



STATE OF INDIANA

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July 21, 2026

Re: Complaint 25-FC-326
Christopher G. Newman (Complainant) v.
Evansville-Vanderburgh County Building Authority [EVCBA]
(Respondent)

This advisory opinion is issued in response to the above-referenced complaint filed October 28, 2025.

A Notice of Complaint, along with a copy of the complaint, was sent to the Respondent on November 12, 2025, requesting a formal response by December 12, 2025. A formal response, submitted by Joseph Harrison, Jr., of Dentons Bingham Greenebaum LLP on behalf of Respondent, was received in this office on December 3, 2025.

The complaint alleges that Respondent violated the Access to Public Records Act (APRA) by failing to provide electronic copies of the requested records.

ANALYSIS

The public policy of APRA states that “[p]roviding persons with information is an essential function of a representative government and an integral part of the routine duties of public officials and employees, whose duty it is to provide the information.” Indiana Code (IC) 5-14-3-1. Respondent is a public agency for purposes of APRA; and therefore, subject to the requirements. IC 5-14-3-2(q). As a result, unless an exception applies, any person has the right to inspect and copy Respondent’s public records during regular business hours. IC 5-14-3-3(a).

Complainant filed an Access to Public Records (APRA) request on August 22, 2025, stating:

Under Indiana Access to Public Records Act (IC 5-14-3), I am requesting:

1. *Copies of contracts, scopes of work, and rate sheets related to “Maintenance & Cleaning” services provided to:*

- *Victory Theater*
- *Third Street Garage*
- *Sycamore Street Garage*
- *Double Tree Parking Garage*

2. *A list of all subcontractors engaged by EVCBA to perform these services in fiscal years 2023, 2024 and YTD 2025.*

Please provide these records electronically if possible.

After back-and-forth correspondence between Complainant and Respondent, Complainant demanded via email a response to his APRA request within five (5) business days, on October 14, 2025.

On October 17, 2025, Respondent responded to the APRA request by mailing paper copies of the requested documents and requesting that Complainant pay \$16.60 for the copies and \$10.90 in postal costs or a total of \$27.50.

Complainant alleges that this response of paper copies and related costs violate APRA.

Quoting *Opinion of the Public Access Counselor 24-FC-49*:

Under APRA, public record means:

any writing, paper, report, study, map, photograph, book, card, tape recording, or other material that is created, received, retained, maintained, or filed by or with a public agency and which is generated on paper, paper substitutes, photographic media, chemically based media, magnetic or machine-readable media, electronically stored data, or any other material, regardless of form or characteristics.

Ind. Code § 5-14-3-2(r). As a result of this definition, public agencies are in possession of both physical and electronic records. Although the agency may offer to transfer electronic records to physical records and vice versa, they are not required to do so, pursuant to Ind. Code § 5-14-3-3(j):

This subsection applies to a public record that is in an electronic format. This subsection does not apply to a public record recorded in the office of the county recorder. A public agency shall provide an electronic copy or a paper copy of a public record, at the option of the person making the request for the public record. This subsection does not require a public agency to change the format of a public record.

It appears that the documents requested were at least partially held or available in electronic form. Respondent acknowledged that "it was not possible for counsel for the EVCBA to electronically email the formal response to Mr. Newman due to the large number of produced documents." However, Respondent does not state how many of the records requested were held in electronic form or solely in paper form. No distinction was made regarding format of the records.

We believe there are several electronic options which would have allowed the transfer of the volume of records and complied with Complainant's APRA requested records. For example:

- The files could have been broken into reasonable segments and emailed via multiple emails.
- The files could have been compressed or zipped and the zip file emailed.
- The files could have been sent through Dropbox, Google docs, or by FTP (file transfer protocol).

All these forms of transmission would have been at no cost to the Complainant.

It is customary for the records requestor to understand the cost of his or her request, so that he or she may decide if they still want the documents, or if per IC 5-14-3-3(a)(2), whether he or she would like to make his or her own copies:

- (A) on the agency's equipment; or*
- (B) on the person's own equipment.*

Additionally, per IC 5-14-3-8(d):

This subsection applies to a public agency that is not a state agency... The fee for copying documents may not exceed the greater of:

- (1) ten cents (\$0.10) per page for copies that are not color copies or twenty-five cents (\$0.25) per page for color copies; or*
- (2) the actual cost to the agency of copying the document.*

As used in this subsection, "actual cost" means the cost of paper and the per-page cost for use of copying or facsimile equipment and does not include labor costs or overhead costs. A fee established under this subsection must be uniform throughout the public agency and uniform to all purchasers.

Respondent has not stated that these documents were only available in paper form. Respondent did not give Complainant the option of picking up the copies

so that the mailing costs would not be incurred.

Buried in IC 5-14-3-8(e)(2), last sentence states:

A public agency may require that the payment for search and copying costs be made in advance.

This protects the agency from doing work that will not be picked up by a requestor. However, the requestor should also be aware of the cost related to his or her APRA request in case moving forward would be cost prohibitive, rather than having it mailed to him or her with a bill for copying and postage.

CONCLUSION

This office finds that the Respondent violated APRA as alleged in the complaint.

A handwritten signature in black ink, appearing to read "Jennifer G. Ruby". The signature is fluid and cursive, with the first name "Jennifer" being more prominent.

Jennifer G. Ruby
Public Access Counselor