

Vermillion County Commissioners

Meeting Minutes

December 8, 2020

8:15 a.m.

Commissioner's Courtroom, 2nd Floor, Courthouse

- I. **Call to Order.** The Commissioner's convened in a regular meeting on December 8, 2020 at 8:15 a.m. in the Commissioner's courtroom.
- II. **Pledge Allegiance to the Flag.**
- III. **Roll Call.** Members present were President Tim Wilson, Harry Crossley, First Deputy Auditor Stephanie Simpson and County Attorney Jon Spurr. Commissioners Tim Yocum and Auditor Amy Tolbert were absent.
- IV. **Approval of Minutes.** A motion was made by Crossley and seconded by Wilson to approve the minutes from the November 24, 2020 meeting. All in favor, motion carried.
- V. **Approval of Claims.** A motion was made by Crossley and seconded by Wilson to approve the claims for December 11, 2020.
- VI. **Approval of Payroll.** A motion was made by Crossley and seconded by Wilson to approve the payroll for December 11, 2020. All in favor, motion carried.
- VII. **Treasurer's Report / Investment Report.** No comments.
- VIII. **Open Issues**
 - a. **Health Department**
 1. **Covid-19 Update.** Kim Hawkins from the Health Department gave a brief update. Hawkins said as of Sunday December 1, 2020 to December 7, 2020 there has been 122 positive cases in Vermillion County. He said we have had 14 deaths and have tested 5,026 people. He said we're over 800 positive the 122 is from one week only December 1, to December 7.
 2. **On-Site Sewage System Ordinance.** Hawkins said this has been advertised and just needs approval by the Commissioners. A motion was made by Crossley and seconded by Wilson to approve the On-Site Sewage System Ordinance. All in favor, motion carried.
 3. **Retail Food Establishment and/or Bed and Breakfast Ordinance.** Hawkins state this ordinance has not been updated since 1969. He stated that the ordinance has been advertised and needs approval by the Commissioners. A motion was made by Crossley and seconded by Wilson to approve the Retail Food Establishment and/or Bed and Breakfast Ordinance. All in favor, motion carried.
 4. **Board of Health Appointments.**

The Health Department brought two reappointments before the Commissioners to be approved. One was for Judy Howard RN and the second one is Gregory K. Brock DO.

A motion was made by Crossley and seconded by Wilson to reappoint Judy Howard RN to the County Board of Health. All in favor, motion carried.

A motion was made by Crossley and seconded by Wilson to reappoint Gregory K. Brock DO. All in favor, motion carried.
 - b. **Vermillion Rise.** No one present for an update.
 - c. **VTA (Vermillion Trails Alliance).** No comments.

- d. **IT Update.** Nate Hixson with EAS Technology Consultants gave a brief update. He said they have worked with CSI to upgrade the Clerk and the Judges office to the new environment. Hixson said everything else has been finished.
- e. **Courthouse Phone Update / Level365.** Hixson said there is no update on the phones, he said everything is working well.
- f. **Jail Renovation.** Jack Krouse gave a brief update on the cost. He said he sent an email to the Commissioners one on all the funding costs and the other from Baker Tilley on the break down of how the funding would go. Jason Simler gave a brief explanation on how the funding would go for the jail renovation. Funding would come from two different sources, the county has accumulated cash on hand and the balance would have to be financed. Attached is the hand out explaining the cost of the jail.
A motion was made by Crossley and seconded by Wilson to take this before the council for funding. All in favor, motion carried.
Sanjay Petal gave a brief explanation on the Proposal for Geotechnical Engineering Investigation by Patriot Engineering and Environmental, Inc. and requested approval from the Commissioners.
A motion was made by Crossley and seconded by Wilson to approve the Proposal for Geotechnical Engineering Investigation from Patriot Engineering and Environmental, Inc. All in favor, motion carried.
- g. **Handbook.** Spurr said he talked with the Sheriff before the meeting and he is still working on some language for the handbook.
- h. **Highway Capital Improvement Plan.** Crossley said this needs approved by the end of the year. A motion was made by Crossley and seconded by Wilson to approve the Highway Capital Improvement Plan. All in favor, motion carried.
- i. **2021 Bid Specs.** Crossley opened the 2021 Bids specs. Crossley said we have gravel bids, gas bids, and the culvert bids. A motion was made by Crossley and seconded by Wilson to accept all gravel bids, and all culvert bids, and to go with Scott Oil for the gas. All in favor, motion carried.
- j. **2021 Appointments.** Wilson said it would be addressed at the next meeting.
- k. **E911 Address Updates.** Penney Carpenter said there are still 22 people that need addresses. She said 8 are new builds, 3 are hunting cabins, and 5 are currently being lived in. Wilson asked Phelps about this and he said Tim Yocum was taking care of this and going to talk to Derrek Williams. Wilson said hopefully they will have an answer before the next meeting.

IX. **New Business**

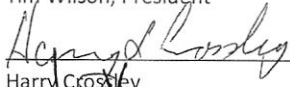
- a. **CASA – Independent Contract Agreement.** The Commissioners discussed the CASA – Independent Contract Agreement. This agreement is between the Vermillion County Commissioners and Dawn Creech as a staff advocate for the Parke-Vermillion County Court Appointed Special Advocate Program. A motion was made by Crossley and seconded by Wilson to approve the agreement. All in favor, motion carried.
- b. **Highway Department Mower.** Wilson said the Highway Department bought a new mower and they would not take the old on a trade in because it was only worth about \$100 dollars. Wilson said they offered it to the highway employees for \$100 and Lonnie Delp said he would buy it. A motion was made by Crossley and seconded by Wilson to sell the old county lawn mower to Lonnie Delp for \$100. All in favor, motion carried.
- c. **County Maps.** Melissa Wible gave a brief presentation on county maps that can be made for any offices wanting them and she stated that the county has access to laminate them.

- X. **Adjourn.** A motion was made by Crossley and seconded by Wilson to adjourn. All in favor, motion carried.

Read in full and approved by the Vermillion County Commissioners on the 22nd day of December, 2020.



Tim Wilson, President



Harry Crossley



Tim Yocum

Attest:



Amy Tolbert, Auditor

**ON -SITE SEWAGE SYSTEM
ORDINANCE NO. 2020- 17
VERMILLION COUNTY, INDIANA**

An Ordinance pertaining to and regulating the design, construction, installation, maintenance and operation of On-site Sewage Systems located within Vermillion County, Indiana and providing for the violation thereof.

Be it ordained by the Board of Commissioners of Vermillion County ("Commissioners") that this Ordinance is adopted as follows:

- 1) TITLE. This Ordinance and all ordinances supplemental or amending hereto shall be known as the On-Site Sewage System Ordinance, and may be cited as such and will be referred to herein as "this Ordinance".
- 2) PURPOSE. The purpose of this ordinance is to provide minimum standards for the prevention and suppression of disease and health risks associated with the use and installation of On-site Sewage Systems and to otherwise promote public safety and welfare and protection of the environment.
- 3) AUTHORITY. The Health Officer of Vermillion County ("Health Officer") and the Health Officer's agents and representatives are hereby authorized to issue permits, collect permit and incidental fees, perform inspections, order or otherwise compel correction of violations of this Ordinance, and are otherwise authorized to perform all actions necessary for the administration and enforcement of this Ordinance.
- 4) ADOPTION OF REGULATIONS BY REFERENCE.
 - a) The regulations of the Indiana Department of Health as found in Title 410 IAC 6-8.3 et. seq., 410 IAC 6-10.1 et. seq., Bulletin S.E. 11, et. seq., as amended ("Applicable Law") are hereby incorporated by reference in this Ordinance.
 - b) Copies of Applicable Law are available at <https://www.state.in.us/isdh/23283.htm> or upon request of the Vermillion County Board of Health ("Board").
- 5) SUPPLEMENTAL DEFINITIONS. In addition to or to otherwise supplement those definitions contained in Applicable Law, which is incorporated herein by reference, this Ordinance shall include the following definitions.
 1. "Business Building": Means that building or structure utilized primarily for a commercial establishment including, but not limited to, office buildings, apartments, condominiums, motels, mobile home parks, churches, campgrounds, schools, hospitals, nursing homes, restaurants, etc., at locations where such facilities may be approvable.
 2. "Duplex": Means a single dwelling under one roof and included in the definition of residence 410 IAC 6-8.3-15 with two separate living quarters for two separate families.
 3. "Multiple Family Unit": Means any building or place used or intended to be used as a place of seasonal or permanent human habitation or for sleeping for more than two families.

4. "On-Site Sewage Systems": Means any sewage disposal facility not owned by a municipality or sanitary district or administered by the State Department of Health and shall include septic tanks, elevated sand mounds or other subsurface absorption fields.
 5. "Planned Development": Means any land development, which requires the specific zoning classification entitled "Planned Development".
 6. "Public Water Supply": Means any water supply regulated by the Indiana Department of Environmental Management.
 7. "Residence": Means a dwelling, as defined in 410 IAC 6-8.3-15.
 8. "Sanitary Privy": Means a privy so located, constructed, and maintained; as defined in Indiana State Department of Health Bulletin S.E. 11.
- 6) SYSTEM REQUIREMENTS. Where a sanitary sewer system is not available, all persons owning, leasing, or otherwise occupying property shall comply with Applicable Law and the following provisions of this Ordinance for an On-Site Sewage System.
- a) No person shall throw, run, drain, seep, or otherwise dispose into any of the surface waters or ground waters of Vermillion County, or cause, permit, or suffer to be thrown, run, drained, allowed to seep or otherwise disposed into such waters, any organic or inorganic matter from an on-site sewage system that would cause or contribute to health hazard or water pollution.
 - b) Privies shall comply with Applicable Law and Indiana State Department of Health Bulletin S.E. 11, as amended. Bulletin S. E. 11 is herein incorporated by reference as part of this section and copies are available at the Vermillion County Board of Health for public inspection. In the case of self-contained chemical toilets, no pit will be required. If a privy, chemical toilet, incinerating toilet, composting toilet, or any other toilet that is not connected to plumbing fixtures is utilized and any additional wastewater is generated from the residence, duplex, multiple family unit, or business building, an on-site sewage system in compliance with this Ordinance must be utilized.
 - c) Should an on-site sewage system fail, the failure shall be corrected by the owner or occupant of the property served by such system within the time limit set by the Health Officer.
 - d) Whenever a sanitary sewerage system becomes available and is within three hundred (300) feet of the property line of developed property in Vermillion County that contains a Residence, Duplex, multiple family unit, or Business Building served by an On-site Sewage System, chemical toilet, composting Toilet, incinerating toilet, privy, or any other toilet not connected to plumbing fixtures, a direct connection of the building sewer shall be made to said sanitary sewer and any septic tanks, seepage pits, outhouses, privy pits and similar sewage disposal and treatment facilities shall be abandoned and filled in a safe and sanitary manner. The direct connection to a sanitary sewerage system shall be made within one hundred eighty (180) days of issuance of orders of connection.
 - e) Whenever a new Residence, Duplex, multiple family unit, or Business Building is to be constructed in an area where a sanitary sewerage system is available as provided in the above paragraph, the landowner shall cause a connection to be made to the sanitary sewer that connection to sanitary sewer shall be made prior to occupancy or approval for connection to sanitary sewer is required before construction of any such project.
 - f) All primary septic tanks in an On-Site Sewage System design shall be a minimum size of one thousand (1,000) gallons below the water line. All additional tanks in an On-Site Sewage System design must be, at minimum, equal size to the primary septic tank.

7) PERMIT PROCESS

- a) Application- Before the commencement of construction, alteration or repair of an On-site Sewage System ("System Install"), the owner shall apply in writing to the Vermillion County Health Department for a permit ("Permit") to construct, alter or repair an On-site Sewage System. The application shall consist of an:
- 1.) application form, as provided by the Vermillion County Health Department
 - 2.) an application fee
 - 3.) a soil analysis report conducted by an IRSS certified professional soil scientist,
 - 4.) a written construction plan with sufficient clarity to verify compliance with the rule. For a new construction, a floor plan of the proposed structure must be submitted
 - 5.) A list of On-Site System components,
 - 6.) As well as any other information required by the Health officer or Applicable Law.
- b) Permit Fees
- 1) A fee is required and such amount shall conform to the fee approved by the Vermillion County Board of Health.
 - 2) A 501c3 organization may be exempted from paying a Permit fee at the discretion of the Health Officer.
 - 3) Any fee required under this section shall be paid prior to Permit issuance.
 - 4) A receipt for the payment of such fees shall be provided by the Vermillion County Health Department and all funds received from the Permit fees shall be transferred to the health fund of Vermillion County.
 - 5) The payment of fees is not transferable or refundable.
- c) Permit Issuance
- 1) A Permit, whether issued prior to or after the adoption of this Ordinance, shall lapse and be void if work has not been started within (1) year after Permit issuance.
 - 2) Because of the hazards regarding potential ground water contamination of wells through the development of subdivisions, Planned Developments, parcels and other divisions of land for development and unless a Public Water Supply is provided, the Health Officer may, at the Health Officer's discretion, decline to issue a Permit if the On-site Sewage System may cause or contribute to a health hazard or an unsanitary condition.
 - 3) Unless a Public Water Supply is provided, the factors to be considered by the Health Officer in making a determination on a Permit include, but are not limited to,
 - (1) the requirements of Rule 410 IAC et. seq., 6-8.3 et. seq., and Rule 410 IAC 6-10.0 et. seq.
 - (2) soil and geological conditions,
 - (3) the depth of the water table and the quantity of water available,
 - (4) evidence of any contaminants existing in the water supply, and
 - (5) the number of the existing or anticipated On-site Sewage systems located within the general area in which the proposed On-site Sewage System is to be built.

8) INSPECTIONS

- a) The Board, or its designee, shall be permitted to enter upon all properties with due notice for purposes of inspection, observation, measurement, sampling and testing necessary to ensure compliance with this Ordinance and to verify no On-site Sewage System has failed.

- i) When deemed necessary, inspections by the Health Officer or his agent may be conducted before permit issuance or construction.
- ii) No construction of the On-site Sewage System may take place if the On-site Sewage System site is disturbed or altered after the on-site soil analysis by the addition of fill material (other than construction necessary for the On-site Sewage System itself) or by cutting, scraping, compaction or the removal of soil, until a new soil analysis has been conducted and a modified permit has been issued. Each septic site must be protected from construction traffic by being roped or otherwise cordoned off. The site owner or his agent is responsible for designing an On-site Sewage System as part of the application process which addresses the demands of the site in accordance with Applicable Law and this Ordinance
- iii) The Vermillion County Health Department is to be given forty-eight (48) hours' notice prior to the covering of any part of the On-site Sewage System in order to be able to conduct a final inspection of the system.

9.) PETITION FOR REVIEW

a) The Board shall hear appeals incidental to the issuance and revocation of Permits and/or Certifications if, within fifteen (15) Days following the date of receipt of Permits and/or Certification, Permit and/ or Certification modification, notice of Permit and/or Certification denial or notice of Permit and/ or Certification revocation, and person aggrieved by such action files a petition for review concerning such action with the Board.

i) A petition for review shall state:

- (1) The name, address and telephone number (if applicable) of the person making the request
- (2) Identify the interests of the petitioner which is affected by the Permit and/or Certification issuance, denial, modification or revocation
- (3) Identify the persons whom the petitioner represents
- (4) State with particularity the issues proposed to be considered
- (5) Include proposed terms or conditions which, in the judgement of the petitioner, would be appropriate to carry out the requirements of law and 410 IAC 6-10.1 et. seq. governing such Permits and/or Certifications.

ii) The procedures established in I.C. 4-21-5, the Administrative Procedures and Orders Act, shall apply to the conduct of the hearing.

10) ENFORCEMENT

- a) Any person found to violating any provision of this Ordinance shall be served by the Board or the duly appointed Health Officer with a written order stating the nature the violation and providing a reasonable time limit, for correction of any violations of this Ordinance. The written order shall be served either by certified mail or personal service by the Health Officer of Vermillion County or his designee.
- b) Any person who shall continue any violation of time Ordinance beyond the time limit provided for correction of any violations of this Ordinance or who shall fail to perform any duty lawfully enjoined or who shall fail, neglect or refuse to obey any lawful order given by the Health Officer shall be punished for the first offense by a fine of \$1,000.00 for the first day, and \$500.00 for each day the violation continues. Each day a violation of this Ordinance continues shall constitute a separate offense for which a separate fine may be levied. Application of this Ordinance or any part of this Ordinance is intended to be consistent with Applicable Law and specifically 410 IAC 6-8.3 et. seq. and 410 IAC 6-10.1 et. seq. and any inconsistency in the direct

application of this Ordinance with said regulations shall be resolved in favor of enforceability of Applicable Law and 410 IAC 6-8-.3 et. seq. and 410 IAC 6-10-1 et. seq.

- c) There shall be a fine of \$500.00 imposed upon any person or entity that fails to obtain a Permit prior to a System Install. This fine shall also apply to installers and developers as well as property owners who fail to ensure that a Permit is obtained prior to System Install or construction of any building or structures on the affected property.
- d) Any ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed, and this Ordinance shall be in full force and effect immediately upon its adoption and its publication as provided by law.

11) Appeals

A. Appeals may be taken from any of the following decisions made by the Vermillion County Health Officer:

- 1. Denial of an application for a construction permit to construct, install, alter or repair an on-site sewage system or privy.
- 2. A determination that work completed, in process or planned, is in violation of any provisions of this Ordinance, or that any other violation of the provisions of this Ordinance exist.
- 3. Order to make a direct connection with a sanitary sewerage system and to abandon an on-site sewage system or privy.

B. The Vermillion County Board of Health shall hear appeals if, within fifteen (15) days following the date of receipt of an issued construction permit, permit modification, notice of permit denial, notice of permit revocation, order to connect to a sanitary sewerage system, or revocation of an installer registration, any person aggrieved by such action files a written appeal concerning such action at the office of the Vermillion County Board of Health.

C. An appeal shall state:

- 1. The name, address and telephone number (if applicable) of the person making the request;
- 2. Identify the interest of the petitioner which is affected by the issuance, denial, modification or revocation;
- 3. Identify any persons whom the petitioner represents;
- 4. State with particularity the reasons for the request;
- 5. State with particularity the issues proposed to be considered;
- 6. Include proposed terms or conditions which, in the judgement of the petitioner, would be appropriate to carry out the requirements of law and 410 IAC 6-10.1 et seq. or 410 IAC 6-8.3 et seq. governing such permits.

D. The Vermillion County Board of Health, upon receipt of such notice and record, shall immediately select a reasonable time and place for the hearing of the appeal and shall give notice in writing to the appellant of the time and place thereof. The hearing on the appeal may be continued from time-to time. Following the conclusion of the hearing the Board shall render a decision within twenty (20) days

thereafter. Any person may appear and testify at such hearing, either by person or by counsel.

- E. The Vermillion County Board of Health shall hear and decide the appeal and may overrule or modify the decision or determination of the Vermillion County Health Officer incorrectly decided the matter. The Vermillion County Board of shall overrule or modify the decision of the Vermillion County Health Officer only if the appellant shows by clear and convincing evidence that:

1. Strict compliance with the provisions of this Ordinance will impose upon such person unusual difficulties and/or particular hardship: AND
 2. That overruling or modifying the decision of the Vermillion County Health Officer.
 - i. will constitute substantial justice,
 - ii. Is in harmony with the general purpose, intent and spirit of this Ordinance
 - iii. will not serve merely as a convenience to appellant,
 - iv. will alleviate a demonstrable hardship and
 - v. surrounding property and the public in general will not be harmed thereby.
- F. A quorum of the Vermillion County Board of Health shall be required to hear an appeal under this Ordinance and a concurring vote of a majority of the members present at the hearing shall be necessary to reverse or modify any determination or decision of the Vermillion County Health Officer.

12) REMEDIES. The Health Officer may, in the name of the Commissioners, bring actions in the Courts of Vermillion County for mandatory and injunctive relief for the enforcement of and to secure compliance with any order or orders made by the Health Officer or to otherwise provide for enforcement of this Ordinance. Any such action for mandatory or injunctive relief may be joined with an action to recover the penalties, cost and expenses provided in this Ordinance. In the event any legal action is necessary to enforce this Ordinance, the Health Officer may seek recovery of cost and expenses reasonably incurred to enforce the provisions of this Ordinance including, but not limited to reasonable attorney's fees.

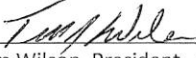
13) SEVERABILITY. Should any section, paragraph, sentence, clause or phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of said Ordinance shall not be affected and shall remain in full force and effect.

14) EFFECTIVE DATE. This Ordinance shall apply to all of Vermillion County, Indiana, as of the date from and after its adoption and approval by the Commissioners as stated herein and any publication as required by law.

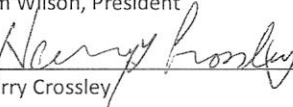
15) REPEALER. The provisions of Health Ordinance 1-1969 are hereby superseded by this Ordinance.

Adopted by the Commissioners in regular meeting on this 8th day of December, 2020.

The Board of Commissioners of the County of Vermillion:




Tim Wilson, President



Harry Crossley

Tim Yocum

ATTEST:


Amy Tolbert, Auditor

RETAIL FOOD ESTABLISHMENT AND/OR BED AND BREAKFAST
ESTABLISHMENT ORDINANCE
ORDINANCE No. 2020-18
In Vermillion County, Indiana

The purpose of this ordinance is to safeguard public health and assure that food provided to consumers is safe, unadulterated, and honestly presented. It established definitions; sets standards for management and personnel; food operators, and equipment and facilities; and provides for Retail Food Establishment and/or Bed and Breakfast Establishment plan reviews, permits, inspections, and employee restrictions.

This ordinance defines Bed and Breakfast Establishment, Conflict of Interest, Vermillion County Health Department, Official Hazard Analysis Critical Control Point, Health Officer, Hearing Officer, Imminent Health Hazard, Inspection Report, Operator, Order, Permit, Person, Retail Food Establishment; and Temporary Food Establishment; requires construction and/or alteration plans; requires a Permit and payment of Permit fees for the operation of Bed and Breakfast Establishment, Retail Food Establishment, and/or Temporary Food Establishment; prohibits sale of adulterated, unwholesome, or misbranded food; regulates inspection of such establishments, provides for compliance and the enforcement of this Ordinance; provides penalties for violations of said ordinance; and incorporates by reference Indiana Code (IC) 16-42-1, IC 16-42-2, IC 16-42-5, Indiana State Department of Health Rule(s) 410 Indiana Administrative Code (IAC) 7-15.5, 410 IAC 7-20, 410 IAC 7-21-47, 410 IAC 7-22 (effective May 2003), 410 IAC 7-23 (effective November 13, 2004) and 410 IAC 7-24 (effective January 2005).

The Vermillion County Health Department is hereby authorized to issue Bed and Breakfast Establishment, Retail Food Establishment and/or Temporary Food Establishment permits, collect Permit fees and penalties, perform inspections, hold hearings, Order or otherwise compel correction of violations of this ordinance, and is otherwise authorized to perform all actions necessary for the administration and enforcement of this ordinance.

Be it ordained by the Board of Commissioners of Vermillion County, State of Indiana, that:

Section A: Definitions

Bed and Breakfast Establishment (as defined in 410 IAC 7-15.5) means an Operator occupied residence that:

- (1) Provides sleeping accommodations to the public for a fee;
- (2) Has no more than fourteen (14) guest rooms;
- (3) Provided breakfast to its guests as part of the fee; and
- (4) Provides sleeping accommodations for no more than thirty (30) consecutive days to a particular guest.

Conflict of Interest (derived from 68 IAC 9-1-1 (b) (2)) means a situation in which the private financial interest of Vermillion County Official, Vermillion County Official's spouse, ex-spouse, siblings, in-laws, children and/or unemancipated child, may influence the Vermillion County Official's judgment in the performance of a public duty. (Note:) The Vermillion County Officials should follow the code of ethics if a code of ethics was established for the Vermillion County Officials.

Vermillion County Health Department means the local health department in Vermillion County or authorized representative having jurisdiction over Bed and Breakfast Establishments, Retail Food Establishments and/or Temporary Food Establishments.

Vermillion County Official means any Official of Vermillion County, Indiana.

Hazard Analysis Critical Control Point (HACCP) Plan (as defined in 410 IAC 7-24) means a written document that delineates for formal procedures for following the Hazard Analysis Critical Control Point principles developed by the National Advisory Committee on Microbiological Criteria for Foods.

Health Officer means the Health Officer having jurisdiction in Vermillion County or his duly authorized representative.

Hearing Officers means an individual or panel of individuals acting in the capacity of a Hearing Officer in proceedings. The Hearing Officer is not the Health Officer or any other employee of the Vermillion County Health Department. (Examples of Hearing Officer could be the Vermillion County Health Board, a subcommittee of the Vermillion County Health Board, a subcommittee of health professionals from the community or any other non-bias third party appointed by the Health Board).

Imminent Health Hazard means any circumstance or situation, which in the opinion of the Health Officer, endangers the health of the general public.

Inspection Report means the document prepared by the Vermillion County Health Department that is completed as the result of the inspection and provided to the Operator.

Operator means the person who has a primary oversight responsibility for operation of the establishment through ownership, or lease or contractual agreement, and who is responsible for the storage, preparation, display, transportation or serving of food to the public.

Order (derived from IC 4-21.5-1-9) means a Vermillion County Health Department action of particular applicability that determines the legal rights, duties, privileges, immunities, or other legal interests of one (1) or more specific Persons. The term includes a permit.

Permit means the document issued by the Vermillion County Health Department that authorizes a Person to operate a Bed and Breakfast Establishment, Retail Food Establishment, and/or Temporary Food Establishment.

Person means an association; a corporation; an individual; partnership; or other legal entity, government, or governmental subdivision or agency.

Retail Food Establishment (as derived from 410 IAC 7-24) means

(a) An operation that:

(1) Stores, prepares, packages, serves, vends, or otherwise provides food for human consumption, such as:

- (A) A restaurant;
- (B) A satellite or catered feeding location;
- (C) A catering operation if the operation provides food directly to a consumer or to a conveyance used to transport people;
- (D) A retail meat market, fresh fruit & vegetable market, poultry market, fish market, delicatessen, confectionery, candy kitchen, nut store or retail bakery;
- (E) A grocery store;
- (F) A convenience store;
- (G) A vending location;
- (H) A Conveyance used to transport people;
- (I) A private, public or non-profit organization routinely serving food;
- (J) A tavern, bar, cocktail lounge, night club, tea room, coffee shop, café, cafeteria, or soda fountain;
- (K) An institution, or
- (L) A food bank; and
- (M) That relinquishes possession of food to a consumer directly or indirectly through a delivery service, such as home delivery of grocery orders or restaurant takeout orders, or delivery service that is provided by common carrier.

(b) The term included the following:

- (1) An element of the operation, such as transportation vehicle or a central preparation facility that supplies a vending location or satellite feeding location unless the vending or feeding location is permitted by the regulatory authority.
- (2) An operation that is conducted in a mobile, stationary, temporary, or permanent facility or location, where consumption is on or off the premises, and regardless of whether there is a charge for the food.

Temporary Food Establishment (as defined in 410 IAC 7-24) means a Retail Food Establishment that operates for a period of no more than fourteen (14) consecutive days in conjunction with a single event or celebration with the approval of the organizers of the event or celebration.

Section B: Permits

General: It is unlawful for a Person to operate any Bed and Breakfast Establishment, Retail Food Establishment and/or Temporary Food Establishment in Vermillion County, without first obtaining a valid Permit from the Health Officer. The valid Permit must be posted in a conspicuous location in the Bed and Breakfast Establishment, Retail Food Establishment and/or Temporary Food Establishment.

Only persons who comply with the applicable requirement of 410 IAC 7-15.5 and/or 410 IAC 7-24 will be entitled to obtain and keep a Permit.

A separate Permit shall be required for each Bed and Breakfast Establishment, Retail Food Establishment and/or Temporary Food Establishment operated or to be operated by any person.

A Permit issued under this ordinance is **not transferable**.

A Bed and Breakfast Establishment and/or Retail Food Establishment Permitted by Vermillion County Health Department shall be considered registered as required in IC 16-42-1-6.

Permit Period: A Permit for a Bed and Breakfast Establishment and/or Retail Food Establishment shall be issued for a term beginning January 1, and/or before commencement of operation, and expiring December 31, of the same year and shall be applied for by the Person and/or Operator annually.

A Permit for a Temporary Food Establishment shall be for the term of one continuous operation.

Permit Content: Any Permit issued by the Health Officer shall contain

- (1) the name and address of the Person and/or Owner to whom the Permit is granted;
- (2) the name and location of the establishment for which the Permit is issued.
- (3) the issuance and expiration date(s); and
- (4) other such pertinent data as may be required by the Vermillion County Health Officer.

Application: A Person desiring to operate a Bed and Breakfast Establishment, Retail Food Establishment and/or Temporary Food Establishment shall submit to the Vermillion County Health Department a written application for a Permit on a form provided by the Vermillion County Health Department.

Content of the Application: The application shall include:

- (1) The name, mailing address, telephone number, and original signature of the Person and/or Operator applying for the Permit and the name, mailing address, and Location of the Bed and Breakfast Establishment, Retail Food Establishment and/or Temporary Food Establishment.
- (2) Information specifying whether the Bed and Breakfast Establishment, Retail Food Establishment and/or Temporary Food Establishment is owned by an association, corporation, individual, partnership, or other legal entity,
- (3) A statement specifying whether the Bed and Breakfast Establishment, Retail Food Establishment and/or Temporary Food Establishment:
 - (A) If not permanent, is mobile and/or temporary, and
 - (B) The operation includes one (1) or more of the following:
 - (1) Prepares, offers for sale, or serves potentially hazardous food:
 - (a) Only to order upon a consumer's request;
 - (b) In advance in quantities based on projected consumer demand and discards food that is not sold or served at an approved frequency, or
 - (c) Using time, rather than temperature, as the public health control as specified under 410 IAC 7-24.
 - (d) Prepares acidified foods as defined in 410 IAC 7-21-3.

- (2) Prepares potentially hazardous food in advance using a food preparation method that involves two or more steps which may include combining potentially hazardous ingredients; cooking; cooling; reheating; hot or cold holding; freezing; or thawing;
 - (3) Prepares food as specified under item (3) (B) (2) of this section for delivery to and consumption at a location off the premises of the Bed and Breakfast Establishment and/or Retail Food Establishment where it is prepared.
 - (4) Prepares food as specified under item (3) (B) (2) of this section for service to a highly susceptible population, as defined in 410 IAC 7-24.
 - (5) Prepares only food that is not potentially hazardous; or
 - (6) Does not prepare, but offers for sale only prepackaged food that is not potentially hazardous.
-
- (4) The name, title, address, and telephone number of the Operator directly responsible for the Bed and Breakfast Establishment, Retail Food Establishment And/or Temporary Food Establishment.
 - (5) The name, title, address, and telephone number of the Person who functions as the Immediate supervisor or the Person specified under subdivision (4) of this section such as the zone, district, or regional supervisor;
 - (6) The names, titles, and addresses of:
 - (A) The Persons comprising the legal ownership as specified under subdivision (2) of this section including the owners and Operators, and
 - (B) The local resident agent if one is required based on the type of legal ownership.
 - (7) A statement signed by the application that:
 - (A) Attests to the accuracy of the information provided in the application, and
 - (B) Affirms that the applicant will:
 - (1) Comply with this ordinance and
 - (2) Allow the Vermillion County Health Department access to the Bed and Breakfast Establishment, Retail Food Establishment and/or Temporary Food Establishment and records as specified in 410 IAC 7-24
-

(8) Other information required by the Vermillion County Health Department.

Qualifications: To qualify for a Permit, an applicant must:

- (1) Be an owner and/or Operator of the Bed and Breakfast Establishment, Retail Food Establishment and/or Temporary Food Establishment;
- (2) Comply with the requirements of this ordinance;
- (3) Agree to allow access to the Bed and breakfast Establishment, Retail Food Establishment and/or Temporary Food Establishment and provide required Information; and
- (4) Pay the applicable Permit fees at the time the application is submitted.

Plans Requirements: (a) The owner or other authorized agent of an existing or proposed Bed and Breakfast Establishment and/or Retail Food Establishment shall submit to the Vermillion County Health Department properly prepared plans and specifications for review and approval before:

- (1) The construction of a Bed and Breakfast Establishment and/or Retail Food Establishment;
 - (2) The conversion of an existing structure for use as a Bed and Breakfast Establishment and/or Retail Food Establishment; or
 - (3) the remodeling of a Bed and Breakfast Establishment and/or Retail Food Establishment or a change of type of Bed and Breakfast Establishment and/or Retail Food Establishment or food operation if the Vermillion County Health Department determines that plans and specifications are necessary to ensure compliance with this section.
- (b) The plans and specifications for a Bed and Breakfast Establishment and/or Retail Food Establishment shall include, the type of operation, type of food preparation (as specified in Appendix B of the published version of 410 IAC 7-24), and the menu.
- (c) The plans and specifications shall be deemed satisfactory and approved by the Vermillion County Health Department before a Permit can be issued.
- (d) A pre-operational inspection shows that the Bed and Breakfast Establishment and/or Food Establishment is built or remodeled in accordance with the approved plans and specifications and that the establishment is in compliance with this ordinance, 410 IAC 7-24 and/or 410 IAC 7-15.5.

Change of Ownership: The Vermillion County Health Department may renew a Permit for an existing Bed and Breakfast Establishment, and/or Retail Food Establishment or may issue a Permit to a new owner of an existing Bed and Breakfast Establishment and/or Retail Food Establishment after a properly completed application is submitted, reviewed, and approved, the fees are paid, and an inspection shows that the establishment is in compliance with this ordinance.

Responsibilities of the Operator: Upon acceptance of the Permit issued by the Vermillion County Health Department, the Operator in order to retain the Permit shall:

- (1) Comply with the provisions of this ordinance and all laws and rules adopted by reference herein and the conditions of any variances granted by the Indiana State Department of Health.
- (2) Immediately discontinue affected operations and notify the Vermillion County Health Department if an Imminent Health Hazard may exist;
- (3) Allow representatives of the Vermillion County Health Department access to the Bed and Breakfast Establishment and/or Retail Food Establishment at all reasonable times;
- (4) Comply with directives of the Vermillion County Health Department including time frames for corrective action specified in Inspection Reports, notices, Orders, warnings, and other directives issued by the Vermillion County Health Department in regard to the Operator's Bed and Breakfast Establishment and/or Retail Food Establishment or in response to community emergencies;
- (5) Accept notices issued and served by the Vermillion County Health Department; and
- (6) Be subject to the administrative, civil, injunctive, and criminal remedies authorized in law for failure to comply with this ordinance or a directive of the Vermillion County Health Department.
- (7) Post the Permit in a location in the Bed and Breakfast Establishment and/or Retail Food Establishment that is conspicuous to consumers;

Section C: Permit Fees

It shall be unlawful for any Person to operate a Bed and Breakfast Establishment, Retail Food Establishment and/or Temporary Food Establishment in Vermillion County, who has not paid the Permit fee required to be paid for the operation of such establishment.

The fee shall be paid for a term beginning January 1, and/or before commencement of operation and expiring December 31, of the same year and shall be applied for by the Person and/or Operator annually.

Permit fees for the issuance of a Permit under this Ordinance to a Bed and Breakfast Establishment, a Retail Food Establishment and/or Temporary Food Establishment shall conform to the fee schedule set by the Vermillion County Health Board.

A receipt for the payment of such fee shall be provided by the Vermillion County Health Department and all funds received from the Permit fees shall be transferred to the Fund of Health Fund of Vermillion County.

The payment of such fees shall be required for each Bed and Breakfast Establishment, Retail Food Establishment and/or Temporary Food Establishment operated or to be operated by any Person.

Exemption from Permit Fees: An organization that is exempt from the Indiana Gross Income Tax under Indiana Code 6-2, 1-3-20 through 6-2, 1-3-22 and offers food for sale to the final consumer at an event held for the benefit of the organization is exempt from the payment of fees. This exemption only applies to organization(s) that meet the criteria addressed in Indiana Code 16-42-5-4. The Health Officer shall be provided, upon request, proof of an organization's tax exemption.

Late Fees: A late fee for failure to pay the permit fee prior to the operation of the Bed and Breakfast Establishment and/or Retail Food Establishment or the late fee for failure to renew a permit after the expiration of the permit to operate a Bed and Breakfast Establishment and/or Retail Food Establishment shall be assessed. All assessed late fees shall conform to the fee schedule ordinance approved by the Vermillion County Commissioners and upon receipt shall be transferred to the Health Fund of Vermillion County. (See 410 IAC 7-24)

The payment of fees under this ordinance is not transferable or refundable.

Section D: Inspection

General: The Vermillion County Health Department shall inspect a Bed and Breakfast Establishment and/or Retail Food Establishment at least once per calendar year.

The Vermillion County Health Department may increase the interval between inspections beyond 1 year if;

- (1) The Bed and Breakfast Establishment and/or Retail Food Establishment is fully operating under an approved and validated Hazard Analysis Critical Control Point (HACCP) plan(s);
- (2) The Bed and Breakfast Establishment and/or Retail Food Establishment is assigned a less frequent inspection frequency based on a written risk-based inspection schedule that is being uniformly applied throughout the jurisdiction.
- (3) The Vermillion County Health Department may contact the Operator to determine that the nature of the food operation has not changed.

Temporary Food Establishment: The Vermillion County Health Department shall periodically inspect throughout its Permit period a Temporary Food Establishment that prepares, sells, or serves unpackaged potentially hazardous food and may inspect a Temporary Food Establishment that prepares, sells or serves unpackaged, non-potentially hazardous food that:

- (1) Has improvised rather than permanent facilities or equipment for accomplishing functions such as hand washing, food preparation and protection, food temperature control, ware-washing, providing drinking water, waste retention and disposal, and insect and rodent control; or
- (2) Has untrained food employees.

Performance and Risk Based Inspections: Within the parameters specified in the above Inspection Subsection(s) of this Ordinance, the Vermillion County Health Department shall prioritize, and conduct more frequent inspections based upon its assessment of a Bed and Breakfast Establishment and/or Retail Food Establishment's history of compliance with this ordinance and the Bed and Breakfast Establishment and/or Retail Food Establishment's potential as a vector of foodborne illness by evaluating;

- (1) Past performance, for violations of 410 IAC 7-15.5, 410 IAC 7-20 and/or 410 IAC 7-22 and/or 410 IAC 7-24 and or HACCP plan requirements that are critical or non-critical.
- (2) Past performance, for numerous or repeat violations of 410 IAC 7-15.5 and/or 410 IAC 7-20 and/or IAC 7-24 and/or HACCP plan requirements that are non-critical.
- (3) Past performance, for complaints investigated and found to be valid;
- (4) The hazards associated with the particular foods that are prepared, stored, or served.
- (5) The type of operation including the methods and extent of food storage, preparation, and service;
- (6) The number of people served; and
- (7) Whether the population served is a highly susceptible population.

Access Allowed at Reasonable Times After Due Notice: After the Vermillion County Health Department presents official credentials and provides notice of the purpose of and the intent to conduct an inspection, the Operator shall allow the Vermillion County Health Department to determine if the Bed and Breakfast Establishment, Retail Food Establishment, and/or Temporary Food Establishment is in compliance with this ordinance by allowing access to the establishment, allowing inspection, and providing information and records specified in this ordinance. The Vermillion County Health Department is entitled the information and records according to IC 16-42-1-13 and IC 16-42-5-23, during the Bed and Breakfast Establishment and/or Retail Food Establishment's hours of operation and other reasonable times.

Access is a condition of the acceptance and retention of a food establishment Permit to operate.

If access is denied, an Order issued by the appropriate authority allowing access may be obtained according to law. (See IC 16-20-1-26)

Inspection Reports: At the conclusion of the inspection, the Vermillion County Health Department shall provide a copy of the completed Inspection Report and the notice to correct violations to the Operator or the Person-in-charge, as required under IC 16-20-8-5.

Timely Correction of Critical Violations: Except as specified in the next paragraph, an Operator shall at the time of inspection correct a critical violation of 410 IAC 7-15.5, 410 IAC 7-20 and/or 410 IAC 7-22 and/or 410 IAC 7-24 and implement corrective actions for a HACCP plan provision that is not in compliance with its critical limit.

Considering the nature of the potential hazard involved and the complexity of the corrective action needed, the Vermillion County Health Department may agree to or specify a longer time frame after the inspection, for the Operator to correct critical code violations or HACCP plan deviations.

After receiving notification that the Operator has corrected a critical violation or HACCP plan deviation, or at the end of the specified period of time, the Vermillion County Health Department shall verify correction of the violation, document the information on an Inspection Report, and enter the report in the Vermillion County Health Department's records.

Refusal to Sign Acknowledgement: Refusal to sign an acknowledgment of receipt will not affect the Operator's obligation to correct the violations noted in the Inspection Report within the time frames specified.

A refusal to sign an acknowledgment of receipt is noted in the Inspection Report and conveyed to the Vermillion County Health Department historical record for the Bed and Breakfast Establishment, Retail Food Establishment, and/or Temporary Food Establishment.

The Operator is not necessarily in agreement with the findings of the Vermillion County inspection by acknowledgement of receipt.

Public Information: Except as specified in section 176 (Trade Secrets) of 410 IAC 7-20, the Vermillion County Health Department shall treat the Inspection Report as a public document and shall make it available for disclosure to a Person who requests it as provided in law. (See IC 16-20-8-6)

Section E: Compliance and Enforcement

Application Denial: If an application for a plan renew and/or Permit to operate a Bed and Breakfast Establishment, Retail Food Establishment and/or Temporary Food Establishment is denied, the Vermillion County Health Department shall provide the applicant with a notice that includes:

- (1) The specific reasons and rule citations for the application and/or Permit denial;

- (2) The actions, if any, that the applicant must take to qualify for the application and/or Permit; and
- (3) Advisement of the applicant's right of appeal and the process and time frames for appeal that are provided in law.

Permit Suspension: The Vermillion County Health Department may suspend a Permit to operate a Bed and Breakfast Establishment, Retail Food Establishment and/or Temporary Food Establishment without notice or hearing for a period of no more than thirty (30) days, if it is determined through inspection, or examination of employees, food, records, or other means as specified in this ordinance, that an Imminent Health Hazard exists.

Ceasing Operation and Contacting the Vermillion County Health Department: An Operator of a Bed and Breakfast establishment, Retail Food Establishment and/or Temporary Food Establishment shall immediately discontinue operations and notify the Vermillion County Health Department if an Imminent Health Hazard may exist because of an emergency such as a fire, flood, extended interruption of electrical or water service, sewage backup, misuse of poisonous or toxic materials, onset of an apparent foodborne illness outbreak, gross insanitary occurrence or condition, or other circumstance that may endanger public health. The Vermillion County Health Department may be contacted during normal business hours at (765) 832-3622. An Operator need not discontinue operations in an area of an establishment that is unaffected by the Imminent Health Hazard.

Resuming Operation: If a Bed and Breakfast Establishment, Retail Food Establishment and/or Temporary Food Establishment has discontinued operations for the reasons stated above or otherwise according to law, the Operator must obtain approval from the Vermillion County Health Department before resuming operations.

Outstanding Fees: Any outstanding fees may be a condition upon which a permit may not be issued.

Enforcement Options: (See IC 16-42-5-28 (g))

Section F: Appeals Section

- (1) Any Person(s) aggrieved by Order issued under the Enforcement Options 1-3 of Section E above shall be entitled to a review of the final Order before a Hearing Officer by filing a written request therefore with the Health Officer (Secretary of the Vermillion County Board of Health See IC 16-20-1-10). The written request must be mailed or hand delivered to the Health Officer, and must be received within fifteen (15) days after such final Order is issued.
- (2) Upon the Health Officer receipt of such request, the Hearing Officer shall hear the matter again in an open hearing after at least five (5) days written notice of the time, place and nature thereof. The time shall be measured pursuant to the rules of court of the jurisdiction (A shorter period of time may be granted, if requested by either party and agreed upon.)
- (3) The notice of the hearing shall be served upon the Person requesting the review by hand delivering or mailing by Certified Mail the notice to the address listed on the Permit application

as the Person's mailing address or such other address, as the Person shall designate in the letter of request to the Health Officer.

- (4) The Hearing Officer establishes the Rules of Procedure and advised the parties prior to the start of the proceedings.
- (5) The Hearing Officer shall make written findings of facts and shall enter its final Order determination of this matter in writing.
- (6) The Order completes the Administrative Appeals procedure.

Section G: Conflict of Interest

No Vermillion County Official shall conduct himself or herself in a manner that is or could have the appearance of a Conflict of Interest.

Section H: Unconstitutionality Clause

Should any section, paragraph, sentence, clause, or phrase of this ordinance be declared unconstitutional or invalid for any reason, the remainder of this ordinance shall not be affected thereby.

Section I: Repeal and Effective Date

All ordinances and part of ordinances in conflict with this ordinance are hereby repealed.

Passed and adopted by the Commissioners of Vermillion County, State of Indiana, on this 8th day of December 2020.

BOARD OF COMMISSIONERS OF
VERMILLION COUNTY, INDIANA

BY Tim Wilson
Tim Wilson, President

BY Harry Crossley
Harry Crossley

BY _____
Tim Yocum

ATTEST:

Amy J. Tolbert/As
Amy Tolbert, Auditor



**CERTIFICATE OF APPOINTMENT TO COUNTY BOARD OF HEALTH
BY THE BOARD OF COMMISSIONERS**

State Form 52577 (R4 / 6-16)
INDIANA STATE DEPARTMENT OF HEALTH

INSTRUCTIONS: Return to: Local Health Department Outreach Division
Health and Human Services Commission
Indiana State Department of Health
2 North Meridian Street, Section 3N
Indianapolis, Indiana 46204

This is to certify that the Board of Commissioners of Vermillion County, Indiana, has this the
(county name)
24 day of November, 2020, appointed Judy Howard RN
(day) (month) (year) (name)
to serve as a member of the Vermillion County Board of Health
(county name)
beginning January 1, 2021, and ending December 31, 2024
(month, day) (year) (month, day) (year)
☒ This is a reappointment ☐ This is a new appointee – Replacing _____
(name of former board member)
☐ This appointee is filling the unexpired term for _____
(name)
beginning _____, and ending _____
(month, day) (year) (month, day) (year)

BACKGROUND INFORMATION OF APPOINTEE	
Home address (number and street, city, state, and ZIP code) <u>1318 S 6th Street Clinton, In 47842</u>	Home telephone <u>(765) 832-9883</u>
Business address (number and street, city, state, and ZIP code)	Business telephone () -
E-mail address <u>jmhm1340@att.net</u>	Fax number () -

QUALIFICATIONS OF APPOINTEE	
<i>In accordance with IC 16-20-2-5, members must represent one of the following areas. Check only one.</i>	
<input type="checkbox"/> Licensed Physician (licensed under 25-22.5-1-1.1) <input checked="" type="checkbox"/> Registered Nurse (licensed under IC 25-23) <input type="checkbox"/> Attorney with expertise in health matters <input type="checkbox"/> Registered Pharmacist (licensed under IC 25-26) <input type="checkbox"/> Veterinarian (licensed under IC 15-5-1.1) <input type="checkbox"/> Professional Engineer (registered under IC 25-31)	<input type="checkbox"/> Social Worker <input type="checkbox"/> Dentist (licensed under IC 25-14) <input type="checkbox"/> Environmental Scientist <input type="checkbox"/> Hospital Administrator <input type="checkbox"/> School Superintendent <input type="checkbox"/> General Public

POLITICAL AFFILIATION OF APPOINTEE	
<i>IC 16-20-2-4 requires that no more than four (4) of the seven (7) board members be from the same political party. Check only one.</i>	
<input type="checkbox"/> Democrat <input checked="" type="checkbox"/> Republican <input type="checkbox"/> Other: _____	

Signature of appointing authority or county executive <u>Tom Wilson</u>	Date of signature (month, day, year) <u>12-8-20</u>
--	--



**CERTIFICATE OF APPOINTMENT TO COUNTY BOARD OF HEALTH
BY THE BOARD OF COMMISSIONERS**

State Form 52577 (R4 / 6-16)
INDIANA STATE DEPARTMENT OF HEALTH

INSTRUCTIONS: Return to: Local Health Department Outreach Division
Health and Human Services Commission
Indiana State Department of Health
2 North Meridian Street, Section 3N
Indianapolis, Indiana 46204

This is to certify that the Board of Commissioners of Vermillion County, Indiana, has this the
(county name)
24 day of November, 2020, appointed Gregory K Brock DO
(day) (month) (year) (name)
to serve as a member of the Vermillion County Board of Health
(county name)
beginning January 1, 2021, and ending December 31, 2024
(month, day) (year) (month, day) (year)
☒ This is a reappointment ☐ This is a new appointee – Replacing _____
(name of former board member)
☐ This appointee is filling the unexpired term for _____
(name)
beginning _____, _____, and ending _____, _____
(month, day) (year) (month, day) (year)

BACKGROUND INFORMATION OF APPOINTEE	
Home address (number and street, city, state, and ZIP code)	Home telephone
2151 E 1510 S Clinton, In 47842	(765) 832-7420
Business address (number and street, city, state, and ZIP code)	Business telephone
1436 Locust Street Terre Haute, In 47807	(812) 232-7447
E-mail address	Fax number
uwphotodoc@msn.com	() -

QUALIFICATIONS OF APPOINTEE	
In accordance with IC 16-20-2-5, members must represent one of the following areas. Check only one.	
<input checked="" type="checkbox"/> Licensed Physician (licensed under 25-22.5-1-1.1) <input type="checkbox"/> Registered Nurse (licensed under IC 25-23) <input type="checkbox"/> Attorney with expertise in health matters <input type="checkbox"/> Registered Pharmacist (licensed under IC 25-26) <input type="checkbox"/> Veterinarian (licensed under IC 15-5-1.1) <input type="checkbox"/> Professional Engineer (registered under IC 25-31)	<input type="checkbox"/> Social Worker <input type="checkbox"/> Dentist (licensed under IC 25-14) <input type="checkbox"/> Environmental Scientist <input type="checkbox"/> Hospital Administrator <input type="checkbox"/> School Superintendent <input type="checkbox"/> General Public

POLITICAL AFFILIATION OF APPOINTEE	
IC 16-20-2-4 requires that no more than four (4) of the seven (7) board members be from the same political party. Check only one.	
<input type="checkbox"/> Democrat <input checked="" type="checkbox"/> Republican <input type="checkbox"/> Other: _____	

Signature of appointing authority or county executive 	Date of signature (month, day, year) <u>12-8-20</u>
--	--



December 3, 2020

Matt Oman
RQAW
8770 North Street, Ste 110
Fishers, IN 46038

**Re: Proposal for Geotechnical Engineering Investigation
Vermillion County Jail
Vermillion County, Indiana
Patriot Proposal No. P20-1631-02G REV2**


Dear Matt:

Patriot Engineering and Environmental, Inc. (*Patriot*) appreciates the opportunity to submit this proposal to perform a Geotechnical Engineering Investigation for your project. We have developed this proposal using the information that you provided to us in your email received November 3, 2020 as well as the additional services for location of Geothermal loops at the site requested via email on December 2, 2020. Our scope has been assigned to provide you with pertinent design information, as well as construction information for the installing contractors as listed herein.

Presented in this proposal is an outline of our understanding of the proposed project, our proposed work plan, estimated fee and schedule

If you have any questions regarding this proposal or require any additional information, please do not hesitate to contact us.

Respectfully submitted,
Patriot Engineering and Environmental, Inc.


Timothy C. Govert
Senior Project Manager

1359 NORTH ABERDEEN AVENUE, TERRE HAUTE, INDIANA 47804
PH. 812-466-5559 • FAX 812-466-5509 • WEB WWW.PATRIOTENG.COM
INDIANA • BLOOMINGTON, EVANSVILLE, FORT WAYNE, INDIANAPOLIS, LAFAYETTE, TERRE HAUTE
KENTUCKY • LOUISVILLE, OHIO • CINCINNATI, DAYTON

PATRIOT LOCAL PRESENCE

Patriot is proud to be the **only** fully staffed Geotechnical Engineering, Construction Testing & Environmental Consulting firm in Terre Haute, Indiana area. Our local office maintains a full-time presence in Terre Haute, while others choose to only visit for projects or support unstaffed store fronts. Patriot's Terre Haute office offers an AASHTO Materials Testing Laboratory (**AMRL**) **Accredited laboratory** unlike our competitors that mobilize from out of town, and process and test samples in remote facilities. Our full-time presence provides experience, faster reaction time and local expertise that is unmatched by others. Even more importantly, our local presence provides an experienced, seamless transfer of knowledge and experience into the construction phase of the project.

Our Terre Haute office boasts the experience of staff members that have been providing Geotechnical and Construction services to projects in Terre Haute and the surrounding region for **more than 32-years**. This level of local expertise is invaluable to the project team from the geotechnical phase through construction. While soils and construction activities can be generalized across regions, experience with local conditions can greatly benefit the project team.

PATRIOT RESOURCES

While we are certainly proud of our local presence, we also possess the technical expertise and support of our broader **regional presence**. *Patriot* boasts ten (10) fully staffed offices in Indiana, Kentucky, and Ohio, with other smaller project-specific operations in multiple other states, as well as internationally. *Patriot* operates as a network of professionals and resources to provide project expertise and success. Our staff provides a vast level of years and varying experiences to provide project success.

PATRIOT SITE SPECIFIC EXPERIENCE

Patriot is uniquely qualified for this specific project site. We can boast having experience at sites immediately adjacent to and near the project site. The following list of projects highlight site-specific experience that will benefit your project:

- NECDF Chemical Neutralization Project (Newport Army Depot)
- Cayuga Generating Station FGD, SCR, Ash Ponds, DBA Projects
- Elanco Clinton Laboratory; multiple projects since 1988
- Hillsdale Water System Upgrades
- Vermillion Rise Industrial Park; several projects

On these projects, we have learned that the Vermillion County soils can present certain "challenges" for design and construction efforts. Inherently soft, wet and sometimes highly plastic soils can pose obstacles. Our experience is unmatched by our competitors and will benefit the design and construction teams, and ultimately the owner.

PROJECT DESCRIPTION and OBJECTIVES

Based on the available information, we understand that the project will involve the design and construction of building additions to the existing Vermillion County Jail facility. Information provided in the Request for Proposal (RFP) indicates that maximum column and wall loads will be 300-kips and 5-kips per lineal foot, respectively. The additions will incorporate composite steel structures, with slab-on-grade construction.

The objectives of this geotechnical engineering investigation will be to assess the subsurface conditions of the site and to provide recommendations for developing the site as requested in the RFP.

PROPOSED WORK PLAN

Per your request, *Patriot* will drill a total of nine (9) soil borings at the proposed building addition and pavement sites surrounding the existing building. Our borings would be positioned as shown on the sketch furnished in the RFP. The borings will extend to 20-feet below the existing surface at building footprint areas and 5-feet in pavement areas. The total drilling effort would therefore include a maximum of 150-lineal feet of drilling.

Patriot will visit the project site prior to drilling to observe and note ground cover, existing structures, pavement, site access and topographic conditions. During this visit, we will locate and mark boring locations, and obtain surface elevation data using the finish floor elevation of the existing jail as the reference benchmark. If site conditions require that borings be relocated from previous agreed-upon locations, the client will be advised.

Patriot will be responsible for "clearing utilities" within the public domain prior to the start of any subsurface exploration. The "clearing of utilities" outside of the public domain would be performed by a private locating contractor, Baker Utility Partners. Electromagnetic and GPR methods would be used to assist in the identification of underground facilities at the boring locations. The cost for that service is included in our proposed budget as a line item option.

In addition to the clearing of underground utilities for the soil borings, we would also utilize the services of Baker Utility Partners for the identification of in place geothermal loops at the areas shown in the RFP addendum issued December 2nd. GPR and electromagnetic methods would also be used for this service and would be conducted on the same mobilization as the other utility locates.

The typical drilling method will utilize hollow-stem augers to advance the borings to the required depths. Split-spoon samples and Standard Penetration Tests values (commonly referred to as the blow-count or N-value) will be obtained in advance of the augers at 2.5

foot intervals to a depth of 10 feet, and 5-foot intervals thereafter per ASTM Method D-1586. Shelby Tube samples will be obtained in cohesive strata of interest.

Each boring will be monitored for the presence of ground water during and immediately following the completion of the boring.

After the fieldwork is completed, we will return samples to *Patriot's Terre Haute* laboratory to perform physical analysis and appropriate laboratory testing in order to define the engineering properties of the site soils. The laboratory testing will include unconfined compressive strengths and natural moisture contents of cohesive soils, and may include Atterberg Limits, consolidation testing, grain size determinations and other tests as requested and applicable. All laboratory testing will be performed in accordance with applicable ASTM methods.

Based on the results of the fieldwork and laboratory testing, we will prepare a Geotechnical Engineering Investigation Report. The report will present all field, test boring logs and laboratory test data. The report will include recommendations for foundation design and provide a discussion regarding any potential construction difficulties due to soil and groundwater conditions. As standard practice, only electronic (.PDF) copies will be issued. The report will be issued via email unless file size prohibits. If file size is too great to efficiently and effectively transmit via email, the electronic file will be issued on digital disc or other available means. Hard copy reports can be issued upon request for an additional fee.

ESTIMATED PROJECT COST

We expect to complete the Geotechnical Engineering services within an estimated budget of **\$4,735** based on the Scope of Work outlined in this proposal. Work performed outside the Scope of Work discussed in this proposal will be performed at a unit rate basis for the actual work performed. Such work will be considered a change in scope. The *Client* will be provided with a budget for this work modification for approval and authorization prior to proceeding with the work.

The cost for private utility and geothermal loop locating services would be **\$2,100** added to the base cost list above.

SCOPE OF WORK LIMITATIONS

In preparation of this proposal, we have assumed that the site will allow the use of a conventional tracked or balloon-tired drilling rig for mobility. If "clearing" or "grading" of the site is required, or if additional assistance is needed for rig mobility (excessively soft, muddy), a further charge will be assessed. We have also assumed that all drilling areas will be accessible via gates if inside fenced security areas, and that no inmates will be present in the areas where our field activities will occur for the safety of our personnel

and equipment. We have also assumed for this proposal that there will be no "down time" associated with waiting to gain access to drilling areas.

If the borings reveal inconsistent and/or marginal soil conditions requiring additional borings, perhaps deepening the borings, additional samples, or additional laboratory testing, the Client's Project Manager will be consulted immediately with regard to the possibility of modifying the proposed subsurface investigation program. Such a modification may be considered a change in scope of the Proposed Work Plan, thereby requiring a possible adjustment to the budget of this Geotechnical Engineering Investigation.

The subsurface investigation outlined in this proposal assumes that there are no hazardous materials in the soil or in the groundwater underlying the site. This investigation is not designed to detect or identify such materials. If it becomes apparent during the field investigation that hazardous materials are present, field operations will temporarily cease. The field investigation could be resumed only after the appropriate health and safety issues are addressed and the scope of our investigation modified to address this change in condition.

It is standard practice in drilling test borings to backfill with the auger cuttings. All available cuttings will be replaced in the borehole and mounded atop the borehole location as applicable. In some instances, mounding the cuttings may not be practical for safety or aesthetics, so the materials will be removed or spread as convenient. Sometimes the backfill will settle after the borings are completed, or the mounded cuttings may not adequately settle, requiring a return trip to backfill again. *Patriot* should be contacted by the client to request this maintenance trip, for which an additional fee will be charged. As an alternative, the holes can be backfilled with bentonite or grout to reduce settlements for an additional fee, or the client may choose to maintain the borehole conditions after our departure.

WORK SCHEDULE

Based on our present workload, we would expect to begin work shortly after receiving authorization to proceed. The underground utility locates should take one day to complete, and would be performed prior to drill rig mobilization. The field drilling work should take two (2) days to complete. Since there is no defined notice to proceed date listed in the RFP, it is not possible to specify a guaranteed completion date. For schedule purposes, we would expect to issue our report within approximately 2-weeks of completing the fieldwork. However, verbal results can be provided shortly after the fieldwork is completed.

AUTHORIZATION TO PROCEED

As our formal authorization to proceed, please fill out and sign the Proposal Acceptance Agreement form included with this proposal, indicating proper billing instructions, and

return an executed copy of this proposal for our files. Also, please note the Geotechnical Services Terms and Conditions included with this proposal, which is an integral part of this proposal. Alternatively, this work may be authorized by a written purchase order or a letter instructing us to proceed, which provides for the Geotechnical Services Terms and Conditions herein.

ATTACHMENT A

Fee Schedule

Certificate of Insurance



PATRIOT ENGINEERING AND ENVIRONMENTAL, INC.
Geotechnical Engineering Services
2020 Fee Schedule – Terre Haute

Unit Cost	Unit	
\$200.00	Hour	Senior Principal Engineer, P.E.
\$175.00	Hour	Principal Engineer, P.E.
\$160.00	Hour	Sr. Project Manager/Senior Project Engineer, P.E.
\$125.00	Hour	Project Engineer, P.E.
\$100.00	Hour	Senior Engineer/Geologist
\$90.00	Hour	Geotechnical Engineer/Geologist
\$85.00	Hour	Draftsperson/CAD Technician
\$60.00	Hour	Senior Engineering Technician
\$75.00	Hour	Word Processor
LABORATORY TESTING		
\$5.75	Each	Water Contents (oven dried)
\$9.75	Each	Hand Penetrometer Test
\$75.00	Each	Atterberg Limits (LL & PL)
\$125.00	Each	Grain Size Distribution
\$60.00	Each	Sieve Analysis only
\$45.00	Each	Minus #200 Sieve only
\$75.00	Each	Natural Density
\$45.00	Each	Organic Content
\$45.00	Each	pH Determination
\$45.00	Each	Extrude & Log Shelby Tube Samples
\$150.00	Each	Standard Proctor
\$170.00	Each	Modified Proctor
\$175.00	Each / Point	CBR Test
\$75.00	Each	Unconfined Compressive Strength
\$140.00	Each	Test for pH, organic matter, soluble salts
\$975.00	Each	Triaxial Tests (CU - 3 circles)
\$475.00	Each	Consolidation Test
\$390.00	Each	Permeability Test (Cohesive Soils, Shelby tube)
DRILLING SERVICES		
\$650.00	Lump Sum	Mobilization of drill rig and crew (Local)
\$1,750.00	Lump Sum	*plus \$4.30 per mile over 60 miles from a Patriot office
		Minimum Charge for drill rig, crew and equipment
		Drilling with 3.25" and 4.25" hollow stem augers with standard spoilspoon sample intervals
\$10.65	Foot	Under 50 feet depth and under 50 blows per foot
\$12.65	Foot	50 to 75 feet depth and under 50 blows per foot
\$16.25	Foot	Over 75 feet depth or over 50 blows per foot
\$8.40	Foot	Mud Drilling, Add
\$9.00	Foot	Drilling without spoilspoons
\$15.00	Each	Additional Spoilspoon Sample beyond normal intervals
\$65.00	Each	Bulk Samples (50 lb. bag)
\$36.00	Foot	Rock Coring
\$67.00	Hole	Equipment, set-up for rock coring
\$60.00	Each	Shelby Tube Samples (3 in. O.D.)
\$180.00	Hour	Standby Time requested by Client or Hauling Water
		Rental of Dozer (to assist drill rig under adverse site conditions)
\$39.00	Hole	Asphalt or Concrete Plug of Drill Holes
\$150.00	Per Day	Per Diem for Drill Crew per person
\$9.70	Foot	Grouting Holes
\$295.00	Hole	Concrete Coring Through 6 to 8 inches of Floor Slab
\$45.00	Foot	Monitoring Well Installation
\$315.00	Each	Monitoring Well Flush Manhole & Cover
GENERAL EXPENSES		
\$0.75	Page	Transportation by Company or Personal Car
		Subcontractor Costs / Special Costs (i.e., film, FedEx, etc.)
		Additional Copies of Report (above 3 copies)*plus time
\$0.75	Cost + 15%	Out-of-Town Living Expenses



PATRENG-CL

CMCKAY

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
4/13/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Gregory & Appel Insurance
1402 N Capitol Suite 400
Indianapolis, IN 46202

CONTACT NAME: Cody McKay

PHONE (A/C, No, Ext): (317) 686-6402

FAX (A/C, No):

E-MAIL ADDRESS: cmckay@gregoryappel.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A: Hanover Insurance Company

36064

INSURER B: Massachusetts Bay Ins Co.

22306

INSURER C: Citizens Insurance Company of America

31534

INSURER D: Lexington Insurance Co.

19437

INSURER E:

INSURER F:

INSURED

Patriot Engineering & Environmental Inc.
6150 East 75th Street
Indianapolis, IN 46250

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			ZDWH222084	4/12/2020	4/12/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 15,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Ohio Stop Gap \$ 1,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ADWH222254	4/12/2020	4/12/2021	\$ \$ \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			U7WH222088	4/12/2020	4/12/2021	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WHWH204593	4/12/2020	4/12/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Prof & Pollution			031711066	4/12/2020	4/12/2021	Limit \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Insured Info Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2016/03)

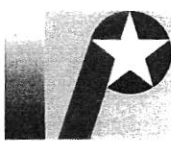
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ATTACHMENT B

Geotechnical Services Terms and Conditions

Proposal Acceptance Agreement



TERMS AND CONDITIONS

1. SCOPE OF WORK

PATRIOT Engineering and Environmental Inc. (PATRIOT) shall perform the services defined in the attached proposal at the fees stated in the proposal or the attached fee schedule. 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). PATRIOT will provide additional services at the listed standard fees. This offer will be valid for ninety (90) days unless otherwise stated. Upon acceptance, this proposal and associated terms and conditions shall become the contract.

2. RIGHT OF ENTRY

Client grants to PATRIOT the right of entry to the project site by its employees, agents, and subcontractors; to perform services, post signage, 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 PATRIOT that it has the authority and permission of the owner and occupant of the site to grant right of entry to PATRIOT.

3. PAYMENT TERMS

PATRIOT will submit invoices to the Client throughout the project and a final invoice upon completion of services. There shall be no retainage of fees due and payable to PATRIOT. Payment is due within fourteen (14) days of invoice receipt, regardless of whether the client has been reimbursed by any other party. Client agrees to pay interest of one and one-half percent (1½%) 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. 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, PATRIOT makes no other representation, guarantee, or warranty, express or implied, in fact or by law, whether any merchantability, fitness for any particular purpose or otherwise concerning any of the services which may be furnished by PATRIOT to Client. Client agrees to give PATRIOT written notice of any breach or default under this section and to give PATRIOT a reasonable opportunity to cure such breach or default, without the payment of additional fees to PATRIOT, as condition precedent to any claim for damages.

5. INSURANCE AND GENERAL LIABILITY

PATRIOT maintains Workers' Compensation and Employers' Liability Insurance in compliance with the laws of the state having jurisdiction over the individual employee. PATRIOT has insurance coverage under general liability, property damage, and professional liability, which PATRIOT deems to be adequate. Certificates for such policies of insurance shall be provided to Client upon request. PATRIOT may provide additional insurance coverage beyond stated limits at the Client's request and expense.

6. RISK ALLOCATION

Due to the very limited benefit PATRIOT will derive from this project compared to that of other parties involved, including the Client, Client agrees to limit PATRIOT'S liability to Client or any other party using or relying on PATRIOT'S work with respect to any acts or omissions including, but not limited to, breach of this contract, breach of warranty, negligence, alleged defects in PATRIOT'S performance, or other legal theory such that the total aggregate liability of PATRIOT to all those named shall not exceed a maximum limit of \$25,000 or PATRIOT'S project fee for the services rendered on this project, whichever is less.

7. 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 PATRIOT determines there may be a significant risk that PATRIOT'S fees may not be paid on a timely basis, PATRIOT may suspend performance and/or retain any reports, work products, or other information until Client provides PATRIOT 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 seven (7) calendar days after receipt of notice by the breaching party unless the event(s) giving rise to the breach are remedied within the timeframe or the party seeking termination revokes its notice. Either party, without cause, may terminate this contract upon providing ten (10) calendar days written notice to the other party.

8. ASSIGNS

This contract may be amended by written instrument, e-mail confirmation, or written confirmation of a verbal agreement, acknowledged or signed by both parties. Client shall not assign this proposal or any reports or information generated as a result of contracted services pursuant to this proposal without written consent of PATRIOT.

9. SAFETY

PATRIOT'S responsibility for safety on site shall be limited to its own personnel, subcontractors, and any individuals who are directly involved with PATRIOT'S work on site. This shall not be construed to relieve the Client or any of its contractors from their responsibilities for maintaining a safe jobsite. Neither the professional activities of PATRIOT, nor the presence of PATRIOT'S employees and its subcontractors shall be construed to imply that PATRIOT has any responsibility for any activities on the site, which are performed by personnel other than PATRIOT'S employees or subcontractors.

10. CONFLICTS

Should any element of the Terms and Conditions be 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, legal or otherwise, may be brought against *PATRIOT* arising from its performance of services under this contract, whether for breach of contract, tort, or otherwise, unless *PATRIOT* shall have received within two (2) years after completion of services under this contract a written notice specifying the alleged defects in *PATRIOT*'S performance or other breach.

11. 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 whether such damages are caused by breach of contract or warranty, negligent acts or omissions, or other wrongful acts.

12. DELAYS IN WORK

PATRIOT will charge the Client at standard fees for stand-by or non-productive time for delays in *PATRIOT*'S work caused by the Client or Client's contractors unless otherwise specifically provided for in the contract.

13. SAMPLING OR TEST LOCATION(S)

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 *PATRIOT*'S report, are based on information furnished by others and/or estimates made by *PATRIOT*'S personnel and are only considered approximations, unless otherwise stated. *PATRIOT* may deviate a reasonable distance from any test or sampling location as specified by the Client. If, in order to complete a given soil boring to its designated depth, relocating the soil sampling location and associated sampling method is necessitated by encountering impenetrable subsurface objects, all work, including the original work performed, will be charged for at the appropriate rates in the fee schedule.

Client recognizes that project site conditions may vary from those encountered at the locations where the borings, surveys, sampling, monitoring, or explorations are made by *PATRIOT* and its subcontractors, and that the data interpretations and recommendations of *PATRIOT*'S and its subcontractors are based solely on the information available to them. *PATRIOT* will only be responsible for data, interpretations, and recommendations based on information obtained from the locations sampled, monitored, and explored by *PATRIOT* and its subcontractors, but shall not be responsible for the interpretations by others of the information obtained and reported.

14. DISPUTE RESOLUTION

Any claim or dispute made against *PATRIOT* for inadequate, negligent, or improper performance of services by *PATRIOT* pursuant to this contract must be resolved by negotiation or mediation. Any party to this contract may demand that any such disputes be resolved by negotiation or mediation, unless the parties mutually agree otherwise. The Client and *PATRIOT* further agree to include similar dispute resolution provisions in all agreements with independent contractors and consultants retained for the project and to require all independent contractors and consultants also to include similar dispute resolution provisions in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for negotiation or mediation as the

primary method for dispute resolution between the parties to those agreements.

15. FAILURE TO FOLLOW RECOMMENDATIONS

Client will not hold *PATRIOT* or its subcontractors liable for any consequential, incidental, or indirect damages or business losses that may occur based on, or which may result from *PATRIOT*'S or its subcontractors' recommendations that are not followed. Client waives any claim against *PATRIOT* and agrees to defend, indemnify, and hold *PATRIOT* harmless from any claim, liability for injury, or business loss that results from *PATRIOT*'S recommendations that are not followed.

16. FORCE MAJEURE

Neither Client nor *PATRIOT* 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 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. RIGHT TO STOP OR DIRECT WORK

Since *PATRIOT*'S duties and services are limited to the scope of work proposed and contracted with the Client to perform, *PATRIOT* shall not under any circumstances give a stop-work order or direct work, either for quality, safety or any other reason, unless directed solely to *PATRIOT* personnel or its subcontractors' personnel. Neither shall *PATRIOT* be responsible for the possible consequences of not issuing a stop-work order. *PATRIOT* will only report to Client regarding the quality of the work *PATRIOT* has performed, or been contracted to observe and monitor.

18. FIELD MONITORING AND CONTROL

PATRIOT shall not, except for its own services and for services it subcontracts, specify project site procedures, manage or supervise project work, implement or be responsible for project site health and safety procedures. *PATRIOT* shall not be responsible for the acts or omissions of other parties on the project site and shall not have control or charge of and not be responsible, without limitation, for project means, methods, techniques, sequences, or procedures. *PATRIOT*'S project services shall not relieve any other parties from their responsibility for performing work in accordance with applicable plans, specifications, safety requirements, laws, and regulations. *PATRIOT*'S proposed and contracted monitoring and testing services are limited to its proposed and contracted scope of work and does not imply or warrant that *PATRIOT* is responsible for observing all activities and personnel at the project site. If *PATRIOT* is not retained to monitor environmental remediation, mitigation, or abatement activities, Client waives any claim against *PATRIOT* and agrees to indemnify, defend, and hold *PATRIOT* harmless for any claim or liability for injury or business loss resulting from remediation, mitigation, or abatement activities.

The words "supervision", "inspection", or "control", if used in connection with *PATRIOT*'S work, are only intended to mean periodic observation or monitoring of the project work as outlined in *PATRIOT*'S proposed and contracted scope of work.

**19. RETESTING AND RE-MONITORING**

PATRIOT is only obligated to monitor and test in accordance with applicable and agreed upon standards and methods. In the event PATRIOT's monitoring and/or testing discloses deficiencies in the project's work, and which consequently will require corrections, PATRIOT will retest or re-monitor the corrected work as required by the plans and specifications or as directed by the Client; however, all such retesting or re-monitoring shall be additional work and shall be paid for by Client at the agreed upon fees in this contract.

20. SITE WORK

PATRIOT will take reasonable precautions to avoid any damage to the project site from the activities of its personnel, subcontractors, or equipment. Any damage caused by PATRIOT'S negligence will be restored at PATRIOT'S expense; however, unavoidable damage caused in the execution of the project work such as tire rutting, cutting and splicing of fences, removal of potential asbestos containing materials (ACM), drilling through pavements, cutting of brush and trees, coring through pavements, etc., will not be restored unless otherwise stated in the contract.

21. UTILITIES

In the execution of any subsurface exploration, PATRIOT will take reasonable precautions to avoid damage to subterranean structures or utilities of which PATRIOT has received notification; however, it is the Client's responsibility to mark or furnish the locations of all underground, manmade obstructions or utilities. Client shall indemnify, defend, and hold harmless PATRIOT from and against any claims, losses, or damages incurred or asserted against PATRIOT related to Client's failure to mark, protect, inform, or advise PATRIOT of underground structures or utilities, unless stated in our contracted scope of services.

22. SAMPLES

PATRIOT and its subcontractors will retain any soil, rock, water, or material samples obtained in the performance of its contracted scope of work for a period not to exceed thirty (30) days after submitting PATRIOT'S report or findings. Further storage or transfer of samples and materials obtained from the contracted scope of PATRIOT'S work can be made at the Client's expense upon written request.

23. AQUIFER CONTAMINATION

Client waives any claim against PATRIOT, and agrees to hold harmless, defend, and indemnify PATRIOT from any claim, business loss, or liability for injury as a result of cross-contamination caused by subsurface drilling and/or sampling unless due to PATRIOT'S negligence or willful acts.

24. HAZARDOUS SUBSTANCES

Client agrees to advise PATRIOT, prior to beginning project work, of any hazardous substances on or near the project 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 PATRIOT'S or its subcontractors' equipment. Furthermore, any equipment of PATRIOT'S or its subcontractors' contaminated during PATRIOT'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. Client waives

any claim against PATRIOT and its subcontractors and agrees to defend, indemnify, and hold harmless PATRIOT from any claims, business loss, or liability for injury arising from PATRIOT'S failure to detect the presence of hazardous materials, including ACM, through techniques and methods agreed upon in the proposed and contracted scope of work, unless the failure to detect hazardous materials, including ACM, was due to PATRIOT'S failure to properly execute the proposed and contracted scope of work set forth in this contract.

25. ENVIRONMENTAL PROBLEMS

PATRIOT and its subcontractors' duties and responsibilities are limited to the proposed and contracted scope of work. Any sampling, testing, or monitoring of site conditions or materials related to environmental concerns including hazardous waste, soil, ground water, surface water, ACM, or air pollutants are not part of PATRIOT'S responsibilities and duties unless specifically identified in its proposed and contracted scope of work. If it becomes apparent during project site work that undisclosed hazardous materials may be present, project site work will be terminated unless specified in PATRIOT'S proposed and contracted scope of project work. Project site work will resume only after renegotiation of the contracted scope of services and fees to cover appropriate environment, health, and safety precautions. PATRIOT shall have no responsibility for detecting or dealing with environmental concerns, hazardous waste, soil, ground water, surface water, ACM, or air contamination, should they occur at the project site unless specifically outline in PATRIOT'S proposed and contracted scope of work. Client waives any claim against PATRIOT and agrees to defend, indemnify, and hold harmless PATRIOT from any claim, business loss, or liability for injury that results from the discovery of onsite environmental concerns, hazardous materials, soils, ground water, surface water, ACM, or air contamination.

26. ENVIRONMENTAL INDEMNITY

Client agrees to the maximum extent permitted by law to defend, indemnify, and hold harmless PATRIOT and its subcontractors from and against any and all claims and liabilities in connection with toxic or hazardous substances or constituents unless caused by PATRIOT'S negligence or willful acts, resulting from Client's violation of any federal, state or local statute, regulation or ordinance relating to the handling, storage or disposal of toxic or hazardous substances or constituents; Client's undertaking of or arranging for the handling, removal, treatment, storage, transportation or disposal of toxic or hazardous substances or constituents found or identified at the site; toxic or hazardous substances or constituents introduced at the site by Client or third persons before or after completion of services herein; allegations that PATRIOT or its subcontractors are the handlers generators, operators, treaters or storers, transporters, or disposers under the Resource Conservation and Recovery Act of 1976, Comprehensive Environmental Response, Compensation and Liability Act, or any other similar federal, state or local regulation or law.

PATRIOT or its subcontractors have no role in generating, treating, storing, or disposing of any hazardous materials which may be present at the project site, and which at no time become the property of PATRIOT or its subcontractors, unless specifically identified in the proposed and contracted scope of work. Client shall evaluate and select proper disposal site for treatment or disposal of its hazardous materials (to include test samples collected to determine the characteristics of the samples), shall select the method of

transportation, and shall be solely responsible therefore. Any arrangements for the treatment, storage, transport, or disposal of any hazardous materials that are made at the direction and expense of Client and to be conducted or completed by PATRIOT shall be construed as being made solely and exclusively on Client's behalf for Client's benefit, and Client shall defend, indemnify, and hold harmless PATRIOT from and against any and all claims, damages, business losses, liability of injury, and expenses, including reasonable attorney's fees, which arise out of any release, threatened release, transportation, or disposal of hazardous materials, unless caused by the negligence or willful acts of PATRIOT during the execution of its proposed and contracted scope of work.

27. OWNERSHIP OF DOCUMENTS

Client agrees that all original documents and drawings produced by PATRIOT in accordance with this agreement, except documents, which are required to be filed with public agencies, shall remain the property of PATRIOT. Client agrees to be liable and responsible for the use of unsigned plans, drawings, or other documents not signed by PATRIOT, and waives liability against PATRIOT for their use. Further, client agrees to waive any claim against PATRIOT and to indemnify, defend, and hold harmless PATRIOT from any and all claims arising out of any use, not authorized in writing by PATRIOT, of these documents by third parties not related to this agreement.

28. PUBLIC RESPONSIBILITY

Client shall be responsible for reporting to appropriate governmental and licensing agencies with respect to any legal or regulatory requirements, code violations, or hazardous substances detected on site. If Client disregards PATRIOT'S and its subcontractors' recommendations for reporting or public health and safety, Client waives any claim against PATRIOT and its subcontracts and agrees to defend, indemnify, and hold harmless PATRIOT and its subcontractors from any claim, business loss, liability for injury, or loss arising from disregarding PATRIOT'S or its subcontractors' recommendations of reporting.

29. NON-SOLICITATION

During the term of this Agreement and for (6) six months after any termination of this Agreement, CLIENT will not directly or indirectly solicit, induce, recruit, divert or hire away, encourage, or otherwise endeavor the cause or attempt to cause any employee or consultant of Patriot to terminate their relationship to Patriot.

Revised July 2017



PATRIOT ENGINEERING AND ENVIRONMENTAL, INC.

PHONE: 812.466.5559 FAX: 812.466.5509

PROPOSAL ACCEPTANCE AGREEMENT

Project Name: Vermillion County Jail

Project Location: Vermillion County, Indiana

Description of Services: Geotechnical Engineering Services

Patriot Proposal #: P20-1631-02G REV2

Patriot Project #:

APPROVAL & PAYMENT OF CHARGES - Invoices will be charged and mailed to the account of:

Firm: Vermillion County

Address: 255 S. Main St.

City: Newport

State: IN

Zip: 47966

Attention: Auditor's Office

Telephone: 765-492-5300 Fax:

Email: Amy.Tolbert@vermillioncounty.in.gov

PAYMENT TERMS: Payable in accordance with the attached Terms and Conditions. Invoices for completed work will be issued every month for continuous or extended projects unless otherwise agreed.

REFERENCES - Patriot retains the right to perform a standard credit review on all new Clients. Patriot will proceed with the project immediately after formal credit approval and receipt of the required invoicing information.

Financial (Current bank or other lender)	Supplier (Current account with Client)	Trade (Engineer, Contractor, Other, etc.)
Name:	Name:	Name:
Contact:	Contact:	Contact:
Account No.:	Account No.:	Account No.:
Phone No.:	Phone No.:	Phone No.:

NOTICE: PATRIOT reserves the right to withhold all reports until such time we receive a signed Proposal Acceptance Agreement or with other written authorization referencing this AGREEMENT in its entirety. This AGREEMENT together with PATRIOT'S Proposal, Unit Fee Schedule, and Terms & Conditions constitute the entire agreement between the Client and PATRIOT and supersedes all prior written or oral understandings:

PROPOSAL ACCEPTED BY: Tammy Wilson

TITLE: Per to com DATE ACCEPTED: 12-8-20

November 24, 2020

Vermillion County Commissioners
Vermillion County Council
Vermillion County Government
255 South Main Street
Newport, IN 47966

Baker Tilly Municipal Advisors, LLC
8365 Keystone Crossing, Ste 300
Indianapolis, IN 46240
United States of America

T: +1 (317) 465 1500
F: +1 (317) 465 1550
bakertilly.com

Re: Jail Addition Project

Dear Commissioners and Council Members:

Per your request, we have prepared this illustrative financing analysis to assist you in the discussion and consideration to finance an addition to the Vermillion County Jail. The attached schedules (listed below) present unaudited and limited information. The use of these schedules should be restricted to this purpose, for internal use only, as the information is subject to future revision and final report.

<u>Page</u>	
2	Estimated Project Costs and Funding
3	Preliminary Amortization of \$16,430,000 Principal Amount of Lease Rental Bonds of 2021
4	Comparison of Estimated Available Revenues and Debt Service
5	Comparison of Estimated Pledged Public Safety Local Income Tax Revenues and Debt Service

In the preparation of these schedules, certain assumptions were made as noted regarding certain future events. As is the case with such assumptions regarding future events and transactions, some or all may not occur as expected and the resulting differences could be material. We have not examined the underlying assumptions nor have we audited or reviewed the historical data. Consequently, we express no opinion thereon nor do we have a responsibility to prepare subsequent reports.

We would appreciate your questions or comments on this information and would provide additional information upon request.

Very truly yours,

BAKER TILLY MUNICIPAL ADVISORS, LLC

DRAFT

Jason G. Semler, Partner

VERMILLION COUNTY, INDIANA

Jail Addition Project

ESTIMATED PROJECT COSTS AND FUNDING

Estimated Project Costs:

Project proceeds - construction costs (1)	\$16,982,451
Project proceeds - soft costs (1)	4,730,500
Allowance for underwriter discount (1%)	164,300
Bond issuance costs and contingencies	<u>252,749</u>
Total Estimated Project Costs:	<u><u>\$22,130,000</u></u>

Estimated Project Funding:

Estimated Lease Rental Bonds of 2021 (2)	\$16,430,000
Cash on Hand (3)	<u>5,700,000</u>
Total Estimated Project Funding:	<u><u>\$22,130,000</u></u>

- (1) Per Construction Control, Inc.
- (2) Assumes bonds are payable from lease rental payments, with such lease rental payments payable from a pledge of Vermillion County's share of the public safety component of Local Income Tax and further secured with a property tax backup. The County may pay lease rentals from any legally available revenues, including the public safety and certified shares components of Local Income Tax.
- (3) Per Vermillion County officials. Represents \$4.2 Million of accumulated Local Income Tax as of October 1, 2020 in the Cumulative Jail fund and an estimated additional \$1.5 Million to be accumulated prior to Bond issuance.

(Subject to the attached letter dated November 24, 2020)

(Preliminary - Subject to Change)

(For Internal Use Only)

VERMILLION COUNTY, INDIANA

Jail Addition Project

PRELIMINARY AMORTIZATION OF \$16,430,000 PRINCIPAL AMOUNT OF LEASE RENTAL BONDS OF 2021
Assumes Bonds dated May 25, 2021

Payment Date	Principal Outstanding	Principal	Assumed Interest Rates (1)	Assumed Interest	Assumed Total Debt Service	Bond Year Debt Service	Bond Year Lease Rentals
1/15/2022	\$16,430,000	\$65,000	0.80%	\$211,568	\$276,568	\$276,568	\$279,500
7/15/2022	16,365,000	115,000	0.80%	165,315	280,315		
1/15/2023	16,250,000	115,000	0.90%	164,855	279,855	560,170	566,000
7/15/2023	16,135,000	115,000	0.90%	164,338	279,338		
1/15/2024	16,020,000	400,000	1.00%	163,820	563,820	843,158	849,000
7/15/2024	15,620,000	400,000	1.00%	161,820	561,820		
1/15/2025	15,220,000	400,000	1.10%	159,820	559,820	1,121,640	1,127,000
7/15/2025	14,820,000	405,000	1.10%	157,620	562,620		
1/15/2026	14,415,000	405,000	1.20%	155,393	560,393	1,123,013	1,129,000
7/15/2026	14,010,000	410,000	1.20%	152,963	562,963		
1/15/2027	13,600,000	410,000	1.30%	150,503	560,503	1,123,465	1,129,000
7/15/2027	13,190,000	415,000	1.30%	147,838	562,838		
1/15/2028	12,775,000	415,000	1.40%	145,140	560,140	1,122,978	1,128,000
7/15/2028	12,360,000	420,000	1.40%	142,235	562,235		
1/15/2029	11,940,000	420,000	1.50%	139,295	559,295	1,121,530	1,127,000
7/15/2029	11,520,000	425,000	1.50%	136,145	561,145		
1/15/2030	11,095,000	430,000	1.60%	132,958	562,958	1,124,103	1,130,000
7/15/2030	10,665,000	430,000	1.60%	129,518	559,518		
1/15/2031	10,235,000	435,000	1.80%	126,078	561,078	1,120,595	1,126,000
7/15/2031	9,800,000	440,000	1.80%	122,163	562,163		
1/15/2032	9,360,000	440,000	2.00%	118,203	558,203	1,120,365	1,126,000
7/15/2032	8,920,000	450,000	2.00%	113,803	563,803		
1/15/2033	8,470,000	450,000	2.10%	109,303	559,303	1,123,105	1,129,000
7/15/2033	8,020,000	455,000	2.10%	104,578	559,578		
1/15/2034	7,565,000	465,000	2.30%	99,800	564,800	1,124,378	1,130,000
7/15/2034	7,100,000	470,000	2.30%	94,453	564,453		
1/15/2035	6,630,000	470,000	2.40%	89,048	559,048	1,123,500	1,129,000
7/15/2035	6,160,000	480,000	2.40%	83,408	563,408		
1/15/2036	5,680,000	480,000	2.50%	77,648	557,648	1,121,055	1,127,000
7/15/2036	5,200,000	490,000	2.50%	71,648	561,648		
1/15/2037	4,710,000	495,000	2.60%	65,523	560,523	1,122,170	1,128,000
7/15/2037	4,215,000	500,000	2.60%	59,088	559,088		
1/15/2038	3,715,000	510,000	2.70%	52,588	562,588	1,121,675	1,127,000
7/15/2038	3,205,000	520,000	2.70%	45,703	565,703		
1/15/2039	2,685,000	520,000	2.80%	38,683	558,683	1,124,385	1,130,000
7/15/2039	2,165,000	530,000	2.80%	31,403	561,403		
1/15/2040	1,635,000	535,000	2.90%	23,983	558,983	1,120,385	1,126,000
7/15/2040	1,100,000	550,000	2.90%	16,225	566,225		
1/15/2041	550,000	550,000	3.00%	8,250	558,250	1,124,475	1,130,000
Totals		<u>\$16,430,000</u>		<u>\$4,332,711</u>	<u>\$20,762,711</u>	<u>\$20,762,711</u>	<u>\$20,872,500</u>

(1) We have prepared the interest rate assumptions using our evaluation of the underlying credit pledge to this financing and current market conditions. These factors are subject to change. Changes may result in the actual interest rates varying from the interest rates assumed for this analysis and that variance may be material.

(Subject to the attached letter dated November 24, 2020)

(Preliminary - Subject to Change)

(For Internal Use Only)

VERMILLION COUNTY, INDIANA

Jail Addition Project

COMPARISON OF ESTIMATED AVAILABLE REVENUES AND DEBT SERVICE

<u>Year</u>	<u>Estimated Available Revenues</u> (1)	<u>Budgeted Expenditures</u> (2)	<u>2021 Bonds Lease Rentals</u> (3)	<u>Available Revenues Remaining</u> (4)
2021	\$3,311,541	(\$1,733,188)	(\$279,500)	\$1,298,853
2022	3,311,541	(1,733,188)	(566,000)	1,012,353
2023	3,311,541	(1,733,188)	(849,000)	729,353
2024	3,311,541	(1,733,188)	(1,127,000)	451,353
2025	3,311,541	(1,733,188)	(1,129,000)	449,353
2026	3,311,541	(1,733,188)	(1,129,000)	449,353
2027	3,311,541	(1,733,188)	(1,128,000)	450,353
2028	3,311,541	(1,733,188)	(1,127,000)	451,353
2029	3,311,541	(1,733,188)	(1,130,000)	448,353
2030	3,311,541	(1,733,188)	(1,126,000)	452,353
2031	3,311,541	(1,733,188)	(1,126,000)	452,353
2032	3,311,541	(1,733,188)	(1,129,000)	449,353
2033	3,311,541	(1,733,188)	(1,130,000)	448,353
2034	3,311,541	(1,733,188)	(1,129,000)	449,353
2035	3,311,541	(1,733,188)	(1,127,000)	451,353
2036	3,311,541	(1,733,188)	(1,128,000)	450,353
2037	3,311,541	(1,733,188)	(1,127,000)	451,353
2038	3,311,541	(1,733,188)	(1,130,000)	448,353
2039	3,311,541	(1,733,188)	(1,126,000)	452,353
2040	3,311,541	(1,733,188)	(1,130,000)	448,353
Totals	<u>\$66,230,820</u>	<u>(\$34,663,760)</u>	<u>(\$20,872,500)</u>	<u>\$10,694,560</u>

- (1) Based on estimated pay 2021 Local Income Tax distributions for the certified shares distribution and public safety component of Local Income Tax.
(2) Per the adopted 2021 budget appropriations for the County Certified Shares and County Public Safety Funds
(3) See page 3.
(4) Represents available revenues remaining for debt service coverage and use in funding jail operations.

(Subject to the attached letter dated November 24, 2020)
(Preliminary - Subject to Change)
(For Internal Use Only)

VERMILLION COUNTY, INDIANA

Jail Addition Project

**COMPARISON OF ESTIMATED PLEDGED PUBLIC SAFETY
LOCAL INCOME TAX REVENUES AND DEBT SERVICE**

<u>Year</u>	<u>Estimated Pledged Public Safety Local Income Tax Revenues</u>	<u>2021 Bonds Lease Rentals</u>	<u>Estimated Pledged Revenues Remaining</u>	<u>Estimated Coverage</u>
	(1)	(2)	(3)	
2021	\$2,107,190	(\$279,500)	\$1,827,690	754%
2022	2,107,190	(566,000)	1,541,190	372%
2023	2,107,190	(849,000)	1,258,190	248%
2024	2,107,190	(1,127,000)	980,190	187%
2025	2,107,190	(1,129,000)	978,190	187%
2026	2,107,190	(1,129,000)	978,190	187%
2027	2,107,190	(1,128,000)	979,190	187%
2028	2,107,190	(1,127,000)	980,190	187%
2029	2,107,190	(1,130,000)	977,190	186%
2030	2,107,190	(1,126,000)	981,190	187%
2031	2,107,190	(1,126,000)	981,190	187%
2032	2,107,190	(1,129,000)	978,190	187%
2033	2,107,190	(1,130,000)	977,190	186%
2034	2,107,190	(1,129,000)	978,190	187%
2035	2,107,190	(1,127,000)	980,190	187%
2036	2,107,190	(1,128,000)	979,190	187%
2037	2,107,190	(1,127,000)	980,190	187%
2038	2,107,190	(1,130,000)	977,190	186%
2039	2,107,190	(1,126,000)	981,190	187%
2040	2,107,190	(1,130,000)	977,190	186%
Totals	<u>\$42,143,800</u>	<u>(\$20,872,500)</u>	<u>\$21,271,300</u>	

(1) Based on estimated pay 2021 Local Income Tax distributions for the public safety component of Local Income Tax.

(2) See page 3.

(3) Represents estimated pledged revenues remaining for debt service coverage and use in funding jail operations.

(Subject to the attached letter dated November 24, 2020)

(Preliminary - Subject to Change)

(For Internal Use Only)

INDEPENDENT CONTRACT AGREEMENT

Staff Advocate – Parke-Vermillion County Court Appointed Special Advocate Program

THIS AGREEMENT made and entered into this 8th day of December, 2020 by and between Vermillion County Board of Commissioners (the “County”), and Dawn Creech, (the “Independent Contractor”).

RECITAL

The Vermillion County Circuit Court and the Vermillion County Board of Commissioners have agreed to a contractual arrangement to hire a paid Staff Advocate, using state funds designated for that purpose. In that regard, the parties have asked that Dawn Creech become the Staff Advocate of the Parke-Vermillion County CASA Program (“Program”).

1. Nature of the Business. The Program will represent children in the County Judicial System, primarily as CHINS, but may include other children if resources are available.

2. Employment Duties. The independent contractor will be responsible to direct the day to day operations of the CASA program under the supervision of the Circuit Court Judges of Parke and Vermillion. The independent contractor will act as a liaison between the CASA volunteers, the Circuit Courts, DCS, State CASA programs and other agencies. The independent contractor’s duties include:

- a) recruiting and training CASA volunteers per state and federal standards;
- b) coordinating volunteers and assigning cases and children;
- c) submitting regular reports to the Circuit Court Judge on program statistics, finances and operations;
- d) maintaining confidentiality of program information as required.

3. Employer Duties. Overall management of the Program will be the responsibility of the Circuit Court Judges of Parke and Vermillion County. The employer’s duties include:

- e) direct supervision of the independent contractor, including performance of an annual evaluation;
- f) working with the Director to establish written program budgets and any necessary financial management tools to the independent contractor;
- g) review of and feedback regarding periodic program reports submitted by the

independent contractor;

- h) negotiation of a Memorandum of Understanding with the independent contractor which details the case assignment process, the role, responsibilities and time frames of volunteer activities and working relationships between the parties to the cases;
 - i) participation (personally or by delegate) as requested by the independent contractor in the session of preservice volunteer training dealing with judicial expectations of volunteer child advocates;
 - j) swearing in of each new class of child advocate volunteers;
 - k) providing information to the independent contractor as required by program funders;
 - l) support of the volunteer recruitment efforts of the CASA program within the bounds of the Judicial Code of Ethics.
4. Term. This contract is on a month to month basis.

WORKING CONDITIONS

1. Work Facilities. The Courts will furnish the independent contractor with appropriate working facilities, and such other facilities and services suitable to an independent contractor's position and adequate for the performance of the independent contractor's duties.

2. Hours. The independent contractor will work a minimum of 12 hours per week combined between Parke and Vermillion County. If requested by Employer, the independent contractor will perform some of this time as regular office hours at the CASA office. The remainder will be used for the many program duties which occur outside the office such as: volunteer recruitment and training, volunteer contacts, court hearings, director training, meetings with service providers and other duties deemed necessary by the employee and the Circuit Court Judge.

3. Compensation. Vermillion County shall pay the independent contractor \$10,000 per year, payable on a bi-weekly basis, starting January 1, 2021.

4. Benefits. Dawn Creech is an independent contractor and shall be responsible for paying any and all state and federal taxes. As an independent contractor, she is not eligible for

the benefit package provided to county employees, including health insurance, unemployment insurance or "comp time" or any other benefits.

5. Outside Employment. As an independent contractor, Dawn Creech is free to accept other employment, provided it does not impair her ability to meet the terms of this contract.

6. Termination. Either the independent contractor or the county may voluntarily elect to terminate this Agreement at any time provided that the party electing to terminate must deliver to the other party written notice of such intention to terminate at least thirty (30) days prior to the date upon which termination is desired.

IN WITNESS WHEREOF, the undersigned have hereunto caused this Agreement to be executed the day and year first above written.

Parke County Commissioners:

By Tim Wilson
Tim Wilson, President
Vermillion County Board of Commissioners

Dawn Creech