

COMMISSIONER'S MEETING

November 18, 2013

The Bartholomew County Commissioners met in regular session on November 18, 2013 in the Governmental Office Building, 440 Third Street, Columbus, Indiana. Chairman Carl Lienhoop called the meeting to order at 10:00 a.m. Commissioners Larry Kleinhenz and Rick Flohr, County Attorney J. Grant Tucker and Auditor Barbara Hackman were also in attendance.

Commissioner Flohr gave the Invocation and led the Pledge of Allegiance.

The first item on the agenda was the approval of the November 12, 2013 Meeting Minutes. Commissioner Kleinhenz made a motion to approve the minutes, seconded by Commissioner Flohr, and the motion passed unanimously.

Next item on the agenda was the approval of Claims. Commissioner Flohr made a motion to approve the Claims, seconded by Chairman Lienhoop, and the motion passed unanimously.

The next item on the agenda was the weekly Permit report. Chairman Lienhoop read the New Permits Report from 11/11/13 to 11/15/2013. Twenty-three (23) permits had been issued with a fee amount of \$2,538 and an estimated construction cost of \$1,098,750.

For the next item on the agenda County Engineer Danny Hollander gave the weekly crew report which included the following work: mowed in Flatrock Township, helped the City of Columbus with work on Irwin Dr., patched roads, worked on signs, ground stumps,

picked up trash, replaced pipe on 750N and ditched along 300W, did some wedging on 875W and widening work on Whitehorse Rd., and cleaned up trees from the storm.

Commissioner Kleinhenz mentioned raising a seven to eight-foot part of road out at Grandview area using excess dirt to fill a notable dip which poses a hazard upon approaching a stop sign.

Chairman Lienhoop mentioned the expressed interest for installing a bike lane on 325W. He went on to say the County doesn't own right-of way access to accommodate a bike lane for most of its roads. The County should consider the consequences of its stance on this issue before setting a precedent.

The next agenda item was the consideration of an Interlocal Cooperation Agreement between Bartholomew County and the City of Columbus for aerial imagery services of their respective political subdivisions with Pictometry (beginning on page 8). County Assessor Lew Wilson stated that while various county and city departments would benefit from the service, the Assessor's Office would benefit the most and; therefore, would pay more of the bill. The County would pay 58% of the first flight cost of \$112,357 and pay 56% of the second flight cost of \$114,726. The City would pay 42% and 44%, respectively. The county-wide flights would be performed in 2014 and 2017. The service provides 3-D, four-sided images and enhanced measurement technology to facilitate in-house reassessment and automatically updates pictures on GIS thereby reducing fieldwork expenses, such as, mileage, vehicle and manpower hours.

Commissioner Kleinhenz asked if there were privacy concerns. Assessor Wilson felt the process would be less intrusive and inconvenient to property owners than knocking on doors and walking onto properties and safer than being on properties of unknown occupants, animals, etc. Commissioner Flohr asked how Pictometry would overlay with GIS. Previously GIS photo imagery was updated with pictures taken from State flyovers, the latest one having been done in 2011. The County's IT Department has recently been estimating roughly \$20,000 for the next update via State flyover. Pictometry has been tied in with some of the State's flyover work and would update the County's GIS directly, replacing the State's flyover, for another cost savings. Additional savings would come from other departments' use of the services. Commissioner Flohr questioned why the County needed it. Pros include: (1) more frequent updates, 3-D imagery, and a measurement device all providing a high level of quality images to facilitate more accurate property assessments while (2) lowering the costs of reassessment and (3) providing other offices with increased application possibilities. Commissioner Lienhoop mentioned that attendees of the Data Board Meeting last week were told of law enforcement's use of this level of imaging being quite valuable in a hostage situation, i.e., the placement of doors and windows. The Data Board approved and welcomed the service, which would be paid out of the Assessor's reassessment dollars. Commissioner Lienhoop acknowledged the healthy price tag, but noted that if the County and City experience a growth boom they may even have to update every other year versus every three years. After consulting with other counties, Assessor Wilson remains confident that the savings of his department alone would offset the cost.

Mike Lovelace, a taxpayer, asked, “If the City of Columbus is in Bartholomew County, why does the City need to chip in part of the bill?” After all, “the City of Columbus taxpayers pay County tax, so why don’t you (the Assessor’s Office) just absorb the whole cost?” Assessor Wilson responded that initially the service will be mostly used by the Assessor’s Office and its budget will be slightly stretched, but he believes (from what other counties say) that once City/County law enforcement agencies and court services and City Utilities begin using Pictometry they will become more committed to its use and continuation. Mr. Lovelace asked what the City would use it for. The City Utilities Department shows interest now, but it is assumed that the police department will also be extremely interested. County Attorney Tucker raised a previously mentioned concern about privacy issues. He reiterated, “Is this literally *Big Brother* looking in our windows?” Assessor Wilson answered that he preferred working with aerial imagery inspections rather than his department being the *Big Brother* sending employees onto owners’ properties. Mr. Lovelace asked about seeking funding from other County offices instead of just coming out of the Assessor’s Office and the City getting bit twice. Future funding from other offices is hoped for in the future once the feasibility is established. John Dishinger, a taxpayer, saw this as “nothing more than something to increase the assessed valuation. I’ve been increased enough. I mean too much... and [inaudible] and I told you what. Now the next step you’re going to want is drones. We’re getting more and more controlled nationwide and in this County over the public citizens. At some place it’s going to have to cease.” Commissioner Lienhoop responded that the process will show both sides of the coin, that valuations will show

decreases as well as increases of property values. Commissioner Lienhoop stated the agreement is ready to go to the Board of Public Works for consideration. Commissioner Kleinhenz elaborated on the discussion about seeking more departmental funding. Commissioner Kleinhenz mentioned there evidently must be enough value through the Utilities Department that Keith Reeves, Director of City Utilities, has pushed for Pictometry's services to benefit the City's utilities and engineering functions and it seems that funding requests from the City might be easily attained for that purpose alone. Mr. Lovelace stated he might want to have some time to address the City Council to question if the Utility Department should be funding the cost versus the City's budget. It was Assessor Wilson's understanding that the City Council had approved the expenditure through the Utilities Department's budget. The contract with Pictometry needs to be approved before the signing of the interlocal agreement. The agreement needs to be signed in November to ensure the timely scheduling of a flyover. Commissioner Kleinhenz made a motion to table the agreement for one week to allow for more public input, seconded by Commissioner Flohr, and the motion passed unanimously.

For the next item on the agenda, Detective Sergeant Dave Steinkoenig and Major Chief Deputy Todd Noblitt presented a Sheriff's Department Grant Application request for DUI enforcement funding. The grant will fund roving patrols to work drug and alcohol enforcement during off duty hours through aggressive traffic law enforcement. This is a repeat grant requiring no county matching and funds are received upfront and budgeted by the County. The amount for the 2014 calendar year is \$8,000. Motion was made by

Commissioner Kleinhenz to sign the Sheriff's Department DUI Grant Application request, seconded by Commissioner Flohr, and the motion passed unanimously.

Before hearing Emergency 911 Director Ed Reuter present the next agenda item, Commissioner Lienhoop thanked Emergency Management Personnel for their extra work to cover the severe weather situation from the prior day. Emergency 911 Director Ed Reuter praised the good collaborative effort of the Emergency 911 Center and the local sheriff and police departments. Commissioner Kleinhenz then mentioned scheduling an organizational meeting for snow emergencies. Director Reuter moved on to the next item, the Tower Lease Agreement with Southern Indiana RSA Limited Partnership d/b/a Verizon Wireless. Six years ago talks began and the County entered into an agreement with Verizon to replace a tower in Columbus whereby Verizon would use the top 10 feet for their equipment and eventually pay the County per lease agreement. The time has come, pursuant to Paragraph 4(b) of the Agreement for Verizon's lease payments to begin on January 1, 2014 in the amount of approximately \$1,600 monthly with a 3% increase for the next 20 years. Commissioner Kleinhenz suggested that, with the County Council's approval, the rent money be earmarked for long-term maintenance of the facility instead of a general fund. Director Reuter pointed out that, per state statute, Emergency 911 funding can't pay for "bricks and mortar" and he agreed that the rent money could be valuable in meeting maintenance expense. Commissioner Flohr made the motion to sign the Lease Agreement with Verizon Wireless, seconded by Commissioner Kleinhenz, and the motion passed unanimously.

Taxpayer John Dishinger commented that the previous tower had drawn a lot of lightning strikes and asked if the new tower is better. Director Reuter said the new tower is better than before as it was positioned further away from the building and generator and has a better grounding field around it. The new tower has sustained a hit and didn't cause any damage like before. Commissioner Lienhoop expressed appreciation for having Director Reuter in his 911 position and feels the County is very fortunate to have received him from the Indiana State Police. Director Reuter is respected in the state particularly within the Emergency 911 realm.

There being no other business, the meeting was adjourned by Chairman Lienhoop at 10:45 a.m. The next Commissioners' meeting will be on Monday, November 25, 2013 at 10:00 a.m. in the Commissioners' Chambers.

BARTHOLOMEW COUNTY
COMMISSIONERS

CARL H. LIENHOOP, CHAIRMAN

LARRY S. KLEINHENZ, MEMBER

RICHARD A. FLOHR, MEMBER

ATTEST:

BARBARA J HACKMAN

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN BARTHOLOMEW COUNTY, INDIANA, THE CITY OF COLUMBUS,
INDIANA**

WHEREAS, Bartholomew County, Indiana (“County”) and the City of Columbus, Indiana (“City”) both have a need for aerial imagery of their respective political subdivisions;

WHEREAS, Pictometry is a third party vendor offering aerial imagery services for political subdivisions;

WHEREAS, cooperation regarding use of a third party vendor for aerial imagery is of mutual benefit to the County and the City;

WHEREAS, it is the mutual desire of the City and County to enter into an Interlocal Cooperation Agreement to delineate their respective rights and responsibilities of each to the other with respect to funding, maintenance, use and ownership of aerial imagery and a resulting service contract with Pictometry.

NOW THEREFORE BE IT AGREED BY AND BETWEEN THE BOARD OF COMMISSIONERS OF BARTHOLOMEW COUNTY, INDIANA, AND THE BOARD OF WORKS AND PUBLIC SAFETY OF THE CITY OF COLUMBUS, INDIANA TO ENTER INTO AN INTERLOCAL COOPERATION AGREEMENT REGARDING THE FUNDING, MAINTENANCE, AND USE OF PICTOMETRY.

1. PARTIES: The parties to this Interlocal Cooperation Agreement are the Board of Commissioners of Bartholomew County, Indiana (“County”), the Board of Public Works and Safety of the City of Columbus (“City”).

Bartholomew County, Indiana
Board of County Commissioners
440 Third St
Columbus, IN 47201

City of Columbus, Indiana
Board of Public Works and Safety

123 Washington St
Columbus, IN 47201

2. PURPOSE: The purpose of this agreement is to define the respective rights and responsibilities of the parties hereto as it relates to funding, use, maintenance and operations of Pictometry.

3. METHOD OF FINANCING, STAFFING AND SUPPLYING THE JOINT UNDERTAKING AS WELL AS ESTABLISHING AND MAINTAINING A BUDGET: It is not contemplated that this agreement will require staffing. The financing of this agreement will be divided proportionally among the City and County shareholding departments starting in 2014 and based upon the necessary timing as it may be set out in the Pictometry contract. For the purposes of this agreement, a shareholder in the Pictometry software will be defined as Bartholomew County and City of Columbus.

4. The items to be cost shared will include:

- a. "First Flight" and "Second Flight" excluding the cost of Change Finder. All costs associated with Change Finder shall be borne by Bartholomew County. The cost sharing as stated in Exhibit "A" for the First Flight as a percentage equals 41.174% for the City and 58.826% for the County. The cost sharing as stated in Exhibit "A" for the Second Flight as a percentage equals 44.039% for the City and 55.961% for the County.
- b. Pictometry software modifications that are non-departmental specific. The costs associated with departmental specific modifications shall be borne by the department requesting or requiring the modifications unless agreed to in writing and approved by the necessary governing board.
- c. Any additional costs upon which the parties hereto can mutually agree.

Costs for the Pictometry software will be reviewed by the GIS Steering Committee prior to the commitment of the Second Flight. The GIS Steering Committee and a recommendation for total expenditures and cost allocation among the parties hereto will be made to the Bartholomew County Commissioners and the Columbus Board of Public Works and Safety by June 1, 2016. In the event that the County and City would fail to approve, in whole or in part, the recommendation of the GIS Steering Committee, the Steering Committee shall revise its recommendation and resubmit it to the County and City until the same is approved by all two said entities.

Exhibit "A" is attached hereto and incorporated by reference and is the current cost and cost distribution for 2014 "First Flight" and 2017 "Second Flight" and any other items subject to cost sharing will mirror the division of costs as set forth in Exhibit "A".

5. **ADMINISTRATION:** This agreement will be administered by the GIS Steering Committee. This committee shall consist of the GIS Mapping Division Head of Bartholomew County, the Bartholomew County Director of Information Technology, the Columbus Bartholomew Planning Department Director, the County Highway Engineer, the Columbus Area Metropolitan Planning Organization Director, the Director of Columbus City Utilities, and the City of Columbus Engineer. The Bartholomew County Surveyor's Office will be primarily responsible for the day-to-day operation of this agreement.

6. **DURATION AND TERMINATION:** This agreement shall commence upon its execution by all parties hereto and shall continue until terminated by any one or more parties hereto. In order to terminate this agreement, the party seeking to terminate this agreement must give the other parties written notice of said party's intent to terminate at least ninety (90) days in advance of the proposed termination date. This ninety (90) day notice provision can, however, be waived by the mutual consent of all parties.

7. **DISPOSITION OF PROPERTY ACQUIRED UPON TERMINATION OF THIS AGREEMENT:** It is not contemplated that any real property will be acquired

during this agreement. Any personal property acquired during this shall, upon termination of this agreement, become the property of the party in whose office, or upon whose system, said property is installed. In the event the personal property is reproducible, each party shall receive a full and complete set of any documents, images and information produced pursuant to this agreement.

Exhibit "A"

First Flight Summary

Due at Signing	2014	\$13,486.95
Due at Initial Shipment of Imagery	2014	\$20,627.63
Due at First Anniversary of Shipment of Imagery	2015	\$26,392.50
Due at Second Anniversary of Shipment of Imagery	2016	\$26,392.50
Due at Shipment of ChangeFindr	2014	\$19,833.30
Due at Shipment of Connect/POL	2014	\$ 5,625.00
Total Cost City		\$46,262.29
Total Cost County		\$66,095.59
Total cost		\$112,357.88

<u>Amount Due 2014</u>	<u>Amount Due 2015</u>	<u>Amount Due 2016</u>
City-\$19,869.79	City-\$13,196.25	City-\$13,196.25
County-\$39,703.09	County-\$13,196.25	County-\$13,196.25

Second Flight Summary

Due at Initial Shipment of Imagery	2017	\$34,178.50
Due at First Anniversary of Shipment of Imagery	2018	\$29,497.50
Due at Second Anniversary of Shipment of Imagery	2019	\$29,497.50
Due at Shipment of ChangeFindr	2017	\$13,678.13
Due at Shipment of Connect/POL	2017	\$ 7,875.00
Total Cost City		\$50,524.25
Total Cost County		\$64,202.38
Total cost		\$114,726.63

<u>Amount Due 2017</u>	<u>Amount Due 2018</u>	<u>Amount Due 2019</u>
City-\$21,026.75	City-\$14,748.75	City-\$14,748.75
County-\$34,704.88	County-\$14,748.75	County-\$14,748.75