

Mr. Harold Post of BFI approached the podium, identified himself, and said to answer that question -- it comes under the landfill jurisdiction. They are doing a feasibility study and putting demolition material on top of the landfill to re-contour the top. That feasibility study will be done in a few months and a request will be made to IDEM. Whether or not a new fee will come with that will depend upon the feasibility. But the study is under way. To say there will be an answer next Monday, he doesn't think so.

RE: PIGEON CREEK GREENBELT/ JOHN F. W. KOCH

Mr. John F. W. Koch said he is here this evening on behalf of the Pigeon Creek Greenbelt Committee to present to this body the following Petition:

"We, the undersigned Petitioners, certify that we are freeholders of Vanderburgh County, Indiana, residing in the vicinity of Pigeon Creek. We respectfully request that the Board of Commissioners of Vanderburgh County, IN declare the following portion of Pigeon Creek a navigable stream the entire length of Pigeon Creek in Vanderburgh County from its mouth at the Ohio River to the intersection with the County Line."

Mr. Koch said they respectfully request that the Commission act on this in a hasty manner.

Ms. McClintock said the Pigeon Creek Greenbelt Committee has been working on this for several months. Fortunately, Robert Brenner, the County Surveyor found a way that the County could finally take responsibility for an area that has been pushed from one side to the other -- State, Federal, City and County agencies -- for as long as all of those agencies have existed. She did want Jeff Wilhite to comment on the legality of what we're considering and if we could set a date for a vote.

Attorney Wilhite said he reviewed the statute and the Petition seems to comply. The Commissioners now have an obligation under the Statute to ask that a report be prepared to be presented to the Commission to determine the length of Pigeon Creek from the Ohio to the County Line that can be declared navigable. They may already have been done -- he doesn't know. But it needs to be in writing in a report to the Commission. The Surveyor's office could do that.

Mr. Brenner indicated his office can do that.

Continuing, Attorney Wilhite said Statute 13-2-4-2 defines what needs to be in that report. At that point he would suggest a Resolution saying that based upon that report it is resolved that it be declared navigable. If the Commission does vote to declare it navigable, what it does is give to the County the ability to find and enforce obstructions of that navigable way -- just as they would have powers if it were obstructing a highway. Right now under State Law it would be a Class "C" Infraction, which is \$250 per day for violation. Again, it is a daily violation and it would be some teeth to put into the enforcement mechanisms.

In response to questions from Mr. Stevens concerning a definition of navigable, etc., Attorney Wilhite said it is not defined in the statute. Mr. Brenner said it is navigable right now -- before we do anything to it. Mr. John Koch said when he was studying, in his surveying class they were told anything that would float a shingle was considered navigable. There was brief discussion indicating that it was the intention of the Pigeon Creek Committee to coordinate and cooperate with the Levee Authority and Parks Department to develop a greenway along the length of Pigeon Creek and that use would primarily be recreational in use. They do not anticipate ever spending the money to make that into a channel that could accommodate a yacht -- merely fishing, hiking, walking, nature

walks and thaet kind of thing. There are no plans for any marinas along Pigeon Creek. It's for a canoe launch. To do these things takes the vote of the full Commission in a public meeting and those items would have to be budgeted by Council in a public meeting. They anticipate at this point that the initial clean-up would be by volunteer effort -- because there is at this point no money budgeted to do that.

Commissioner Hunter said in researching Pigeon Creek, no one has ever assumed any responsibility. The Corps of Engineers doesn't want to assume responsibility -- in fact, they don't even like to come over here. The DNR in Indianapolis doesn't want to assume any responsibility. As a result, in some cases Piugeon Creek has almost been an open cesspool. It has been the stepchild of the County. This particular movement will permit us to have some local authority if we feel it is necessary, instead of depending on the Federal or State agencies and having nothing accomplished.

Commissioner Borries said he would like to see a copy of the Ordinance. Does this make it different than a legal drain?

Surveyor Robert Brenner stated there is no comparison. On a legal drain, the people's water who flows through it pay for it. In this case, you can use funds from the highway; you can appropriate general funds if you wish. But the statute basically says you have the same rights over this as you have over a County road. You can use bridge funds to remove log jams, etc., right now -- if it's endangering a bridge in some way.

Commissioner Borries asked, "If no one has ever taken any responsibility for Pigeon Creek, how come the Army Corps of Engineers has spent millions of dollars on flood control?"

Mr. Hunter countered, "On flood control, not dumping."

Mr. Borries responded, "Okay, but let's clarify it for the record. I think it's misleading to say no one has ever taken any responsibility. We need to clearly state here that a lot of work has been done on Pigeon Creek -- let's don't mislead folks."

Mr. Brenner said they contacted the DNR and, to their knowledge, no County had ever enacted this ordinance -- but they'd never heard of it either. It is still on the books and after they researched it they felt quite certain it would work and thought it was a good idea.

Mr. Brenner will get a report to the Commissioners and Mr. Wilhite will prepare a Resolution and this matter will be placed on the Commission Agenda for December 16th.

RE: RECOVERY OF LOST FUNDS/VANDERBURGH AUDITORIUM

President McClintock advised that we did recover \$229.32 from Richard Higgins from the Auditorium.

RE: RENEWAL PROPOSALS

Ms. McClintock said each Commissioner should have in his packet some exhibits from Norris Robinson. Mr. Robinson was then recognized.

Mr. Robinson said there are really no changes in the nature of the coverage being provided. We have the same providers (Blue Cross/Blue Shield, Physicnans Health Network and the Welborn HMO), The only change is thaet during this past year PHN discontinued their relationship with Deaconess Hospital and some of the Deaconess-based physicians. The rates have gone up (Welborn -12%) and this is 12% over a two year period. In the other cases, it is a 10% increase. There are four separate contracts for Blue

Cross/Blue Shield and only one on the others. This is for a one year period.

In response to query from Auditor Humphrey, Mr. Robinson said he believes funding is in place to cover the anticipated increase. This is renewal time.

Commissioner Borries said we need to double check to be certain funding is in place.

RE: REVISED AGREEMENT WITH SOUTHWESTERN INDIANA HIGHWAY COALITIO

Ms. Susan Sauls of the Chamebr of Commerce was present and Ms. McClintock said they are requesting that we change fiscal year -- other than that, the agreement is the same -- no additional funds. Ms. McClintock said she believes we can just ask the Attorney to prepare an Addendum to the agreement.

RE: CORRECTIONS OFFICERS CONTRACT ORDINANCE

Ms. McClintock said that each of the Commissioners should have been provided with a copy of the subject contract for review. Larry Downs is present today. He was involved in the negotiation of said agreement, as well as Chuck Whobrey of the Teamsters. Ms. McClintock then entertained questions.

Commissioner Borries asked, "Who will hire these persons under this -- does the Sheriff have any input under this contract? Would Mr. Downs want to comment on this?"

Attorney Larry Downs responded, "Commissioner Borries, my understanding would be that the hiring procedure would be unchanged from the current procedure. My understanding of the hiring procedure is that the Sheriff makes recommendations to the County Commissioners as to who should be hired and the County Commissioners take action on his recommendations."

Ms. McClintock interjected, "Throughi the pink slip process."

Mr. Borries asked, "Is thaet written in here at all?"

Attorney Downs said, "Commissioner Borries, it provides that the County -- I believe the employer is referred to as the County and since the County is technically the employer of the Corrections Officers the County retains the right who to hire."

Mr. Borries asked, "But there is no mention at all of the Sheriff of Vanderburgh County Sheriff in relation to that thaet I see. But that is what you say you cite."

Attorney Downs said, "That is one place clearly, Mr. Borries, that it would be present in the agreement."

Mr. Borries asked, "And then, is there anything -- about the aspect of drug testing here that is part of this agreement -- is there any particular line item you can cite to me that would have to do with like a pre-employment physical to find out if these persons were physically fit to handle the stress and the nature of that particular job?"

Mr. Downs resopnded, "Commissioner Borries, the Union (and it doesn't matter whether it is the County Highway Contract or the Corrections Officers Contract) has nothing to do with a person until that person is hired. That person can be put through a pre-employment physical. That person can be given a pre-employment drug test. That person could be given a pre-employment physchological test. The union is nor bargaining for people before they are hired."