY, INDIANA  
NO. 17145

FUND COUNTY REVENUE  
\$160,201.26

I HEREBY CERTIFY THAT: HILLCREST-WASHINGTON  
HAS FILED IN MY OFFICE THE RECEIPT OF THE TREASURER OF VANDERBURGH COUNTY, IN,  
IN THE SUM OF \$160,201.26 DOLLARS

ON ACCOUNT OF 3RD QTR. 1994 FEES

SAM HUMPHREY  
AUDITOR VANDERBURGH COUNTY, INDIANA  
BY: JOANNE A. MATHEWS

HILLCREST-WASHINGTON  
YOUTH HOME  
2700 W. INDIANA STREET  
EVANSVILLE, INDIANA 47712

A SERVICE OF  
S.W. IN. MENTAL HEALTH FOUNDATION, INC.  
THE NATIONAL CITY BANK OF EVANSVILLE  
EVANSVILLE, IN 47705

CHECK  
71-2/863

16704

PAY ONE HUNDRED SIXTY THOUSAND TWO HUNDRED ONE DOLLARS & 26 CENTS  
TO THE ORDER OF

DATE 10-17-94  
AMOUNT \$160,201.26

VANDERBURGH CO COMMISSIONERS  
CIVIC CENTER COMPLEX  
EVANSVILLE IN 47708

AUTHORIZED SIGNATURE  


⑈016704⑈ ⑆086300025⑆ 017598671⑈

526

71-7167/2863

10-20 94


**KEVIN BRYANT, ATTORNEY**  
 TRUST ACCOUNT  
 COUNTY COLLECTION FUND  
 P.O. BOX 3531  
 EVANSVILLE, IN 47734

Day of the order of  
*County Commissioners*  
*One thousand one hundred forty eight*

\$ 1,148.41

**FIRST FEDERAL SAVINGS BANK**  
 EVANSVILLE, IN 47712

*[Signature]*

Memo  
 @ 286371676 @ 012101066517 0526

PRESCRIBED BY STATE BOARD OF ACCOUNTS

REVISED COUNTY FORMS NO. 20 - 1947  
NO. 21 - 1947

October 25, 1994

QUIETUS  
OFFICE OF COUNTY AUDITOR  
VANDERBURGH COUNTY, INDIANA

EVANSVILLE, INDIANA

NO. 17147

FUND 1300-3610

\$1,148.41

I HEREBY CERTIFY THAT: KEVIN BRYANT

HAS FILED IN MY OFFICE THE RECEIPT OF THE TREASURER OF VANDERBURGH COUNTY, IN.  
IN THE SUM OF \$1,148.41 DOLLARS

ON ACCOUNT OF COLLECTIONS

SAM HUMPHREY  
AUDITOR VANDERBURGH COUNTY, INDIANA

BY: JOANNE A. MATTHEWS







# CHAUFFEURS, TEAMSTERS and HELPERS LOCAL UNION NO. 215

Affiliated With The

INTERNATIONAL BROTHERHOOD OF TEAMSTERS

825 WALNUT STREET • P.O. BOX 1040 • EVANSVILLE, IN 47706-1040

Charles A. Whobrey  
*President and Business Manager*

OFFICE PHONE (812) 424-6471  
FAX NUMBER (812) 424-6476

Lewis R. Smith  
*Secretary-Treasurer*



October 18, 1994

Mr. Patrick Tuley  
President  
Board of County Commissioners of  
Vanderburgh County  
305 Administration Building  
Civic Center Complex  
1 NW Martin Luther King, Jr. Blvd.  
Evansville, IN 47708

RE: Corrections Unit  
Sheriff's Department

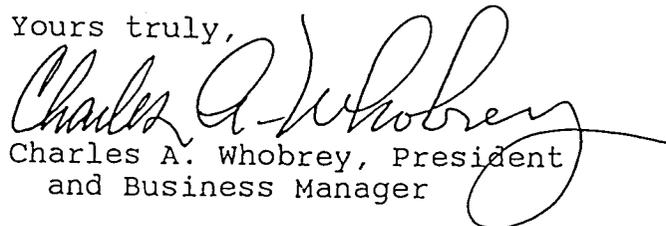
Dear Mr. Tuley:

The Union, by and through its duly authorized representative, does hereby serve written notice upon you that the contract in effect at this time by and between us will terminate on December 31, 1994.

The Union hereby offers to meet and confer with you for the purpose of negotiating a new collective bargaining agreement.

Please set a date when you can negotiate.

Yours truly,

  
Charles A. Whobrey, President  
and Business Manager

CAW/mc

CERTIFIED MAIL NO. P 680 746 745  
RETURN RECEIPT REQUESTED

NOTICE TO MEDIATION AGENCIES

MAIL TO: NOTICE PROCESSING UNIT  
FEDERAL MEDIATION AND CONCILIATION SERVICE  
2100 K STREET, N.W.  
WASHINGTON, D.C. 20427

AND THE STATE OR TERRITORIAL MEDIATION AGENCY  
Commissioner of Labor  
Indiana Department of Labor  
Indianapolis, IN 46204

You are hereby notified that written notice of proposed termination or modification of the existing collective bargaining contract was served upon the other party to this contract and that no agreement has been reached.

IF THIS IS A HEALTH CARE INDUSTRY NOTICE PLEASE INDICATE (MARK "X")		(MARK ONE "X") AND GIVE APPROPRIATE: MO. DAY, YR.	
<input type="checkbox"/> INITIAL CONTRACT <input type="checkbox"/> EXISTING CONTRACT		<input checked="" type="checkbox"/> CONTRACT EXPIRATION DATE    12 / 31 / 94	<input type="checkbox"/> CONTRACT REOPENER DATE    / /
NAME OF EMPLOYER OR EMPLOYER ASSOCIATION/ORGANIZATION (IF MORE THAN ONE, SUBMIT NAMES AND ADDRESSES ON AN ATTACHED LIST)			
① The Board of County Commissioners of Vanderburgh County (Corrections Unit)			
ADDRESS OF EMPLOYER/ASSOCIATION			
NO.	STREET	CITY	STATE    ZIP
② 305 Adm. Bldg., Civic Center Complex, 1 NW ML King, Jr. Blvd., Evansville, IN 47708			
EMPLOYER OFFICIAL TO CONTACT		(AREA CODE) PHONE NUMBER	
③ Patrick Tuley, President		④ (812) 435-5241	
NAME OF INTERNATIONAL UNION OR PARENT BODY			
⑤ International Brotherhood of Teamsters			
NAME AND NO. OF LOCAL (IF NOT A LOCAL, GIVE NAME AND NUMBER, IF ANY, OF THE UNION ORGANIZATION INVOLVED IN THE NEGOTIATIONS)			
⑥ Chauffeurs, Teamsters and Helpers Local Union No. 215			
ADDRESS OF LOCAL UNION			
NO.	STREET	CITY	STATE    ZIP
⑦ 825 Walnut St., PO Box 1040, Evansville, IN 47706-1040			
UNION OFFICIAL TO CONTACT		(AREA CODE) PHONE NUMBER	
⑧ Lewis R. Smith		⑨ (812) 424-6471	
A. LOCATION OF AFFECTED ESTABLISHMENT			
CITY		STATE    ZIP	
Evansville, IN		47708	
B. LOCATION OF NEGOTIATIONS (COMPLETE ONLY IF DIFFERENT FROM 12.A)			
CITY		STATE    ZIP	
⑩			
TOTAL NUMBER EMPLOYED AT AFFECTED LOCATION(S)		NUMBER OF EMPLOYEES COVERED BY CONTRACT	
⑪		⑫ 39	
INDUSTRY AND TYPE OF ESTABLISHMENT (E.G., STEEL INDUSTRY - FACTORY; FOOD INDUSTRY - RETAIL CHAIN STORE; EDUCATION - PRIVATE COLLEGE; ELECTRICAL INDUSTRY - PUBLIC UTILITY)			
⑬ County Government - Sheriff's Department			
PRINCIPAL PRODUCT OR SERVICE		THIS NOTICE IS FILED ON BEHALF OF (MARK "X")	
⑭ Corrections Officers		⑮ <input checked="" type="checkbox"/> UNION <input type="checkbox"/> EMPLOYER	
TYPE OF NEGOTIATIONS (MARK "X")		TYPE OF EMPLOYEES COVERED BY CONTRACT (MARK "X" ALL THAT APPLY)	
<input checked="" type="checkbox"/> SINGLE ESTABLISHMENT	<input type="checkbox"/> PROFESSIONAL/TECHNICAL	⑯ County Government	
<input type="checkbox"/> MULTI-PLANT	<input type="checkbox"/> PRODUCTION/MAINTENANCE		
<input type="checkbox"/> AREA OR INDUSTRY WIDE	<input type="checkbox"/> CLERICAL		
<input type="checkbox"/> OTHER (SPECIFY)	<input checked="" type="checkbox"/> OTHER (SPECIFY)		
NAME AND TITLE OF OFFICIAL FILING NOTICE		SIGNATURE    DATE	
⑰ Charles A. Whobrey President & Business Manager		⑱ <i>[Signature]</i> 10/18/94	

Receipt of this form does not constitute a request for mediation nor does it commit FMCS to offer its facilities. Receipt of this notice will not be acknowledged in writing by FMCS. FMCS does not forward copies of this notice to state or territorial mediation agencies. While the use of this form is voluntary, it will facilitate our service to respondents.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to FMCS, Administrative Services, Washington, D.C. 20427; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, D.C. 20503.

NO. 3 COPY - To Opposite Party Involved in Negotiations

P. Tukey

19-Oct-94

VANDERBURGH COUNTY TREASURER

MONTH ENDING--SEPTEMBER 1994

CHARGES:

1. TOTAL TAXES COLLECTED	\$12,976,001.03
2. STATE ASSESSED WEED	
3. INNKEEPERS TAX	
4. CASH CHANGE FUND	\$500.00
5. CERTIFIED TO CLERK	\$85,657.99
6. DEMAND FEES	\$2,090.00
7. DELINQUENT WEED	\$13,650.98
8. DRAINAGE ASSESSMENTS	\$1,423.71
9. BOAT EXCISE TAX	
10. GROSS INCOME TAX	\$209.76
11. LICENSE EXCISE TAX	
12. AIRCRAFT EXCISE TAX	
13. AUTO RENTAL EXCISE TAX	
14. SEWAGE COLLECTIONS	
15. TAX SALE - ADVERTISING	\$18,401.43
16. TAX SALE - ATTORNEY	\$9,150.00
17. TAX SALE - TITLE SEARCH	
18. TOTAL BALANCE OF LEDGER ACCOUNTS - CASH	\$13,764,582.48
19. TOTAL BALANCE OF LEDGER ACCOUNTS - INVESTMENTS	\$4,423,000.00
20. TOTAL CHARGES	\$31,294,667.38

CREDITS:		
21. DEPOSITORY BALANCES AS SHOWN BY DAILY BALANCE OF CASH AND DEPOSITORIES RECORD		\$2,961,834.54
22. INVESTMENTS AS SHOWN BY DAILY BALANCE OF CASH AND DEPOSITORIES RECORD (COLUMN 12, LINE 38)		\$27,797,488.24
23. TOTAL CASH ON HAND AT CLOSE OF MONTH		
CURRENCY	\$19,200.00	
COINS	\$1.24	
CHECKS, MO, ETC.	\$168,646.83	
UNCOLLECTED CKS	\$414.31	
TOTAL		\$188,262.38
24.		
25.		
26. TOTAL		\$347,082.22
27. CASH SHORT (ADD) VOLPE (\$346939.30) BLAND (\$142.92)		
28. CASH LONG (DEDUCT)		
29. PROOF		
		=====
	\$31,294,667.38	\$31,294,667.38
		=====
RECONCILEMENT WITH DEPOSITORIES		
30. BALANCE IN ALL DEPOSITORIES PER DAILY BALANCE RECORD (#21 ABOVE)		\$2,961,834.54
31. OUTSTANDING WARRANTS (DETAILED LIST BY DEPOSITORIES)		\$665,127.95
32. BALANCE IN ALL DEPOSITORIES PER BANK STATEMENTS (DETAILED LIST)		\$3,632,518.43
33. DEPOSITS IN TRANSIT	08/01/94	\$755,135.24
34. ADJUSTMENTS		(\$5,555.94)
35. PROOF		\$3,626,962.49
		=====

ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:

(A) CASH CHANGE FUND	\$500.00
(B) RECEIPTS DEPOSITED IN DEPOSITORIES	\$187,348.07
(C) UNCOLLECTED ITEMS ON HAND	\$414.31
(D) TOTAL (MUST AGREE WITH # 23)	\$188,262.38

DEPOSITORY BALANCES AT CLOSE OF MONTH

	BALANCE PER BANK STMT	ADJUSTMENTS	OUTSTANDING CHECKS	BALANCE PER DAILY BALANCE OF CASH AND DEPOSITORIES
OLD NATIONAL BANK	\$2,967.18			\$2,967.18
CITIZENS NATIONAL BANK	\$3,556,398.78	(\$5,555.94)	\$599,206.90	\$2,951,635.94
NATIONAL CITY BANK	\$7,226.42			\$7,226.42
INB	\$65,926.05		\$65,921.05	\$5.00
TOTAL	\$3,632,518.43	(\$5,555.94)	\$665,127.95	\$2,961,834.54

SCHEDULE OF UNCOLLECTED ITEMS ON HAND

DATE ORIGINALLY RECEIVED	RECEIVED FROM	FOR	DATE RETURNED	RETURNED BY	REASON FOR RETURN	AMOUNT
09/23/94	Nonwest Financial	Taxes	09/23/94	Citizens Natl Bk	Refer to maker	\$414.31

TOTAL

\$414.31

**EVSC**

EVANSVILLE-VANDERBURGH School Corporation

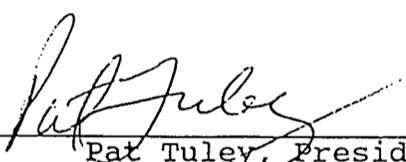
**ADMINISTRATION BUILDING**1 S.E. Ninth Street, Evansville, IN 47708  
Telephone (812) 426-5053

TO: County Commissioners  
FROM: Virgil G. Miller  
DATE: October 19, 1994  
RE: Soil Conservation phone lines

It is my understanding that you would like to add the four lines at the Soil Conservation Office to the EVSC Oak Hill Centrex. We are in agreement with the following stipulations:

1. A check made payable to the Evansville-Vanderburgh School Corporation will be paid in advance for 12 months of line charges.
2. The EVSC will be notified of any changes; i.e. addition of lines, deletion of lines.
3. An adjustment will be made at the end of each year if line charges change during the course of the year. Any additional amounts will be paid to the EVSC.

This agreement may be renewed on a yearly basis.



---

Pat Tuley, President

VANDEBURGH COUNTY AUDITOR

208 CIVIC CENTER COMPLEX  
EVANSVILLE, INDIANA 47708  
(812) 426-5293

SAM HUMPHREY  
AUDITOR

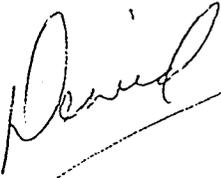
TO: COUNTY COMMISSIONERS

FROM: Sam Humphrey

DATE: October 24, 1994

RE: Travel Request

This is to request permission to attend the  
Indiana Association of County Commissioners Annual  
Conference at the Radisson Plaza Hotel in Indianapolis  
on December 7th, 8th and 9th. (See attached)

  
  
Sam Humphrey



## EMERGENCY MANAGEMENT AGENCY EVANSVILLE, VANDERBURGH COUNTY

Sherman G. Greer, Director  
Room 18, Civic Center Complex  
1 NW Martin Luther King, Jr. Boulevard  
Evansville, Indiana 47708-1839  
Telephone (812) 426-5602  
Fax (812) 426-5606  
TDD/Hearing Impaired (812) 426-5483



Jane Snelling  
Assistant Director

Lisa Patterson  
Administrative Assistant

### MEMORANDUM

TO: MAYOR FRANK F. McDONALD II  
FROM: SHERMAN G. GREER, EMA DIRECTOR *SGG*  
DATE: OCTOBER 17, 1994  
RE: OUT OF TOWN TRAVEL, OCTOBER 22, 1994

I request your approval for out of town travel to Posey County, Indiana. Mr. Dennis Stamstad of the Buffalo Trace Council has asked the EMA to participate in the Boy Scout Jamboree this year. I will be demonstrating first aid techniques and the Ohio Valley Search and Rescue Dog Association will be demonstrating search and rescue techniques of the dog handlers and what the victim can do to assist in his/her search.

The Boy Scout Jamboree begins at 9 A.M. and ends at 4:00 P.M.. With your approval I will be leaving Evansville at 8:00 A.M. and returning at 5:00 P.M. the same day.

Thank You.

SGG/lp

cc: Pat Tuley, President County Commissioners  
Roger Lehman, EMA Advisory Council Chairman  
file



**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, Assistant Director  
Administrative Assistant, Lisa Patterson

MEMORANDUM

TO: MAYOR, FRANK F. McDONALD II  
FROM: ROGER W. LEHMAN, BLDG. COMMISSIONER  
DATE: OCTOBER 27, 1994  
RE: OUT OF TOWN TRAVEL, OCTOBER 30 - NOVEMBER 2, 1994  
Arlington, Virginia, October 30 - November 1  
Indianapolis, and Bloomington, Indiana, November 1 and 2

A handwritten signature in black ink, appearing to be "R. Lehman", written over a horizontal line.

I request your approval for out of town travel to Arlington, Virginia to attend the Earthquake Loss Estimation Methodology Workshop. The workshop is designed to help communities prepare for the recovery stage of earthquakes and other disasters. The information from this workshop can be used for ongoing earthquake planning in Evansville and Vanderburgh County.

Since your approval for for the same travel for Sherman G. Greer there have been some changes in the return date. Both Sherman and I have appointments in Indianapolis on November 2. Instead of returning to Evansville late on November 1 we would like your approval to travel to direct from Virginia to Indianapolis to attend our meetings on November 2. Sherman G. Greer will be attending the PSTI meeting on November 2.

After the November 2 meetings in Indianapolis both Sherman and I need to stop at Bloomington on our way back to Evansville to meet with Don Eggert of the United States Geological Association (out of Indiana University) and Dr. David Frost, Associate Professor and Geotechnical Program Coordinator of Georgia Institute of Technology. The purpose of this meeting is to discuss the seismic mapping for Evansville and Vanderburgh County's ongoing project.

The EMA will be responsible for lodging in Virginia for both myself and Sherman. Lodging in Indianapolis will be the responsibility of our respective departments. Transportation to all destinations will be by the city vehicle of the Building Commissioner. Per diem will be the responsibility of the EMA in Virginia for both of us. Per diem will be the responsibility of respective departments at Indianapolis and Bloomington.

With your approval Sherman and I will be leaving Evansville on October 30 at 5:00 A.M. and returning approximately 7:00 P.M. on November 2.

Thank You.

enc.: (1)

RLL/lp

cc: Sherman G. Greer, EMA Director  
Pat Tuley, President County Commissioners  
file

TRAVEL REQUEST FORM  
FOR  
COUNTY OFFICIALS, DEPARTMENT HEADS AND EMPLOYEES

DATE OF REQUEST: OCT 24, 1994 DEPARTMENT: treasurer

EMPLOYEE(S): JAYNE BERRY-BLAND

DATE(S) OF TRAVEL: NOV 1 & 2 1994

DESTINATION: INDIANAPOLIS

PURPOSE: TO STATE THE COUNTY TREASURERS VIEW REGARDING A HEARING ON PPG  
REFUND OF OVER \$400,000.00

Proof (Copy of brochure or letter) must be attached.

LODGING REQUIRED: YES 1 NIGHT

MEANS OF TRAVEL: COUNTY VEHICLE NUMBER: \_\_\_\_\_  
OTHER: PERSONAL

REIMBURSEMENT CLAIMED	<u>XX</u> Mileage	<u>XX</u> Parking
	<u>XX</u> Per diem	Registration
	Air fare	Other

*\* Unappropriated funds.*

APPROVED: [Signature]  
Department Head

APPROVED: Jayne Berry-Bland  
Office Holder

APPROVED BY:  
VANDERBURGH COUNTY COMMISSIONERS this \_\_\_\_\_ day of \_\_\_\_\_, 1994

[Signature]  
RICHARD J. BORRIES, PRESIDENT

[Signature]  
PATRICK TULEY, VICE PRESIDENT

[Signature]  
DON L. HUNTER, MEMBER

VANDEBURGH COUNTY SURVEYOR

October 24, 1994

Mr. Richard J. Borries, President  
Vanderburgh County Drainage Board

Sir:

September 26, 1994, you asked our office to prepare a solution to a drainage problem brought before your board on that date. The problem was explained to your board by Mr. Don Swidron of Lot 12 Willow Creek Subdivision.

After much research into the history and field conditions at that subdivision, we are not sure we can provide a solution which will please everyone involved because:

1. Mr. and Mrs. Swidron basically do not want any storm water from uphill properties crossing onto their lot.

At present, storm runoff from about 1/4 of Lot 22, and about 1/2 of Lot 21 crosses Swidron's property in the same path as storm water took prior to the subdivision's development.

2. Dr. Quddus, the Swidron's uphill neighbor at Lot 21 wants the rear of his lot elevated with 5 to 6 loads of dirt.

If Quddus' lot is elevated right up to the property line, a three foot high wall will be required to hold the dirt back, and to allow for grading the lot to drain properly.

If the lot is filled without a wall, and mowable 3:1 slope is graded from the property line uphill to a level terrace, a substantial area of uphill runoff will still drain down onto the Swidron's lot.

3. Mr. Wheeler, Quddus' neighbor at Lot 22, does not want any of Quddus' storm water crossing Lot 22; particularly, Quddus' foundation drain that now empties near Wheeler's East line.

Mr. Wheeler is correct in that the runoff from Quddus' lot did not naturally cross the Wheeler lot prior to development.

So, taking everyone's wishes into account, the best we can come up with is constructing a wall along Swidron's North property line; filling Quddus' rear lot with clean fill; and grading the Quddus' lot to drain to Willow Creek Drive.

A report is attached providing more detailed information.

ANOTHER REPORT TO THE VANDERBURGH COUNTY DRAINAGE BOARD  
ON WILLOW CREEK SUBDIVISION

October 17, 1994

THIS SECOND REPORT IS SUPPLEMENTAL TO A REPORT ENTERED INTO THE MINUTES OF THE DRAINAGE BOARD MEETING OF SEPTEMBER 26, 1994.

The first report was assembled as quickly as possible to provide the Board with information on a subject entered on the agenda at the last minute at the request of residents of Willow Creek Sub.

THIS REPORT CONTAINS INFORMATION DISCOVERED AFTER A MORE DETAILED INVESTIGATION OF THE SAME PROBLEM AS REPORTED ON AT THAT MEETING.

THIS REPORT WILL ADDRESS CERTAIN DEMANDS, REQUESTS, AND QUESTIONS THAT HAVE BEEN PUT TO THE COUNTY SURVEYOR'S STAFF BY WILLOW CREEK RESIDENTS SINCE THE FILING OF THE FIRST REPORT; TO WIT:

- I. WHO IS RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, INSPECTION MAINTENANCE, AND REPAIR OF THE RETENTION BASINS?
- II. WHO IS RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, INSPECTION MAINTENANCE, AND REPAIR OF THE DRAINAGE SWALES, DITCHES, AND PIPES?
- III. WHO IS RESPONSIBLE FOR DIRT GRADING THE YARDS?
- IV. HOW CAN THE SPECIFIC DRAINAGE PROBLEM EXISTING BETWEEN THE BACK YARDS ON RYAN COURT AND HANNAH COURT BE FIXED?

## I. RETENTION BASINS

The retention basins were designed by the Easley Engineering group, the designs were reviewed by the County Surveyor's staff, and approved by the County Drainage Board, all in accordance with standard operation procedures for this item.

The retention basins were designed for temporary storage of the volume of storm water runoff anticipated to exceed the natural pre-development quantity of runoff calculated to occur during a twenty-five year return period storm.

Amended Subdivision Drainage Ordinance Section 150.121 requires:

1. That the developer notify the County Highway Engineer when the basins have been constructed.
2. That the County Highway Engineer inspect and give a written approval letter to the developer for the finished basins.
3. That the developer guarantee the basins for a period of one year from the date of the County Highway Engineer's letter.
4. That "the developer must form a Homeowners' Association which will ultimately be responsible for the maintenance and repair of .... the Retention Basin." (after the one year guarantee period, past the date of the Engineer's approval letter.)
5. That the developer print clearly on the plat, and in the covenants and restrictions for the subdivision specific language, required by the ordinance, with regard to the Homeowners' retention basin maintenance responsibilities.

THERE IS NO RECORD THAT THESE FIVE REQUIREMENTS WERE MET BY THE DEVELOPER FOR WILLOW CREEK SUBDIVISION. (A VIOLATOR IS SUBJECT TO A FINE OF UP TO \$2500.00 PER DAY PER VIOLATION.)

### SOLUTION:

1. The developer bring the retention basins into conformance with plans on file at the engineering firm which designed the basins.
2. That the developer follow inspection and approval procedures required by ordinance.
3. That the developer guarantee the basins for a period of one year past the date of the County Engineer's approval letter.
4. That the developer record a plat of the subdivision, and a set of covenants and restrictions all containing the specific language with regard to storm sewer and basin maintenance as required by ordinance.
5. That the developer form a Homeowners' Association to care for the storm sewers and basins in accordance with the ordinance.

## II. DRAINAGE SWALES, PIPES, AND DITCHES:

The design, review, approval, and maintenance of channels and pipes generally are the same as for basins; so the comments made on basins shall apply to the entire drainage system.

The ditch in Lot 22 is outside the easement, and the subdivision ordinance requires that all channels be housed in easements; so a replat of Willow Creek Subdivision is required to show all channels, pipes, and basins housed inside of drainage easements.

Also, the channel in Lot 22 should be regraded so that all its banks are a minimum 3:1 side slope as required by ordinance; the flow line should be stabilized by sod, erosion mats, rip-rap, or concrete; and a drop box should be constructed at the north end of the 15" concrete pipe between Lot 10 and Lot 11, since that part of the bank cannot be graded with 3:1 side slopes.

There may be other channels and pipes throughout the subdivision that will require finished treatment prior to the required final inspection and approval by the County Highway Engineer.

Also note that the guarantee period for storm sewer pipes is one year past the date of the Engineer's approval letter.

## III. YARD GRADING:

Generally, a subdivision developer attempts to grade the building sites while cutting in the streets, ditches, and basins so that dirt needed to fill in the lower yards can be obtained on site from street cuts and basin excavation.

The building codes require positive drainage away from footers, foundation walls, and crawl spaces; and if the builders in Willow Creek have not accomplished proper foundation drainage, the building commissioner's office should be consulted.

In addition, the covenants and restrictions for Willow Creek Subdivision specifically address the lot owners' responsibilities with regard to erosion control, finish grading, seeding, mulching and drainage facility maintenance.

If a copy of the covenants and restrictions is not available from the developer, anyone may obtain such a copy by asking the County Recorder for a set filed in Miscellaneous Drawer 3, Card 5359.

IV. DRAINAGE PROBLEM IN BACK YARDS ON RYAN CT. & HANNAH CT.

A more detailed investigation of the specific problems brought to the Drainage Board on September 26, 1994, requires that this report add the following findings to supplement the first report:

1. The first report stated that the unusually wide utility easements in lots 21, 22, and 23 indicated an intention to construct a wide swale to direct drainage to the 15" pipe between Lot 10 and Lot 11.

In fact, the additional width was added because the sanitary sewer was built so far out of the platted easement that more footage had to be platted to house the sanitary sewer.

(The resulting extra-wide easement still may be used for drainage in accordance with the covenants for that sub.)

2. The 15" pipe in the easement between Lot 11 and Lot 10 was not installed specifically to receive drainage from Lot 21 and Lot 22 as earlier thought; but rather to take drainage which was to be ditched along McDowell Road according to an earlier drainage plan submitted by Sam Biggerstaff.

That plan was scrapped and a new plan was designed by Easley Engineering. Easley added the pipe so that a home could be built on Lot 10 without a huge, deep ditch in the back yard.

3. THE 15 INCH PIPE WILL HANDLE ABOUT 8 CFS IF A HEADWALL OR DROP BOX IS ADDED TO THE UPSTREAM FACE OF THE PIPE TO DEVELOP TWO (2) FEET OF HEAD PRESSURE; and 8 cfs is about what will be generated by a 25 year storm from 3 1/2 upstream acres.

ADDING MUCH MORE STORM DRAINAGE COULD OVERLOAD THAT PIPE IN A HEAVY STORM, and if the pipe is overloaded, the excess storm water will cross Lot 11, possibly damaging the house.

4. A headwall or drop box is need on the 15" pipe to prevent the erosion of earth backfill into the pipe, as is happening now.
5. A contour map accompanying this report shows that all of Lot 21, and the east half of Lot 22 drained through Lot 12 in its "natural condition" prior to development.

Basically the old flow line of the "natural drainage way" or the "draw" runs through the house built on Lot 12.

6. The natural, pre-development drainage from the west half of Lot 22 and all of Lot 23 was into the draw now occupied by the 15" pipe between Lot 10 and Lot 11.

7. The owner of the house on Lot 22 does not want any storm drainage from Lot 21 crossing Lot 22 and entering the 15" pipe between Lot 10 and Lot 11.

As shown on the contour map, the drainage from Lot 21 would not naturally take that path before development, but rather would continue down the draw through Lot 12.

8. The owner of the house on Lot 12 does not want any storm drainage from Lot 21 or Lot 22 continuing downhill and across Lot 12 because it may damage improvements on Lot 12.
9. The owner of the house on Lot 21 now wants the developer to provide several loads of fill to elevate the rear of Lot 21 adjacent to the north line of Lot 12.

To accomplish the stated desires of all three lot owners involved the following proposed solution is provided:

- A. CONSTRUCT A LOW WALL FROM THE NORTHWEST CORNER TO THE NORTHEAST CORNER OF LOT 12. ALL PARTS OF THE WALL SHOULD BE BUILT A FEW INCHES NORTH OF THE PROPERTY LINE OF LOT 12.
- B. APPLY FILL ON THE NORTH SIDE OF THE WALL TO ELEVATE LOT 21.
- C. GRADE THE AREA ON THE NORTH (UPHILL) SIDE OF THE WALL SO THAT THE DRAINAGE IS DIRECTED SOUTHEASTERLY TO WILLOW CREEK DRIVE.
- D. CUT THE CURB, AND CONSTRUCT A PAVED APRON IN THE RIGHT-OF-WAY SO THAT THE RUNOFF ENTERS THE GUTTER WITHOUT UNDERMINING THE STREET SLAB, OR RUSHING OUT ACROSS THE PAVEMENT.

Some very preliminary drawings and dirt grades are provided with this report to show the approximate location and elevations of the proposed wall, fill, apron, and other parts of this solution.

The participants of this project should retain a professional engineer or architect to design and supervise the construction of the wall, fill, and apron so that it is accomplished properly.

The County Highway Engineer must give prior approval to any plan affecting the street, as it is accepted for county maintenance.

(2) Minimum slopes of other unpaved areas shall be at least six inches in 25 feet (2%). In areas subject to ground frost, minimum slopes shall be three inches in 25 feet (1%). In other areas, or in case of unusual difficulty or hardship, minimum slopes shall be not less than the minimum gradient determined by the Joint Department of Building Commissioners as adequate to prevent at all seasons any prolonged saturation of soil or standing water. If required minimum slopes cannot be attained by other means, paved gutters or other drainage structures shall be installed as acceptable to the Department.

(3) Provisions shall be made to dispose of the entire storm water runoff from the watersheds affecting site. The maximum height and steepness of slopes and maximum gradients of unpaved drainage channels shall be such as can be maintained without erosion or land slides and such as will provide adequate usable yard areas and satisfactory movement to and around buildings.

(D) Parking area requirements.

(1) Paved parking areas and courts shall be provided to meet the needs of the use of the building without interference with normal traffic. Parking areas shall be located and designed for convenient ingress and egress. Parking stalls shall be at least 10 feet by 20 feet in size.

(2) Parking areas shall be designed to be usable during run-off from a two year frequency storm.

(3) The subgrade shall be well drained, shaped to drain properly, and uniformly graded and compacted. Flexible pavements shall have a minimum base thickness of six inches and a minimum wearing surface of 1-1/2 inches. Concrete pavements shall be not less than four inches in thickness in R-1 Districts (including nonconforming R-1 uses) and five inches in thickness in all other districts.

Traffic ways or parking area aisles shall have a minimum base thickness of seven inches and a minimum wearing surface of two inches for flexible pavements and a minimum thickness of six inches for concrete pavements. Concrete pavement shall be provided with adequate expansion and contraction joints.

(4) The maximum gradient shall generally be 5/8 inch per foot (5%) and the minimum shall generally be 1/16 inch per foot (0.5%). Gradients other than the maximum and minimum may be acceptable as determined by individual analysis considering topography and preserving existing site features and the character

and needs of the facilities being served. Vehicle barriers or wheel stops, where installed, shall be firmly anchored and shall not create ponding or pocketing of storm water runoff.

(Ord. passed 12-28-76; Am. Ord. passed 7-23-79) Penalty, see § 150.999

§ 150.120 INSPECTION.

The Joint Department of Building Commissioners shall keep files of all applications and proceedings pursuant to them, indexed by the location of the site by road name. The Department shall be responsible for the enforcement of this subchapter. The City Engineer or County Engineer shall assist the Department on technical problems which may arise. The Department or its authorized representative shall check each site upon completion of the proposed work. A written record shall be made of the improvements of the site as finally accepted.

(Ord. passed 12-28-76; Am. Ord. passed 7-23-79) Penalty, see § 150.999

§ 150.121 RETENTION BASINS AND STORM SEWERS.

(A) Definitions.

(1) "RETENTION BASIN." A man-made or natural lake used for the retention of rain waters before entering into any man-made or natural drainage channel or structure.

(2) "STORM SEWERS." Underground storm water conduit.

(B) Maintenance of retention basin and storm sewers. At developer's choice, developer may require that storm sewers, outside of street easements, and retention basins, if applicable, in a proposed subdivision be maintained by either subdivision (1) or (2) below. Regardless of whether the developer chooses subdivision (1) or (2), the retention basin, if applicable, must be deeded to the lots adjoining the retention basin.

(1) Homeowners Association. The developer must form a Homeowners Association which will ultimately be responsible for the maintenance and repair of the storm sewers of the subdivision outside of the county street rights-of-way and the retention basin. Recorded on the plat and in the "Covenants and Restrictions" must be the following language:

"Maintenance of the  
Retention Basin and  
Storm Sewers Outside  
of County Street Easements

The Homeowners Association will be responsible, including financially, for:

1. Keeping the weeds cut according to the county ordinances;
2. Keeping the retention basin clear of trash and debris;
3. Keeping all storm sewers discharging out of retention basin clear at all times;

4. Keeping all storm sewers outside of the county street easements in working order and repair.

5. Keeping shoreline and embankment free from all erosion and protect all banks from erosion."

(2) As an alternative to subdivision (1) above, the developer may present to the County Treasurer a cashiers check or a certified check in an amount equal to \$.50 per lineal foot of storm sewer outside of the county street easements and \$.50 per lineal foot of shoreline for the retention basin as per recorded plat prior to commencement of construction of the subdivision. If the developer chooses this alternative, then the following must be on the plat recorded in the County Recorder's Office:

"Maintenance of the Retention Basin

Each owner of a lot that is contiguous to and is underneath part of the retention basin is responsible for:

1. Keeping the weeds, including along the shoreline and in the retention basin on their property controlled according to the county ordinances.
2. Keeping that part of retention basin on their property clear of trash and debris.
3. Keeping all storm sewers discharging out of retention basin on their property clear at all times.
4. Keeping shoreline and embankment free from all erosion and protect all banks for erosion."

(C) Installation and guarantee of storm sewers. The installation of storm sewers in the subdivision shall be subject to the written approval by the County Highway Engineer or his/her duly authorized agent. Upon written notice by the subdivision developer to the County Highway Engineer that the storm sewers for the subdivision have been completed, the County Highway Engineer will within 21 days inspect and issue either written approval of the sewers or notice listing all inadequacies of the storm sewers. Upon the correction of any inadequacies noted by the County Highway Engineer, the subdivision developer must again give written notice to the County Highway Engineer's Office that the storm sewers are ready for final inspection. Subdivision developer will guarantee the storm sewers throughout the subdivision for one year from the date of the County Highway Engineers approval letter.

(D) Installation and guarantee of retention basin. The installation of retention basin in the subdivision shall be subject to the written approval by the County Highway Engineer or his/her duly authorized agent. Upon written notice by the subdivision developer to the County Highway Engineer that the retention basin

for the subdivision has been completed, the County Highway Engineer will within 21 days inspect and issue either written approval of the retention basin or notice listing all inadequacies of the retention basin. Upon the correction of any inadequacies noted by the County Highway Engineer, the subdivision must again give written notice to the County Highway Engineer's Office that the retention basin is ready for final inspection. Subdivision developer will guarantee the retention basin throughout the subdivision for one year from the date of the County Highway Engineer's approval letter.

(E) Penalties.

(1) Any person who violates any provision of this section shall be subject to a civil penalty of not less than \$10 nor more than \$2500 for each violation.

(2) Each day a violation exists shall be considered a separate violation, and a court may assess a monetary civil penalty for each day the violation exists.  
(Ord. passed - - )

LICENSING

§ 150.125 DEFINITIONS.

For the purpose of this subchapter the following definitions shall apply unless the context clearly indicates or requires a different meaning.

"BUILDING MOVER." Any person, firm, or corporation engaged in the business of, or holding themselves out to the public as engaged in the business of moving buildings or other structures other than mobile homes or modular homes.

"BUILDING WRECKER." Includes and person, firm, or corporation engaged in the business of, or holding themselves out to the public as engaged in the business of wrecking buildings or other structures covered by this subchapter.

"CLASS A SIGN ERECTOR LICENSE." Any person, firm, or corporation engaged in the business of, or holding themselves out to be engaged in the business of installing, repairing, or contracting to install, repair, or construct signs of any type including the wiring and connection of electricity to the sign shall be required to have a "CLASS A LICENSE." The electrical requirement shall be the same as a master electrician license, and the examination for the electrical requirement shall be the same test as the master electrical test.

"CLASS B SIGN ERECTOR LICENSE." Any person, firm, or corporation engaged in the business of installing, repairing, or constructing of non-electric signs or holding themselves out to be engaged in the business of installing, repairing, or contracting for non-electric signs shall be required to have a "CLASS B SIGN ERECTOR LICENSE."

"JOURNEYMAN ELECTRICIAN." A workman qualified and competent in the trade of

6. TIM FOR CONSTRUCTION; LANDSCAPING. The construction of any structure shall be completed within one (1) year from the date of commencement of such construction. Reasonable decorative landscaping and sod or seed shall be planted on the front and sides of dwelling structures constructed upon Lots in the Subdivision as soon after completion of construction as weather conditions and planting conditions reasonably permit.

7. CARE OF PROPERTY DURING CONSTRUCTION. Each Lot owner shall be responsible to see that its respective builder or contractor exercises good erosion control practices during construction of any improvement and that said contractor and/or the owner of said Lot shall finish grade, seed and mulch the Lot as soon as possible. Straw bale for run off control during construction shall be used if necessary and all streets shall be kept free of transported soil. Thereafter a good turf shall be established and maintained and each Lot owner shall be responsible for maintenance of the drainage swales and drain tiles, if any, within such Lot owner's Lot and along the Lot owner's respective Lot lines.

8. BUILDING LINES. No residence or other structure shall be constructed nearer to the front property line of a Lot than the building setback line as shown on the recorded plat of the Subdivision.

9. EASEMENTS. Strips of real estate of the width as shown on the recorded Plat of Subdivision and marked "Easement" thereon are hereby reserved for the use and benefit of any and all public and quasi public utilities (the "Utilities") serving the Subdivision including, without limitation, installation, access to and maintenance of: water mains; sanitary sewer mains, pumps and systems; storm sewers; surface water drainage; gas lines; cable TV lines; electric lines, poles, transformers and systems; telephone lines, wires, poles and systems; and, such other lines, wires, poles, ducts, pumps and systems as may be reasonable and appropriate for use in the Subdivision, subject at all times to the requirements of all proper governmental and regulatory authorities having jurisdiction or oversight responsibility and to all other Easements and Roads herein reserved. No structure or other improvement, planting or other material shall be erected or permitted to remain within the Easements which may damage or interfere with the installation and maintenance of the Utilities. The Easement area of each Lot shall be maintained continuously by the owner of said Lot so as not to change or obstruct the intended direction of flow of surface water within the Easement as said direction of flow is set forth in the Plat of Subdivision.

FROM:  
COVENANTS & RESTRICTIONS - WILLOW CREEK

PETITION

TO: Drainage Board, Vanderburgh County, Downtown Evansville  
FROM: Munir & Tasmina Quddus, 9200 Ryan Ct  
SUBJECT: Drainage problem at 9200 Ryan Ct  
DATE: September 26, 1994

Dear Board Members:

We built and moved into our home in March, 1994. When we moved in the backyard was not developed at all. In fact for more than two months there was no yard work done by our builder, Larry Duetsch, since a big part of the yard needed to be elevated to level off the yard and to make sure that water does not drain into our neighbour's property. The builder claimed that the developer Bruce Hatfield had the commitment to fix the problem. Finally, after a lot of cajoling, Bruce moved some earth/dirt and the yard was levelled. However, the dirt bought in was half of what was needed to level the entire yard so that the water would flow either into the street, or towards the storm sewage as it should. The result is now we have a good 20 feet of our property chopped off, which not only looks awful but also prevents us from putting a fence in place. In addition, every time we have a good shower, as before, water accumulates in the yard and stays there for several days creating a serious sanitation problem.

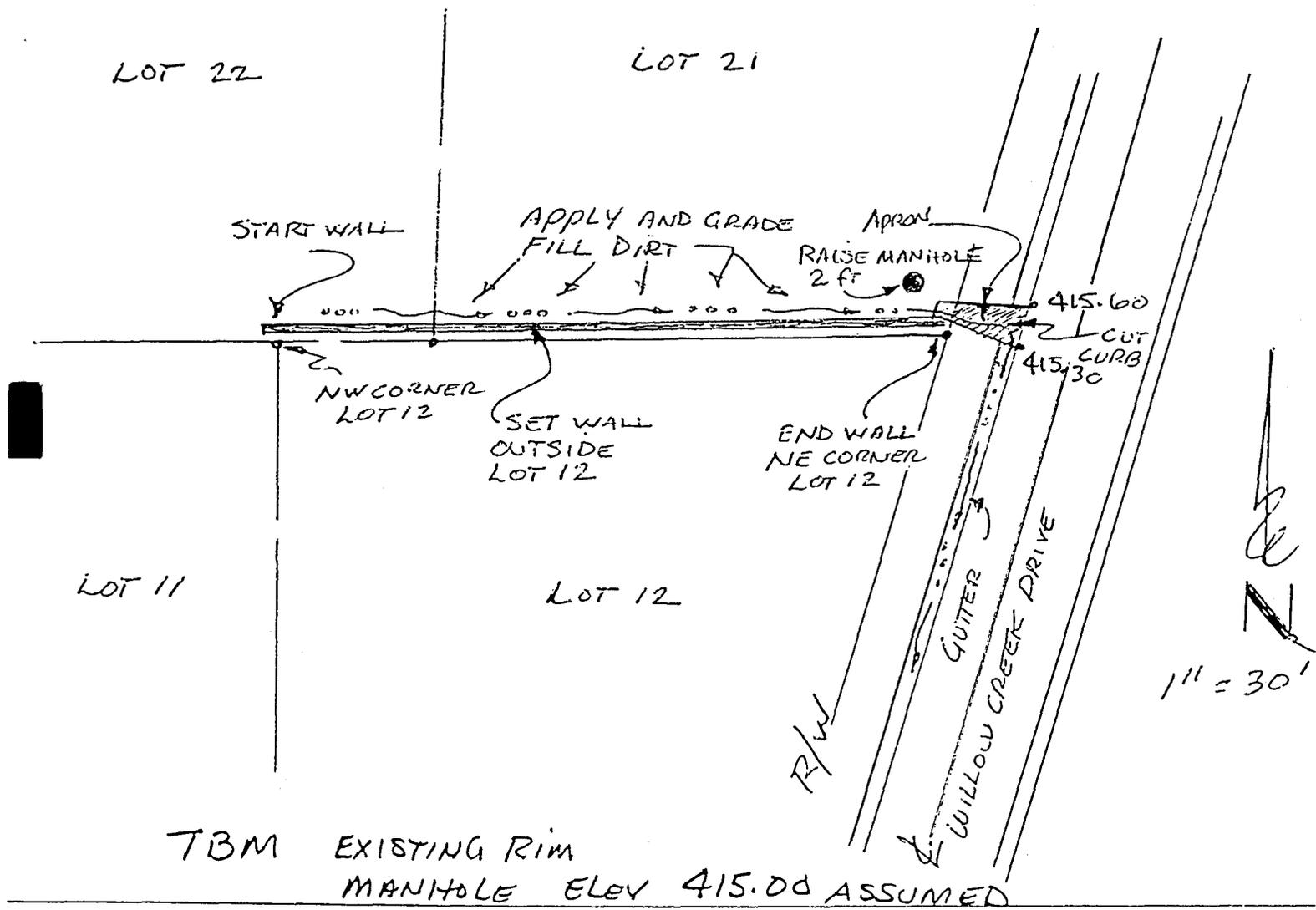
We will greatly appreciate if you convince the builder, Mr. Bruce Hatfield and the builder Mr. Larry Duetsch that it is their contractual obligation to arrange to bring in at least six more trucks of clean dirt and to level off our back yard properly for proper drainage of the water from our property into the street (Willow Creek).

Thank you.

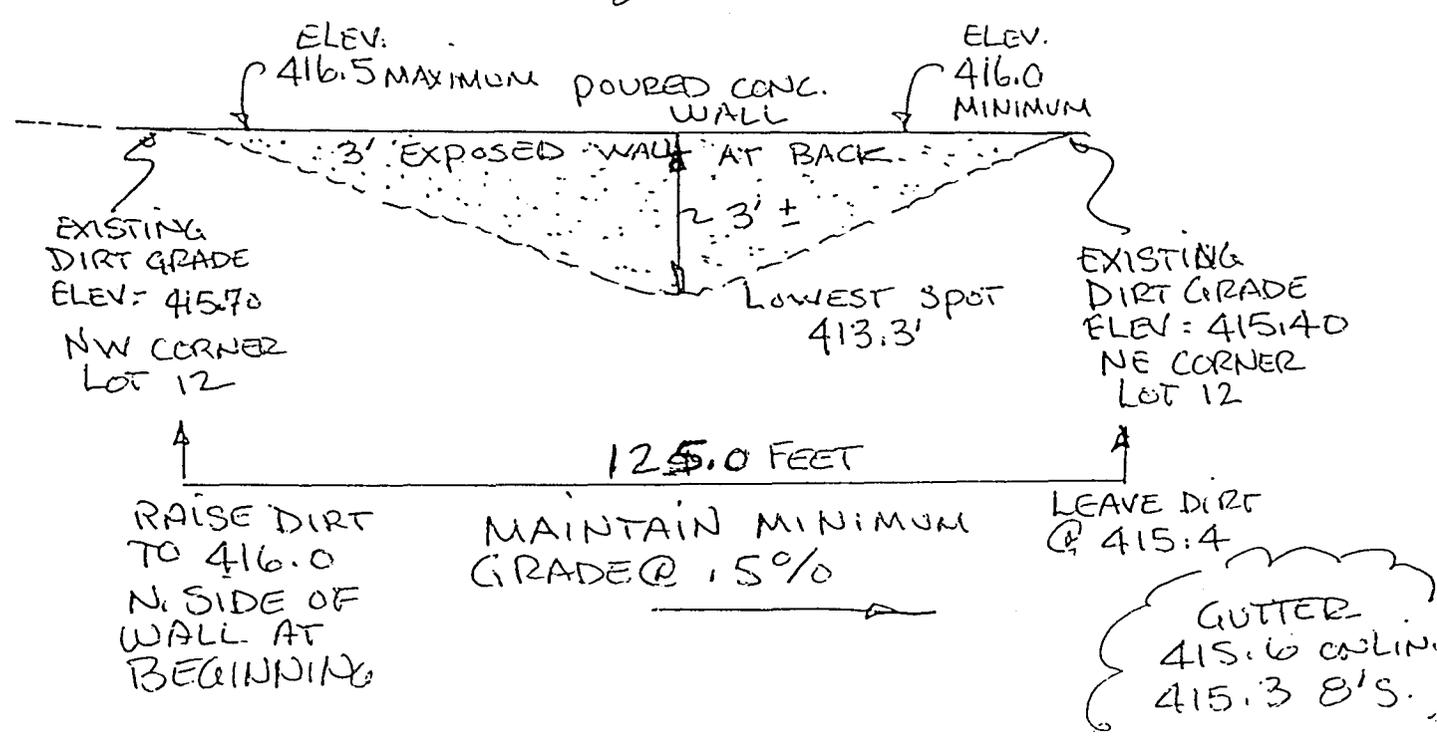
Sincerely yours,

*Munir Quddus*

Munir Quddus, Ph.D  
Tasmina Quddus  
9200 Ryan Ct  
Evansville, IN 47712



WALL MATERIAL, REINFORCEMENT, FOOTERS, DIMENSIONS, WEEP HOLES, FOOTER DRAINS, PSI, ETC., ALL TO BE DESIGNED AND SUPERVISED BY REG. ENGINEER OR ARCHITECT MJD 10/17/94



TRANSCRIPT  
COUNTY COMMISSIONERS MEETING  
OCTOBER 31, 1994

I N D E X

<u>Subject</u>	<u>Page No.</u>
Meeting Opened @ 5:40 p.m. ....	1
Introductions & Pledge of Allegiance .....	1
Approval of Minutes .....	1
(October 24, 1994; Signing of Original Minutes from August 28, 1990 and December 17, 1990)	
County Attorney/Alan M. Kissinger .....	2
Oak Tree Village/Quit Claim Deed (Hold and do not record until County has Hold Harmless or Indemnity Agreement)	
Purchasing Department/Lynn Ellis .....	2
Award of Bid/Expansion of LAN System for Family & Children's Division (Automated Office Solutions in amount of \$63,396.00)	
Proposed Drainage Ordinance/Final Reading .....	2 & 10
(Approved; will now go to Drainage Board on 11/18/94 for their approval; County will officially begin enforcing all provisions of this ordinance on 11/28/94. Developers have until then to request acceptance under the 50 cent rule.)	
Auditorium (Deferred) .....	3
County Attorney/Alan M. Kissinger .....	3
Domestic Violence Ordinance/Final Draft (He will prepare and submit to the Board next week)	
Superintendent of County Buildings/Mark Abell .....	3
County Highway/Bill Morpew .....	3
Weekly Work Report Paving Salt Storage Building	
County Engineer/John Stoll .....	7
Awarding of Contract/VC94-10-01/Installation of Flap Gate and Headwall Installation/Tekoppel Avenue (Deig Bros. - \$3,495.00)	
Awarding of Contract/VC94-10-02/Rehabilitation of Bridge #210 on Baumgart Rd. (J. H. Rudolph & Co. -- \$32,299.00)	
Weight Limit Ordinance (Given to A. Kissinger to put in Ordinance form)	
Request for Acceptance of Storm Sewers in Brookview Heights Sec. VI-B & Ryan Commercial Sub	
Travel Request/Valerie Harry/County Vehicle (approved)	
Travel/Tom Goodman (Using personal vehicle, rather than County vehicle)	
Ohio Street Bridge Plans (Milar signed); we're still shooting for February 1995 letting; still have right-of-way and funding issues to be resolved	

Movement of Cold Box through the City and involvement  
of County Engineer's office

Consent Agenda .....	11
Scheduled Meetings .....	11
County Council Meeting on 11/1/94 @ 2:30 p.m.	
Executive Session @ 4:00 p.m. on 11/7/94	
Special Drainage Meeting 6:30 p.m. on 11/7/94	
Old Business (none) .....	11
New Business (none) .....	11

TRANSCRIPT  
COUNTY COMMISSIONERS MEETING  
OCTOBER 31, 1994

The Vanderburgh County Board of Commissioners met in session at 5:40 p.m. on Monday, October 31, 1994 in the Commissioners Hearing Room with President Pat Tuley presiding.

RE: INTRODUCTIONS & PLEDGE OF ALLEGIANCE

President Tuley called the meeting to order, welcomed the attendees, introduced members of the County Staff (Mark Abell, Supt., County Buildings; County Attorney Alan Kissinger, Commissioner Rick Borries, himself, Commissioner Don Hunter, County Auditor Sam Humphrey and Joanne Matthews, Recording Secretary) and asked the group to stand for the Pledge of Allegiance.

RE: APPROVAL OF MINUTES

President Tuley says he has the minutes of October 24, 1994 for approval.

Motion was made by Commissioner Hunter and seconded by Commissioner Borries to approve the minutes, as engrossed by the County Auditor. So ordered.

Auditor Humphrey noted there are also two sets of minutes from 1990 which were in the files, but not signed, which are being submitted. These were found by the Secretary during a recent search of the files. Commissioner Tuley said he will ask Alan Kissinger about the procedure on these, because only one person on the Board was present at that time -- Commissioner Borries. Do they just need to be submitted as of record, or do they have to be signed?

Attorney Kissinger said our procedure is to approve and sign the minutes. And if the Commissioners are going to maintain that procedure then, yes, that can be done and both of those previous Commissioners are available and can still review those minutes.

**"However, it is not essential that those minutes be signed. Those minutes are considered to be official if they are ever sought to be used as evidence in a Court proceeding, once they are certified by the Auditor. So, the signing of the minutes, as I say, it is an accepted form of procedure -- it is a practice that we have followed for many years -- and I think as far as record keeping and continuity is concerned, it is good that we do that from meeting to meeting. But it is not essential that these be signed. However, I think that you can certainly enter into an acknowledgment that these minutes are from dates past and that to the best of the knowledge of the then sitting Commissioners they are true and accurate as the meeting occurred. I think it totally appropriate to have them signed after the fact. It's what in Court would be called a Nunc Pro Tunc (now for what occurred then). But it is not essential at all that they be signed. But, again, as far as your procedure is concerned that would certainly be an acceptable method of doing it."**

Commissioner Tuley asked, "So would you suggest we just send a copy to the two former Commissioners and ask them to review and sign them, with the proviso that a considerable amount of time has passed, but to the best of their recollection the minutes are reported as recorded and as the meeting occurred."

President Kissinger responded in the affirmative.

The meeting continued with President Tuley asking if there are any individuals/groups who wish to address the Commission but do not find their topic of discussion or their name on the agenda. If so, now is the time to come forward.

RE: COUNTY ATTORNEY - ALAN KISSINGER

Oak Tree Village/Quit Claim Deed: Attorney Kissinger said this is a matter that is really not necessarily a part of his report, but as the Commissioners know, the assisting County Attorney, Keith Rounder, that has been trying to accomplish the sale of Oak Tree Village. As most of the Commissioners know, this is what is referred to as Class "B" Property. In order to facilitate this sale, which is eminent, and to meet the requirements that the title insurance writer has put on this transaction, it has been requested that the Commissioners execute a Quit Claim Deed to certain of these lots within the Oak Tree Village Subdivision and he recommends that the Commissioners do sign this Quit Claim Deed with the understanding that the Quit Claim Deed be held and not recorded until there is an agreement entered into which will either hold the County harmless from any liability that may occur in the future as the result of any unpaid claims or which will indemnify the County if the County should be found responsible. He doesn't think there is any possibility or likelihood that the County will be found responsible, but if we have a Hold Harmless or Indemnity Agreement in hand, then he thinks the signing of the Quit Claim Deed and delivering it and allowing it to be recorded would be totally appropriate to facilitate the sale. He thinks the County is expecting to be paid a considerable amount of delinquent property taxes on this real estate and also it will put it basically back on the tax rolls. They will start paying taxes again. But he does agree with the County Auditor, that the Hold Harmless or Indemnification Agreement should be in place -- and if it is not forthcoming, he thinks we will then just not deliver the deed. But this Quit Claim Deed is not a Warranty Deed and the County is not warranting good title. We are merely saying that our claims have been paid and we are releasing those claims. So, as he said, he recommends the Commissioners sign this tonight -- but that he be allowed to hold this deed and not deliver it until the other matters have been accomplished -- which is the hold harmless or indemnity agreement and, in fact, the payment of the taxes. And he thinks Sam expected that would be done this evening.

Motion to sign the Quit Claim Deed was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered.

RE: PURCHASING DEPARTMENT - LYNN ELLIS

Award of Bid for Expansion of LAN Computer System for Family & Children's Division: Ms. Ellis said it is their recommendation that this bid be awarded to the low responsive and responsible bidder, Automated Office Solutions in the amount of \$63,396.00 and there is sufficient funding for that purchase.

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

RE: PROPOSED DRAINAGE ORDINANCE/FINAL READING

President Tuley said this is the Final Reading of the new Drainage Ordinance. He asked Commissioner Borries if he has comments.

Commissioner Borries stated, "No. I would only say this is the same ordinance that we have discussed and all parties have examined extensively. Mr. President, you may ask for any comments or any remonstrators. However, at this point there have been no changes that I'm aware of in this particular ordinance -- so subject to any discussion, I would move that this ordinance be approved on final reading this date by the Vanderburgh County Commission and then, of course, it will be adopted in exactly the same fashion by the Drainage Board at our official Drainage Board Meeting on November 28, 1994."

Commissioner Tuley asked if there is anyone in the audience who would like to address the Commissioners with regard to this proposed Drainage Ordinance. He thinks we've been hashing this out for about eight or nine months now and thinks we've tried to meet the concerns and questions of all interested parties, developers, plastics people, the community and what have

you. He thinks the final product is something that so far, to his knowledge, has met basically with everybody's approval. He thinks we're ready to bring this to a vote -- but if anyone has further comments, now is the time to come forward.

Commissioner Hunter said, "Well, if you don't mind -- somehow I ended up as President of the Drainage Board with very little or no background and it was obvious there were a lot of holes in the existing drainage ordinance and I'm pleased, to say the least, that over the last two years - - and I also would take my hat off to the Surveyor's office. Bill Jeffers has done a yeoman's job on this. Of course, he's had a lot of support from several people in the community in terms of various kinds of engineering information. I think we have covered the waterfront in attempting to deal with every sector of the community that has an interest in this, whether it be plastics or concrete or homebuilders or whoever it is -- and I feel very good about what we have come up with. I think it obviously is not the final word, but I think it is designed to have some teeth; it is designed to perhaps make those builders and developers who like to skirt on the edge, to think twice about doing that. And I think it is probably flexible enough that as changes occur and changes need to be, that we can also do that, as well. So, no, I'm just pleased and I want to thank everybody who has had a hand in this. Two or three of them almost moved in with us, as every Monday night they'd show up down here. So I realize this is a colorful meeting, but there are a couple of other things that might even be more fun. So I thank you all for taking your time, as well -- because I think we have a good product here, I think we have something we can use and everybody can live with. If that was a motion, Rick, I'd be happy to second it.

Commissioner Tuley entertained further comments. There being none, a motion was entertained.

Motion was made by Commissioner Borries that the Drainage Ordinance be approved on this 31st day of October, 1994 by the Vanderburgh County Board of Commissioners. Seconded by Commissioner Hunter.

President Tuley then asked for a roll call vote: Commissioner Hunter, yes; Commissioner Borries, yes; and Commissioner Tuley, yes. Ordinance declared approved by unanimous affirmative vote.

RE: AUDITORIUM - SANDRA TOTEN

Commissioner Tuley noted that both of these items have been deferred.

RE: COUNTY ATTORNEY - ALAN KISSINGER

Final Draft/Domestic Violence Ordinance: Attorney Kissinger said the only thing he has to report is that we are now in possession of the final draft of the Domestic Violence Ordinance that was supposed to be adopted simultaneously with the City. Now that he has seen the final draft, he is aware that it needs to be re-drafted for the purpose of having it comply with the Vanderburgh County Code of Ordinances and not the Evansville Municipal Code of Ordinances, which he will do and present back to the Commissioners next week.

Attorney Kissinger stated he has nothing further to report.

RE: SUPERINTENDENT OF COUNTY BUILDING - MARK ABELL

Having been recognized, Mr. Abell stated he has nothing to report this week.

RE: COUNTY HIGHWAY - BILL MORPHEW

Weekly Work Report: Mr. Morphew submitted the Weekly Work Report for period of October 21, 1994 thru October 28, 1994.....report received and filed.

Paving: In response to query from Commissioner Borries, Mr. Morphew said they are not currently paving. They had a problem with the paver last week and had to pull it in for repairs - - actually, repairs to both of the burners. They should have it out tomorrow, provided it is not raining. In response to query from Commissioner Borries as to whether we are still doing work in Melody Hills, Mr. Morphew stated, "Yes, sir. They are pouring concrete in Melody Hills. I didn't stop up there today. I did go up there Thursday and Friday, talking to Tom, the inspector. It looks good."

Salt Storage Building: Commissioner Borries said he knows Mr. Morphew will be at the County Council meeting tomorrow, to again address the CCD fund request for the salt storage building. Mr. Morphew said that is correct, along with the appropriations and transfers. Mr. Borries said he understands the meeting is at 2:30 p.m. tomorrow afternoon, rather than Wednesday.

Mr. Hunter said he can be there, if this item is placed on the early part of the agenda. He has a 3:30 p.m. meeting, but if he can get out of here by 3:15 p.m., he will be in good shape.

Mr. Borries said, "I did have the opportunity to talk to Mr. Tim Boisture of Enviro-Group today to just see if we were on the right track on this and saying apparently there was a question by the County Council's attorney (am I correct about that)?"

Mr. Morphew responded, "Yes."

Mr. Borries continued, "Where the soil used to be left outside and questioning the need of that?"

Mr. Morphew again responded, "Yes, sir."

Mr. Borries continued, "And I asked Mr. Boisture about that, since he had been part of this ongoing remediation group effort out at the County Highway Garage. He said, 'Well, definitely it is better to store the salt inside some facility rather than outside on the ground for the obvious reason that it is going to end up in ditches and there could be some contamination'. Not necessarily of the immediate ground there, because he is saying that the soils and everything else have been pretty receptive to absorbing any of the gas or diesel fuels that have gone there. But it is the run-off into the ditches and the other surface water that is going to be involved. And when you have metal buildings with corrosion, they are going to rust. So he did see certainly the reasoning and the need -- you know, if we're going to be dealing with salt in winter weather (which we do) to have it stored someplace where it is out of a contaminated situation. So that is the whole purpose. We're hoping Council is going to understand this."

Commissioner Hunter said, "I think they will. It is my understanding that part of the environmental management has mandated that it either be covered in some way so that there is not this problem of melting and run-off and saturation into the ground -- so you either cover it with a tarp (which is not real effective) or you do it the proper way and put it in some kind of storage building."

Mr. Morphew said, "Yes. It directly addresses ground water run-off and water wells and things like that. It is illegal to contaminate and pollute the ground with any type of chemical."

Mr. Hunter noted that in the cross section taken out there, there is a fresh water table out there that while he doesn't think anybody is using it for drinking, it is quite close to the surface.

Mr. Morphew said, "Yes, sir. There are some in the vicinity. They are not contaminated by anything from the garage, but if you tried to pile up 400 to 600 tons of salt and then tried to cover it with a tarp, there's absolutely going to be some run-off. There is no way we can protect that one hundred percent."

Commissioner Hunter said, "It is my understanding that this building could be constructed before the end of this year. and be paid for next year."

Mr. Morphew replied, "Yes, sir."

Commissioner Hunter turned to Commissioner Tuley and stated, "It is my understanding that the building could be constructed this year if the County Council will approve and then be paid for next year."

President Tuley said, "That is kind of what we were talking about. But what concerns me -- and I think it was the argument of County Council's Attorney -- I want to see us get it put up now and get the use of it. But the only thing is their attorney said (and I wasn't there) is if they approve this, even though he has agreed not to bill us until January and they set aside the money, what happens between now and then? Basically, we are signing a contract when we don't have the money in place for it."

Mr. Hunter stated, "Maybe we don't take possession of the building until it is paid for. Isn't there a point -- like a turnkey type of thing -- you know, there are apartments and other types of buildings -- the reason I'm saying that is, we have an elevator sitting in Bosse High School that is not paid for -- and we don't officially start using it until January 1st. So why couldn't we do this the same way?"

Attorney Kissinger commented, "There isn't any specific reason why we can't do it that way, except that something could occur. Something unforeseen could occur between now and the time we're supposed to put that money in place and pay for that building that would make it financially impossible for us to pay on the contract. If the contractor is willing to enter into a contract that acknowledges that payment cannot be made until after the first of the year, and there may be contingencies which exist that would keep us from paying at that time -- and they will agree not to sue us for that money, then, I mean, it's kind of like building on credit. Then, in that situation we would be avoiding the possibility of a future lawsuit and, hopefully, everything would work out fine. But if that unforeseen incident does occur and we don't have the money to pay, we are either inviting a lawsuit or some contractor is going to put up a building without knowing for sure they are really going to be paid for it."

Commissioner Hunter stated, "The contractor might be interested in that."

Commissioner Borries said, "The only reason I think the whole thing came up -- well, a couple of things -- and I think you were talking about this earlier. You know, it is going to be pretty hard to build something in January, depending on some of the most severe weather. If materials are delivered now, it can be constructed in milder weather than we're going to have in a couple of months. Secondly, there are going to be some price increases he's said he is not going to be able to avoid after the first of the year on certain materials."

Commissioner Tuley said, "Don't misunderstand. Every argument for doing it is right on target and everything else. The only question I'm raising -- and I didn't raise the question; I raised it last week -- only because I wanted the Council to say, 'Yes, go ahead and sign the contract and we'll guarantee we'll fund it'. If they say they will do that tomorrow, go for it."

Commissioner Hunter said, "Let me ask you this. If, indeed, IDEM has mandated -- does this put it in a different ball game? That material must be covered in some way?"

Attorney Kissinger replied, "It means, Mr. Hunter, that we **must** do it, but we must do it one of two ways. With money that we know we have or we must issue bonds in order to be sure we have the money. We still just can't take a flyer on the contract -- unless the builder says, 'Hey, you don't have to guarantee me payment'. Then, fine, you know."

President Tuley said, "I asked department heads -- who had been identified as having CCD money set aside for them next year -- to get their request and go before Council at the December meeting, so we can get a verbal commitment from the State in December that says, 'Yes, blah, blah'. That was the only thing -- you know, trying to make sure that we maybe could do this in December. But if Council says under the provisions you guys said that they will do it, fine."

I just don't want to be chastised by the Council for signing a contract for which the money is not in place for."

Attorney Kissinger said, "What we can take out of the mix here is an incidental act of nature (a tornado, an ice storm or something like that) that would take all of our CCD money and mean that we couldn't do anything then. That could happen."

Commissioner Tuley said, "And that's hard to predict. I mean, all the reasons for doing it are right. And I wish we had the money sitting in the account to do it right now. It would only make sense to do it now and get that thing full of salt so we don't run into a problem like we did last year when we ran out of salt. and had to pay a premium for it."

Auditor Humphrey queried Mr. Morpew concerning the cost of the building.

Mr. Morpew replied, "Right at \$100,000."

Commissioner Tuley said, "That is until the first of January -- then it will be more than that. That is the other reason for wanting to do it now."

Mr. Morpew said he imagines there would probably be a 5% to 8% increase in January.

Auditor Humphrey asked, "Just a thought -- could you put it on the site of the Union Township Overpass or the USI Overpass and take it out of bond money?"

Commissioner Borries asked, "Have we figured the final portions of what we have left in that bond? We're thinking it is going to be \$3.6 million at the max maybe?"

Mr. Humphrey responded, but it was inaudible.

Mr. Borries said, "I was wondering if we could set some funds in place and transfer after the first of the year back into that."

Commissioner Tuley said, "That may be the approach to take. Then if we have any conflict..."

Mr. Borries asked, "What do you think of that, John? Do you think there'd be \$100,000 in the .....?"

Mr. Stoll replied, "I think's there are probably some line items like Lynch Road where I've got that much in there, but it's obligated toward paying off Federal Aid contracts, inspection and things like that. But if it was just a matter of two months, we're not going to need \$100,000 over the next two months for Lynch Road -- so I would think that could work."

Attorney Kissinger cautioned, "The difficulty that may arise there is transferring CCD money back into John's account. I think there's a problem with that."

Auditor Humphrey stated, "You can't do that. Council might authorize a loan from one account to another."

Attorney Kissinger asked, "To be paid back with CCD money?"

Auditor Humphrey responded affirmatively, saying we've done that on one or two occasions.

Commissioner Borries said, "Well, possibly we can research that by tomorrow afternoon."

Mr. Tuley said, "The only reason I'm even raising the question -- the Council can vote and approve it, but if something goes sour...."

Mr. Morpew interjected, "Oh, I understand. The same reason I can't buy a new car -- the

money is not there."

Commissioner Borries said, "If we can examine the statute to see what arrangement could be made for a short term from one account. It seems to me that other than bond, they could be used for other projects -- for which this is a highway project."

Mr. Hunter said, "There was \$10 million in the bond, and I know we haven't used \$10 million."

Mr. Borries asked, "Both projects hardly went \$8 million didn't they? Union Township didn't go over \$4 million."

Auditor Humphrey stated, "I think Union Township was higher than that. But I think when we looked at it last year it was in excess of \$1 million that would be left over."

Commissioner Borries said, "I would like to look at that -- to see what we can do tomorrow."

Mr. Hunter said, "Would it make a difference to declare this an emergency in terms of using that CCD money and putting it back?"

Attorney Kissinger stated, "The only way would be if there were CCD money available now -- we could declare an emergency."

Mr. Hunter said, "Which there is not -- we don't have it, no."

Mr. Borries said, "It seems a shame, because we're going to end up paying more....."

Mr. Hunter interrupted, "Paying more -- and not having it at the time we need it. And, we're skirting with the problem of running into a problem with IDEM from an environmental standpoint. You talked to your man and he indicated we needed it."

Mr. Morphey said, "Well, we do have the ongoing clean-up in progress at the garage anyway - - that remediation -- and we're trying everything in the world, including when we pulled the old gas tanks out of the ground here a month ago -- we're trying everything. We're going to stay squeaky clean there; keep the ground cleaned up and the whole bit. So this is just something else that is needed to stay that way -- and get that salt out of that galvanized building."

Commissioner Borries said, "Well, let's look and see what availability of funds we have."

Attorney Kissinger said he will check the statutes concerning the possibility of that loan.

RE: COUNTY ENGINEER - JOHN STOLL

Awarding of Contract/VC94-10-01/Installation of Flap Gate and Headwall Installation on Tekoppel Avenue: Mr. Stoll said that having taken the bids under advisement, it is his recommendation to award this bid to Deig Bros. in the amount of \$3,495.00.

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

Awarding of Contract/VC94-10-02/Rehabilitation of Bridge #210 on Baumgart Road: Mr. Stoll said having taken these bids under advisement, it is his recommendation to award the bid to J. H. Rudoloh & Co., Inc. in the amount of \$32,299.00.

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

Weight Limit Ordinance: Mr. Stoll said he has a revised copy of the Weight Limit Ordinance to reflect the new postings on the bridges as a result of the last bridge inspection. He needs to

give this to Alan Kissinger for his review, so it can be put in proper form for an ordinance. Mr. Stoll said he is uncertain about any other changes, but the copy he just gave Alan has all the new boat limits.

Brookview Heights Sec. VI-B & Ryan Commercial Subdivision/Request re Acceptance of Storm Drainage Facilities: Mr. Stoll said the new ordinance that is being enacted tonight raises the fee from 50 cents per lineal foot to \$2.00 per lineal foot and we haven't gone out yet and done the final inspection on either of these projects -- so we can't really take any action on it this evening. But he didn't know what to tell these people in regard to the fact that now we would be operating under a new ordinance, he didn't know if their request coming before the ordinance was enacted would let them pay 50 cents per foot, or due to the fact the ordinance had its final reading tonight, whether to charge the \$2.00 per foot.

Commissioner Hunter asked, "Wasn't the feeling on the 50 cents that it was an unrealistic figure because of the cost to us -- and that is the reason we raised it to \$2.00? My feeling is that we go with the \$2.00, because eventually we'll have to use it."

Commissioner Tuley said, "And I agree -- in thought concept -- with what you are saying. The only thing I'm the developer who started this project and you change the rules in the middle of it, I'd rather -- I don't know, you guys...."

Commissioner Borries asked, "Where is the point where we can say this is it?"

Mr. Tuley responded, "I'd say any project started after tonight."

Mr. Stoll interjected, "Tomorrow, when they come in, I would think."

Mr. Hunter asked, "How many feet are we talking about on this storm sewer, do you have any idea on this one?"

Mr. Stoll replied, "They are both fairly small -- I don't have the exact footage."

Attorney Kissinger stated, "I believe the Commissioners can say that anyone who has made application **prior to the adoption of this new ordinance** may be grandfathered, if you will, and can pay the old rate. However, you may also look at each individual case and say, 'These people had plenty of notice. They dug their feet. They didn't get here when they should have and they knew this \$2.00 charge was coming -- and ....'"

Mr. Borries interjected, "We've worked on this ordinance for a year."

Commissioner Hunter interjected, "Yeah, and I think it was pretty well generally accepted among the builders and developers that the 50 cents was a joke. It in no way, shape or form covered what we really needed in order to be realistic and accept these storm sewers."

Attorney Kissinger continued, "I believe if the Commissioners grandfather one you're going to be required to grandfather all of them. I don't think you can pick and choose. You either say, 'Yes, it is effective as of today -- or everyone who made application prior to today is grandfathered'. One or the other."

Commissioner Borries asked, "How many would you estimate would be out there?"

Mr. Stoll replied, "Since there was no provision to prohibit somebody -- if they built a subdivision ten years ago and suddenly decided they wanted it accepted -- we could...."

Mr. Hunter interrupted, "That's right. They could go back eighteen years on us."

Mr. Stoll said, "Ryan Commercial Sub is one of those."

Mr. Hunter noted, "For acceptance -- that is exactly right."

Attorney Kissinger asked, "John, we talked about this. Didn't you say this was five years old?"

Mr. Stoll replied affirmatively.

Attorney Kissinger continued, "It becomes a judgment value really. You do have the authority to grandfather."

Mr. Stoll said, "I think these two -- and I can't remember right offhand if Covington Heights requested storm sewer acceptance -- but that would be the only other one that I could think of that anybody's made any kind of request at all for acceptance. So I don't know if that is good enough. I mean, they did request prior to the ordinance being enacted -- but whether or not that is...."

Mr. Tuley stated, "Your point is right, Rick, in that this has been going on for almost a year now."

Mr. Hunter noted, "Yes, but they've been accepting 50 cents per foot for several. Isn't that right, John?"

Mr. Stoll replied, "I believe it was 1986 or 1988."

Commissioner Borries said, "Let's go back -- and let me hear again what you just said. You have on your desk, in your office or whatever, requests from three subdivisions right now that have actually requested acceptance? So what happens if we say, 'These three we acknowledge; they have been formally brought forward; we grandfathered. As of tonight, other than that, we don't know them. Henceforth, all pay \$2.00 per lineal foot. Is that right?"

Commissioner Hunter addressed Attorney Kissinger, saying, "You indicated that if we grandfathered part -- we'd have to grandfather all."

Attorney Kissinger said, "No. I think any application that has been made as of this date -- and if they're just going through the final details of completing their application or something like that -- you can put a deadline on it. You know, you can say, 'Don't come to me tomorrow and ask to be grandfathered. We've grandfathered the last one. And you can put a number on it. Or, you can say today, if you choose, 'Everyone has had notice, tough luck."

Commissioner Tuley asked, "Well, why don't we say, "Anybody who submits their application within two weeks from today's date or whatever. To be fair and realistic, if you're that close and you're going to be ready to submit your application in two weeks or a month from today - ...."

Commissioner Hunter countered, "But some of these are going to come waltzing in that go back to the 1980's."

Mr. Stoll responded, "That is what Ryan Commercial Sub is."

Mr. Hunter said, "You see, this is what worries me -- that we could end up with subdivisions that really the drainage is not what it should be and we're going to be sitting there at 50 cents per lineal foot or whatever it is trying to maintain those."

Commissioner Tuley asked, "But if they're not what they're supposed to be, don't you make a recommendation that we either accept them or we don't?"

Mr. Stoll replied, "Right. Generally, what we do is we will go out and make an inspection. If things aren't correct, then we'll let the developer know what he needs to do to fix it and he would then fix it and request an inspection again."

Attorney Kissinger said, "John, as I understand it -- this is not a completed application. Am I correct? They are not ready to go with this thing now? Is there still more for them to do?"

Mr. Stoll responded, "Two of the three -- well, we're just waiting on final inspections. That's all we're going to do. I mean, that's all I've got left for my staff to do is go out and check them one more time. So they've built everything; it's just a matter of whether it was all built according to plans."

Attorney Kissinger, "When did they contact your office? I'm just trying to get information for the Commissioners. When did they contact your office and say, 'Now we want to get this thing done.'"

Mr. Stoll said he'd say it has all been within the past week to two weeks.

Attorney Kissinger noted, "When the passage of this new ordinance was eminent."

Mr. Stoll said, "I don't know if they all knew about the new ordinance..."

Attorney Kissinger said, "You don't have to answer, John."

Commissioner Borries said, "The final portion of this little drainage saga will be on November 28th -- that's the Drainage Board Meeting date."

Mr. Stoll asked, "Is that when we will officially start enforcing all provisions of this ordinance??"

Commissioner Borries said, "I move that Vanderburgh County, through the Highway Department, officially start a \$2.00 per lineal foot requirement for all subdivisions after November 28, 1994. That's the date of the Drainage Board's official adoption of that ordinance."

President Tuley stated, "That gives sufficient time for everybody who is still out there to get it in under the 50 cent rule."

Seconded by Commissioner Hunter. So ordered.

Commissioner Borries noted, "That may make the media and it may not -- but it is public record. So we've taken official action here in a public meeting and that's the best we can do."

Mr. Stoll asked, "That is -- if the request is in by that date?"

Commissioner Borries said, "Yes."

Mr. Stoll asked, "The final inspection doesn't have to be done.?"

The Commissioners stated that is correct.

Commissioner Borries reiterated, "But after that date --you know, Don's right. You get into some situations where you could have some subdivisions that have been out there a long time and then they come in with Phase II or Phase III and 'Well, we had it here -- and everything else'....but that's the date."

Mr. Hunter said, "Yes. Because the first year I was in office we looked at this real hard and it turned out there were only two or three developers who were even putting the 50 cents in the till -- and the question was at that time, they didn't know quite what to do with it. We had very little money -- something like \$2,000 or \$3,000. And Bud Bussing and maybe one or two others were really the ones who were legitimate who contributed the money. Well, I could just see developers coming out of the woodwork from all directions to get in on this 50

cent thing."

President Tuley stated, "The only concern I had was changing the rules in the middle of the game. But you've given them sufficient notice through this -- by enacting it the effective the date of that ordinance."

Commissioner Hunter said, "Yes. I agree."

Travel Request/Valerie Harry: Mr. Stoll said this is for purposes of attending a Civil Engineering Seminar in Lafayette, IN on November 9th and 10th. He would recommend the request be approved. Mr. Stoll noted that she will be taking a County vehicle.

Mr. Stoll said he would note that Tom Goodman is attending a seminar in Indianapolis tomorrow. Rather than taking the County vehicle, he took his own personal vehicle. On the original request, it said he would be taking the County vehicle -- and he just wanted to clarify this.

Ohio Street Bridge Plans: Mr. Stoll said he has the milar for these plans to be signed. The final tracings will be taken up to INDOT this week and the Consultant needs the Commissioners' and Auditor's signatures on the title sheet in order for it to be sent up to INDOT. We're still shooting for a February letting. We still have some right-of-way and funding issues to be resolved -- but that is still the target date. He hopes we can keep moving ahead.

Motion to sign the cover sheet was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered.

Mr. Borries said he does understand that Messrs. Spurling and Stoll had a late night experience as what was it that moved through the City? Some kind of big piece of equipment that moved through?

Mr. Stoll said they call it a cold box. It somehow was used to separate gases or somehow associated with furnaces for steel mills, if he remembers correctly. It was going to Crawfordsville, IN and they moved this thing at 2:00 a.m. It came from Mt. Vernon, down Hwy. 62, up Rosenberger to Hogue Road -- and we've got a bridge on Hogue Rd. just east of Rosenberger and that is why he and Tim were there, to make sure nothing happened to the bridge. The moving company put some additional shoring to the bridge and they got probably a couple of hundred of feet from the bridge and blew a gas line and got a hole in the gas tank. So it got a little cold and late.

Mr. Borries asked why they went that route....there was some reason -- it was so big they couldn't get it down the Lloyd?

Mr. Stoll said it was 16-1/2 ft. tall, 18 ft. wide, 120 ft. long and weighed 235,000 pounds. It was on about the (10) axles (he can't remember exactly how many) and they were all hydraulically controlled. Each axle steered independently. He never dreamed they'd make that turn at Rosenberger and Hogue Rd., but they made it. They didn't have the clearance underneath some of the bridges. They couldn't get it under the Barker Avenue Bridge and the pedestrian overpass.

Mr. Borries said he recalls the pedestrian overpass got clipped one time by something else. So John and Tim were out there to see if it was going to be too heavy for the bridges.

Mr. Stoll said the bridges are still there.

RE: CONSENT AGENDA

President Tuley entertained questions or comments re the Consent Agenda. There being none, he entertained a motion.

Motion to approve the Consent Agenda, as printed, was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered.

RE: SCHEDULED MEETINGS

It was noted by Commissioner Tuley that a calendar of scheduled meetings is attached to the meeting agenda. Apparently there is a Council Meeting tomorrow at 2:30 p.m., as opposed to Wednesday, if he understands correctly. Commissioner Hunter said that is correct. There is an Executive Session at 4:00 p.m. on Monday, November 7th, and a Special Drainage Board Meeting at 6:30 p.m.

With regard to the Drainage Meeting, Commissioner Borries said he thinks that particular individual was informed. He saw the letter and it was pretty comprehensive, so he got the message.

Mr. Tuley said it is his understanding from the Surveyor that he has had a lot of contact with that individual and, yes, it did lead to tension.

Mr. Hunter said he thinks he also got one from Darryl Rice at the SCS office.

RE: OLD BUSINESS

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

RE: NEW BUSINESS

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

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

Motion to this effect was made by Commissioner Borries, with a second from Commissioner Hunter. So ordered. Meeting was adjourned at 6:40 p.m.

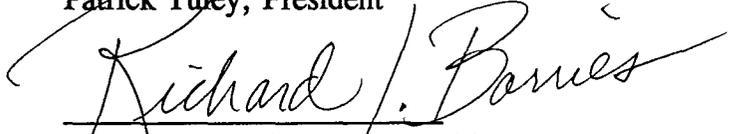
PRESENT:

Patrick Tuley  
Richard J. Borries  
Don L. Hunter  
Sam Humphrey/County Auditor  
Alan M. Kissinger/County Attorney  
Mark Abell/Supt., County Buildings  
John Stoll/County Engineer  
Tim Spurling/Asst. County Engineer  
Bill Morphew/County Highway  
Steve Burger/WIKY  
Chris Rickett/Evansville Press  
Herb Marynell/Evanville Courier

SECRETARY: Joanne A. Matthews



Patrick Tuley, President



Richard J. Borries, Vice President



Don L. Hunter, Member



BOARD of  
COMMISSIONERS  
of the County of Vanderburgh

RICHARD J. BORRIES

DON L. HUNTER

PATRICK TULEY

AGENDA

VANDERBURGH COUNTY COMMISSIONERS  
OCTOBER 31, 1994

5:30 P.M.

**FINAL**

1. CALL TO ORDER - 5:30 P.M.
2. INTRODUCTIONS
3. PLEDGE OF ALLEGIANCE
4. ACTION ITEMS
  - A. Approval of minutes - *DH/RB*
  - B. Any group-individual wishing to address the commission
  - C. Lynn Ellis/Purchasing *Automation Office Solutions - "63, 296."*  
re: award of Bid VC 9416/LAN Computer Expansion System
  - D. Drainage Ordinance  
\*\*Final reading
  - E. Sandra Toton/Auditorium - *Defer*
    - 1) Sigeco Peak Performance Payback check
    - 2) Volunteer Program up-date (deferred until further notice)
5. DEPARTMENT HEADS
 

Alan Kissinger -----	County Attorney
Mark Abell -----	Superintendent of County Buildings
Bill Morphew -----	County Garage
John Stoll -----	County Engineer
6. CONSENT ITEMS - *RB/PJ*

C. Claims for payment.....  
1) Given & Spindler.....5,466.41  
\*reimbursement for expenses per contract

7. SCHEDULED MEETINGS - LIST ATTACHED

8. OLD BUSINESS

9. NEW BUSINESS

10. MEETING ADJOURNED — 6:30 pm

COUNTY ENGINEERING DEPARTMENT

CONSENT AGENDA

OCTOBER 31, 1994

CLAIMS:

MANN ROAD BRIDGE #5 203-4361 WE Ltd. (Inv. #2)	\$9,385.54
ENGINEERING EQUIPMENT 203-4429 I.R.M.C.A. (Seminar 11/1/94)	\$ 20.00
Van Ausdall & Farrar	\$ 15.00
UNION TWP 430 BOND PVC Plastics Co., Inc.	\$ 985.00

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department

BURDETTE PARK

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
118	DOUG DAZA		SECURITY	12 00	10-12-94 ✓
118	DAN KOLB		GUARD	4 50	10-12-94 ✓

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY Mark T. Tubery DATE \_\_\_\_\_

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department VANDERBURGH COUNTY HWY. DEPT. 2010 02010

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
20101041	ERIC A. ACKER	2921 REE ST. 47714	LABORER	11 35	10-25-94
	RETURNED TO WORK, FROM	MEDICAL LEAVE			
	ON 10-25-94.				

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY William F. Mayhew DATE 10-25-94

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department Sheriff

*pl*

## APPOINTMENTS MADE

NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
105-113-00209 Lori Dillback		Clerk/Typist	SICK LEAVE W/INSURANCE	EXPECTED RET 10-18/11-07-

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY

*Ray Dorman*

DATE

10/27/94

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department VANDEBURGH COUNTY ASSESSOR

*pl*

## APPOINTMENTS MADE

NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
10001090 1990 MARY E. BAKER	629 S. HARLAN AVENUE (STW Pd 11/4/94 P.L.)	PART TIME	PER HOUR 5 00	10-20-94

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY

*James L. Angermeyer*

DATE

10-20-94

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department CENTER ASSESSOR

*pl*

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY		EFFECTIVE
				HOUR		
11101990	VERDIA M. COURSEY	10411 ST JOE AVE	PART TIME DEPUTY	5	00	10-25-94 ✓

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY		EFFECTIVE

RECORDER  
COMMISSIONER'S RECORD

SIGNED

*Alvin S. Sturges*

DATE 10-24-94

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department CENTER ASSESSOR

*pl*

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY		EFFECTIVE
				HIR		
11101990	JOE RILEY	7601 OAK HILL RD	PART TIME FIELD DEPUTY	5	00	10/25/94 ✓

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY		EFFECTIVE

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY

*Alvin S. Sturges*

DATE 10-24-94

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department CIRCUIT COURT

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
136.1-1330	MARVIN BRYANT	EMP# 05572	WORK RELEASE OFFICER	4.2028 19,142 /HR	10-23-94
505.0136Z-1220	AMANDA LIGON	EMP# 04195	SECRETARY	20,550 AN	10-23-94
260-1980	PATSY O'BRIEN	EMP#	QMA	6.00 HR	10-17-94

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
136.1-1330	MARVIN BRYANT	EMP# 05572	WORK RELEASE OFFICER	8.7047 18,230 AN	10-22-94
260-1500	AMANDA LIGON	EMP# 04195	SECRETARY	15,271 AN	10-22-94
505.0136Z-1220	AMANDA LIGON	EMP# 04195	SECRETARY	5,587 AN	10-22-94
260-1980	MARY GRIGGS	EMP# 05258	PART-TIME CORRECTION OFFICER	7.00 HR	10-5-94

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY [Signature] DATE OCT 25, 94  
JUDGE

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department CIRCUIT COURT

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
276-1990	HUGH MACKEY	EMP# 05700	PART-TIME CORRECTION OFFICER	7.00 HR	10-9-94

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
276-1990	HUGH MACKEY	EMP# 05700	PART-TIME CORRECTION OFFICER	5.00 HR	10-8-94
260-1430	HARRIS HOWERTON	EMP# 00775	DIRECTOR	OTHER	10-22-94
505.0136Z-1990	MARK BASSEMIER	EMP# 05282	PART-TIME CORRECTION OFFICER	5.00 HR	10-15-94

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY [Signature] DATE 10/25/94

*(Still PC 14/11 P.C.)*

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department Health/ASSIST 215.0 *pl*

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
215.0 111	Jill Sinclair	6521 Greencove Ave. Evansville, IN 47715	ASSIST Coordinator (STILL PAID 11-4-94 Pk.)	21,357.00	10/31/94

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY *Paul D. [Signature]*

DATE 10-27-

# VANDERBURGH COUNTY EMPLOYMENT CHANGES

Department VANDERBURGH SUPERIOR COURT

## APPOINTMENTS MADE

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE
26201980	Stephen M. McGinness		Probation Officer D.C.B. on Saturdays	Other pay 60.00	10/17/94

ATTACH WITHHOLDING EXEMPTION CERTIFICATE WITH THIS FORM

## RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFECTIVE

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY *T. W. [Signature]*

DATE 10/28/94

# VANDEBURGH COUNTY EMPLOYMENT CHANGES

Department

BURDETTE PARK

*er*

RELEASED

	NAME	ADDRESS	POSITION	SALARY	EFFEC
<del>118</del> 116	JAMES GERARD		HEAD GUARD	5 50	10-12-9
118	JAMES TOWNSEND		GUARD	5 25	10-12-9
<del>118</del> 1172	ANDRA MUTH		HEAD GUARD	5 50	10-12-9
<del>118</del> 1170	MELISSA MUENSTERMAN		HEAD GUARD	5 50	10-12-9
118	DANIEL TOWNSEND		GUARD	4 75	10-12-9
118	BEAU SHUMATE		GUARD	5 00	10-12-9
118	JEREMY STEWART		GUARD	5 00	10-12-9
118	JEFFREY YAN		GUARD	5 00	10-12-9
118	JENNIFER HUMMERT		GUARD	4 75	10-12-94
<del>118</del> 1171	ANDREA RAYMOND		HEAD GUARD	5 50	10-12-94
118	JENNIFER FREEMAN		GUARD	4 75	10-12-94
118	GREG BENEDYK		GUARD	4 75	10-12-94
118	TODD FEHD		GUARD	4 75	10-24-94
118	ANTHONY KNIGHT		EMT	5 00	10-24-94
118	ROBERT TOWNSEND		GUARD	4 50	10-12-94
118	MICHAEL DAVIS		GUARD	5 00	10-24-94
118	DARRELL LESLIE		GUARD	4 35	10-24-94
118	ERIN DEICKEN		GUARD	4 85	10-24-94
118	ZACHARY HARL		GUARD	4 50	10-24-94
118	JASON BELM		GUARD	4 75	10-24-94
118	BROOKE MCFALL		GUARD	4 75	10-24-94
118	AARON RALEIGH		EMT	5 00	10-24-94
118	GABE WEISS		GUARD	5 00	10-24-94
118	JONATHON KOCH		GUARD	5 00	10-24-94

RECORDER  
COMMISSIONER'S RECORD

SIGNED BY

*Mark Tuley*

DATE



# November 1994

SUNDAY	MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY	SATURDAY
		1 2:30pm County Council 305 / 60	2 306 / 59	3 307 / 58	4 Pay Day 308 / 57	5 309 / 56
6 310 / 55	7 311 / 54 3:30pm Dept. Head 4:00pm Exec. Session 5:30pm Commissioners 6:30pm Sp. Drainage Board	8 312 / 53 General Election	9 313 / 52	10 314 / 51	11 315 / 50 Veteran's Day	12 316 / 49
13 317 / 48	14 318 / 47 4:30pm Solid Waste 5:30pm Commissioners	15 319 / 46 9:00am Insurance Comm.	16 320 / 45	17 321 / 44 9:00am Steering Comm. 12:00pm PC - Technical 5:00pm Pigeon Creek	18 322 / 43 Pay Day	19 323 / 42
20 324 / 41	21 325 / 40 4:00pm Exec. Session 5:30pm Commissioners 7:00pm Rezoning	22 326 / 39	23 327 / 38	24 328 / 37	25 329 / 36	26 330 / 35
27 331 / 34	28 332 / 33 4:00pm Exec. Session 5:30pm Commissioners 6:30pm Drainage Brd.	29 333 / 32	30 334 / 31 3:30pm Personnel & Finance	Thanksgiving		

October

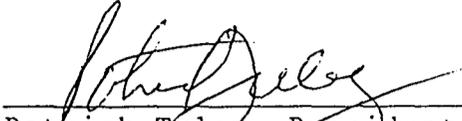
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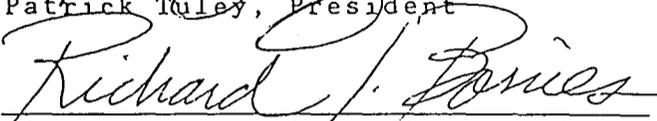
December

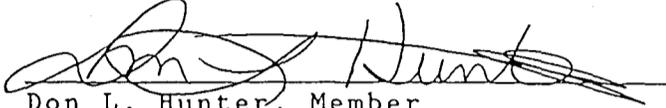
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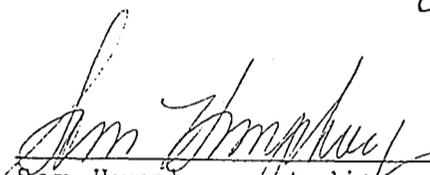
ENACTED at Evansville, Indiana on this 31st day of October, 1994.

THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF VANDERBURGH  
STATE OF INDIANA

  
\_\_\_\_\_  
Patrick Tuley, President

  
\_\_\_\_\_  
Richard J. Borries, Vice President

  
\_\_\_\_\_  
Don L. Hunter, Member

ATTEST:   
\_\_\_\_\_  
Sam Humphrey, Auditor  
Dated October 31, 1994

Adopted and Approved by the Vanderburgh County Drainage Board  
at Evansville, Indiana, on this 28th day of November, 1994.

THE VANDERBURGH COUNTY DRAINAGE BOARD

\_\_\_\_\_  
Richard J. Borries, President

\_\_\_\_\_  
Patrick Tuley, Vice President

\_\_\_\_\_  
Don L. Hunter, Member

ATTEST: \_\_\_\_\_  
Sam Humphrey, Auditor  
Dated November 28, 1994

VANDERBURGH COUNTY HIGHWAY DEPARTMENT

PROGRESS REPORT

FRIDAY, OCTOBER 21, 1994 THRU THURSDAY, OCTOBER 28, 1994

FRIDAY, OCTOBER 21, 1994

Gradall and two crews hauled debris off from the garage.  
Paver, roller, distributor and seven crews paved Booker Road  
and First Ave. Bridge.  
Patch crew worked on Buente Road and St. Joe Road.  
One crew installed gas pump at the garage.

MONDAY, OCTOBER 24, 1994

Paver, roller, distributor and seven crews paved 1st Ave.  
Bridge.  
Gradall and one crew ditched Mill Road.  
Pothole patcher and one truck worked on Bayou Creek.  
One crew worked at the garage on yard.  
Summer crew cleaned up yard.

TUESDAY, OCTOBER 25, 1994

Paver, roller, distributor and seven trucks paved New Maple.  
Gradall and one crew installed culvert on Barberry.  
Pothole patcher and one crew worked on work orders.  
Loader and one crew hauled trash from garage.  
Grader graded Happe, King and Seminary.  
Mower worked on Middle Mt Vernon and Eichoff.

WEDNESDAY, OCTOBER 26, 1994

Gradall and one crew ditched on Mann Road.  
Loader and one crew hauled trash from the garage.  
Pothole patcher and one crew worked on work orders.  
Grader and three trucks graded and rocked Happe, King and  
Seminary.  
One crew worked on paver.  
Two tree crews worked on Skyline, Kern and 6500 Baseline.  
Four trucks spread rock on Nolan, Little Schmuck and in the  
Bottoms.

THURSDAY, OCTOBER 27, 1994

Gradall and one crew ditched Mann Road.  
Gradall, loader and one crew hauled trash from the garage.  
Pothole patcher and one crew worked on work orders.  
Grader and six crews graded and rocked roads in the bottoms.  
Two tree crews worked on Petersburg Road.  
One crew worked on paver and summer crew worked on work orders.

VANDEBURGH COUNTY BRIDGE CREW  
PROGRESS REPORT  
FRIDAY, OCTOBER 21, 1994 THRU THURSDAY, OCTOBER 25, 1994

FRIDAY, OCTOBER 21, 1994

Crew #1 & backhoe - finished guardrail on Graff Road. aseline  
Crew #2 - work on shoulders on 1st Ave. Bridge.

MONDAY, OCTOBER 24. 1994

Crew #1, #2, & Backhoe - put in field accesson west side of  
West Franklin Road.  
Crew #3 - dig out and replace pipe on Barberry Lane.

TUESDAY, OCTOBER 25, 1994

Crew #1 & Backhoe - clean logs from in front of box culvert on  
St. Joe Road, south of Baseline.  
Crew #2 - work on Upper Mt. Vernon Road.

WEDNESDAY, OCTOBER 26, 1994

Crew #1 & Backhoe - work at Burdette Park.  
Crew #2 - Old Princeton Road.  
Crew #3 - work in back of shop.

THURSDAY, OCTOBER 27, 1994

Crew #1, #2, and Backhoe - put clean out bucket on backhoe, put  
driveway pipe in on N. side of Daniels Ave.  
Crew #3 - trim and paint Browning, Schlensker, Cemetary, Kansas  
Millersburg, and Heckel.



# VANDERBURGH COUNTY ENGINEERING DEPARTMENT

201 Northwest Fourth Street · Suite 307  
Old Vanderburgh County Courthouse  
Evansville, Indiana 47708 · Tel. (812) 424-9603

## Agenda for October 31, 1994

1. Recommendation to award contract VC 94-10-01 Installation of Flap Gate and Headwall Alteration on Tekoppel Avenue to Deig Brothers in the amount of \$3,495.00
2. Recommendation to award contract VC 94-10-02 Rehabilitation of Bridge #210 on Baumgart Road to J.H. Rudolph and Co., Inc. in the amount of \$32,299.00
3. Weight limit ordinance revision
4. Brookview Heights Sec. VI-B and Ryan Commercial Subdivision storm sewer acceptance
5. Travel request for Valerie Harry to attend the "Civil Engineering Professional Development Seminar" in Lafayette, IN on Nov. 9-10
6. Ohio Street bridge plans cover sheet

DH/RB

DH/RB

RB/OH

RB/OH

SUBORDINATION AGREEMENT

PROJECT NO. STP-BRM-480 ( )  
Bridge #3C over Pigeon Ck.  
~~ROAD~~ on Ohio St. in Evansville  
INDOT CONTRACT NO. N/A  
COUNTY Vanderburgh

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_,  
19 \_\_\_\_\_, by and between the Vanderburgh County (hereinafter referred to as the "LPA"),  
acting by and through its Board of Commissioners thereunto duly authorized, and \_\_\_\_\_  
Ameritech

(hereinafter referred to as the "Facility Owner").

WHEREAS, LPA, through the Board of Commissioners, has  
acquired certain lands for highway purposes, (hereinafter called "Highway Right of Way") as located by  
surveys and shown on plans on file in the office of the Vanderburgh  
County Engineer and designed as Project STP-BRM-480 ( )  
Bridge 3C on Ohio Street in Vanderburgh County, approved  
on Oct. 31, 1994 which is generally described as:

Bridge No. 3C Relocation, Project No.: STP-BRM-480(), Des. No. 9286960

Beginning approximately seven hundred (700) feet east of the intersection of Ohio and Ninth Streets, and running to the east for approximately twelve hundred and eighty (1,280) feet and crossing Pigeon Creek approximately one hundred and eighty feet (180) feet north of the existing Ohio Street Bridge.

WHEREAS, Facility Owner is in possession of certain utility right of way in a portion of the same land(s) under grant(s) to Facility Owner or its predecessor and,

WHEREAS, the LPA has constructed or is about to construct, under the Highway Right of Way, a new or improved highway as contemplated by said project, and Facility Owner has made certain alterations and/or relocation of its existing facilities within, or adjacent to, the land covered by the Highway Right of Way to accommodate the new or improved highway;

NOW, THEREFORE, for and in consideration of the mutual covenants and undertakings herein enumerated and other good and valuable considerations, it is hereby agreed by and between the LPA and the Facility Owner as follows:

1. The LPA hereby acknowledges and accepts all rights, powers and privileges of the Facility Owner under its utility right of way, hereinafter referred to as "owner's rights", within the land covered by the Highway Right of Way, including any right it may have to construct, maintain and operate additional facilities in, along, across, above, under or adjacent to the Right of Way involved.

2. Facility Owner agrees that the utility right of way and its rights thereunder shall be subordinate and subject to the Highway Right of Way and the LPA's rights thereunder, to the extent that Facility Owner's exercise of the utility right of way and its rights thereunder interferes with the new or improved highway and for the maintenance and operation of such highway as originally constructed. In the event of the abandonment or other disposition for use for other than Highway purposes by the LPA, of the LPA's Right of Way or any part thereof covered by any Project Agreement, the subordination provided for and established by the foregoing provisions of this Section 2 shall thereupon cease and determine and shall be of no further force and effect as to the Right of Way so affected.

3. Any exercise by Facility Owner of the utility right of way or any of its rights thereunder shall be subject to the LPA's rules and regulations reasonably necessary to the protection of the highway and the public use thereof.

4. Any alteration and/or relocation of any Facility Owner now or hereafter installed subject to Section 3 above, within or adjacent to the land covered by the Highway Right of Way, which is required, either by order of the LPA or by the accepted standards of good industry construction practice, in connection with any exercise by the LPA of the Highway Right of Way or any of its rights thereunder after completion of the original construction of the new or improved highway, shall be performed by Facility Owner but the LPA shall reimburse Facility Owner for the actual reasonable cost to Facility Owner of such performance.

5. This Agreement shall bind and inure to the benefit of the successors and assigns of Facility Owner and the LPA, respectively.

EXECUTED as of the date first herein written.

FACILITY OWNER:

ATTEST:

AMERITECH  
(Facility Name)

\_\_\_\_\_  
(Secretary)

Gary A. Potts  
(Signature of Officer)

\_\_\_\_\_  
(Secretary's Name Printed or Typed)

GARY G. POTTS  
(Officer's Name Printed or Typed)

ENGINEER  
(Officer's Position)

ACKNOWLEDGMENT

State of Indiana County of Vanderburgh, SS:

Before me, the undersigned Notary Public in and for said County, personally appeared \_\_\_\_\_

Gary Potts  
(Names and offices of signers of Facility Owner)

Ameritech  
(Name of Facility Owner)

and acknowledged the execution of the foregoing contract on this 17th day of January, 19 95.

Witness my hand and seal the said last day.

Cynthia L. Evans  
(Signature)

My Commission expires  
9/22/95

Cynthia L. Evans  
(Notary Public Name Printed or Typed)

BOARD OF COUNTY COMMISSIONERS

Richard J. Barnes  
Signature

Richard J. Barnes, Commissioner  
(Print or Type Name and Title)

Patrick Tuley  
Signature

PATRICK Tuley Commissioner  
(Print or Type Name and Title)

Richard E. Moorhead  
Signature

Richard E. Moorhead  
(Print or Type Name and Title)

ATTEST:

Suzanne M. Crouch  
Auditor

Suzanne M. Crouch  
(Print or Type Name)

ACKNOWLEDGMENT

STATE OF INDIANA

COUNTY OF Vanderburgh

On this 23<sup>rd</sup> day of Jan, 19 95 there appeared before me, a Notary Public in and for said (County) \_\_\_\_\_ and \_\_\_\_\_, and \_\_\_\_\_ respectively, of the Board of Commissioners of Vanderburgh County and stated that the above agreement was signed and attested in behalf of said County.

Witness my hand and seal this 23<sup>rd</sup> day of Jan, 19 95  
My Commission Expires:

2-6-96

Billie J. Farrell  
Notary Public

My County of Residence:

Vanderburgh

BILLIE J. FARRELL  
(Printed)



BOARD of  
COMMISSIONERS  
of the County of Vanderburgh

RICHARD J. BORRIS

DON L. HUNTER

PATRICK R. TULEY

## AGENDA REQUEST

NAME OF REQUESTOR: Lynn W. Ellis

REQUESTOR TITLE: Buyer

DEPARTMENT: Purchasing

### REQUEST(S) BEING MADE:

It is the recommendation of the Purchasing Department and the Division of Family and Children that the bid for the LAN Computer Expansion System, Bid No. VC9416, be awarded to Automated Office Solutions, Inc., the low responsive and responsible bidder, in the total amount of \$63,396.00.

The low bidder, Computers Parts & Upgrades, was non-compliant in that systems bid were not Novell tested and certified as required in the Request for Bids, they failed to bid on many component parts, failed to submit Manufacturer specifications as required, and are not able to submit a performance bond. Therefore, the low bidder is not deemed to be responsive.

DATE TO BE PLACED ON AGENDA: October 31, 1994

ACTION XX

CONSENT \_\_\_\_\_

OTHER \_\_\_\_\_



"People  
helping people  
help  
themselves"

Evan Bayh, Governor  
State of Indiana

*Division of Family and Children  
Vanderburgh County Office*

100 E. SYCAMORE STREET, P.O. BOX 154  
EVANSVILLE, IN 47701-0154  
812-421-5500  
TDD: 812-421-5569  
FAX: 812-421-5503

Cheryl Sullivan, Secretary

To: Vanderburgh County Commissioners

Date: October 28, 1994

Subject: RECOMMENDATION on Bid No. VC 9416

EXPANSION OF LOCAL AREA NETWORK

Bid proposals were received from Computers, Parts, & Upgrades, and Automated Office Solutions, Inc.

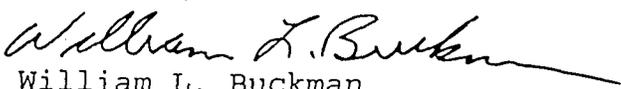
Whereas, the Bid Proposal from Computers, Parts, & Upgrades did not meet the technical specifications of the Request for Bid (specifically, the motherboards for the Server and workstation upgrade and the additional workstations are not Novell tested and certified) and whereas, they did not include bids on all items requested in the Request for Bid and whereas, they did not include Manufacturer's Specifications as required in the Request For Bid; and whereas, they are not able to put up a 100% performance bond, their Bid Proposal is rejected.

Whereas, the Bid Proposal from Automated Office Solutions, Inc. meets or exceeds all the Specifications and criteria as required in the Request For Bid and whereas, the amount of their bid is below the amount budgeted for this project and whereas, further delays in said expansion will result in increased operational and equipment costs we do not deem it advisable in the protection of our best interest to waive any formalities or technicalities of the Request For Bid.

Recommendation

It is, therefore, recommended that Automated Office Solutions, Inc. be awarded the bid.

Sincerely,

  
William L. Buckman  
Director

Equal Opportunity / Affirmative Action Employer



**BID SUMMARY**  
**LAN COMPUTER EXPANSION - FAMILY & CHILDREN**  
**BID NO. VC9416**

BIDDER	COMPUTERS, PARTS & UPGRADES	AUTOMATED OFFICE SOLUTIONS
TOTAL PRICE	\$34,299.09	\$57,779.00
BID FORM 95	Yes	Yes
BID BOND	\$1,714.95 Cashier's Check	\$2,200.00 Cashier's Check
BID PROPOSAL FORM / OFFER FORM	Yes	Yes
EEO PLEDGE	Yes	Yes
WARRANTY INFORMATION	Not provided	Not provided
MANUFACTURER SPECIFICATIONS	Not provided	Yes
DELIVERY SCHEDULE	30 days	30 days
USER REFERENCES	Yes - 4	Yes - 4 Was not provided on required forms.
4.8 FILE SERVER UPGRADE COST	\$4,900.00	\$5,881.00
4.9 UPGRADE WORKSTATION TO FILE SERVER	\$3,786.00	\$5,782.00
4.10 WORKSTATIONS	\$7,264.00/\$1,904.00	\$10,224.00
4.11 WORKSTATIONS	\$3,984.00/\$1,252.50	\$5,475.00/\$4,065.00
4.12 LASERJET PRINTERS	\$6,392.00	\$5,880.00
4.13 PRINT SERVERS	No Bid	\$1,584.00
4.14 FLATBED COLOR SCANNER	\$923.52/\$449.00	\$1,110.00/\$503.00
4.15 UNINTERRUPTIBLE POWER UNITS	\$378.00/\$952.00	\$380.00/\$832.00/ \$9,950.00
4.16 CONCENTRATOR HUBS	No Bid	\$1,446.00
4.17 NETWORK INTERFACE ADAPTER	No Bid	\$245.00

4.18 CABINET/RACK	No Bid	\$1,295.00
4.19 OUTLINE OF COST IN ITEM 3.2.1	Not Provided	\$2,614.00
4.20 WORDPERFECT	No Bid	\$1,150.00
4.21 WORDPERFECT FOR WINDOWS	No Bid	\$730.00
4.22 MICROSOFT WINDOWS	\$130.00	\$150.00
4.23 QEMM	No Bid	\$280.00
4.24 PRO COMM FOR WINDOWS	No Bid	\$240.00
4.25 AVERY LABEL PRO	No Bid	No Bid
4.25 PRO TOOLS FOR WINDOWS	No Bid	\$240.00
4.26 NORTON UTILITIES	No Bid	\$244.00
4.27 MULTIEDIT PRO	No Bid	\$669.00
4.28 GRUMPFISH LIBRARY	\$217.00	No Bid
4.29 WORD WRAPPER	\$99.00	\$83.00
4.30 WORD WRAPPER TOOLBOX	\$232.50	\$122.00
4.31 SIX DRIVER	\$202.00	\$164.00
4.32 COMIX	\$112.88	\$106.00
4.33 CLIPXMS	\$119.00	\$99.00
4.34 BANDIT	\$249.00	\$219.00
4.35 PROVISION BACKUP	\$186.56	\$164.00
4.36 DR.SWITCH-ASE	\$157.50	\$123.00
4.37 TELEPATHY	\$191.63	\$156.00
4.38 CA-VISUAL OBJECTS PRE-RELEASE	No Bid	No Bid
4.39 ESCAPE	\$217.00	\$191.00
4.41 TRAINING	No Bid	\$1,000.00

EXCEPTIONS	Cannot provide performance bond due to cost constraints	None noted
BID COST	\$34,299.09	\$63,396.00
COST OF PERFORMANCE BOND	\$1,714.95	0
TOTAL BID COST	\$36,014.04	\$63,396.00
RECOMMENDED AWARD		\$63,396.00



TRAVEL REQUEST FORM  
FOR  
COUNTY OFFICIALS, DEPARTMENT HEADS AND EMPLOYEES

DATE OF REQUEST: 10/31/94 DEPARTMENT: ENGINEERING

EMPLOYEE (S): VALERIE HARRY  
\_\_\_\_\_  
\_\_\_\_\_

DATES OF TRAVEL: 11/9/94 - 11/10/94

DESTINATION: LAFAYETTE, IN

PURPOSE: CIVIL ENGINEERING PROFESSIONAL DEVELOPMENT SEMINAR

Proof (Copy of brochure or letter) must be attached.

LODGING REQUIRED: 1 NIGHT

MEANS OF TRAVEL: \_\_\_\_\_ COUNTY VEHICLES NUMBER: 90  
OTHER: \_\_\_\_\_

REIMBURSEMENT CLAIMED:

_____	Milage	_____	Parking
<input checked="" type="checkbox"/>	Per Diem	<input checked="" type="checkbox"/>	Registration
_____	Air Fare	_____	Other

APPROVED: John Still  
Department Head

APPROVED: \_\_\_\_\_  
Office Holder

APPROVED BY:  
VANDERBURGH COUNTY COMMISSIONERS this 31<sup>st</sup> day of October, 19 94.

Patrick Tuley  
Patrick Tuley, President

Richard J. Borries  
Richard J. Borries, Vice-President

Don L. Hunter  
Don L. Hunter, Member









