

COMMISSIONER'S MEETING

November 25, 2013

The Bartholomew County Commissioners met in regular session on November 25, 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.

County Assessor Lew Wilson gave the Invocation and led the Pledge of Allegiance.

The first item on the agenda was the approval of the November 18, 2013 Meeting Minutes. Commissioner Kleinhenz made a motion to approve the minutes, seconded by Commissioner Lienhoop, and the motion passed unanimously.

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

The next item on the agenda was the weekly Permit report. Chairman Lienhoop read the New Permits Report from 11/18/13 to 11/21/2013. Thirty (30) permits had been issued with a fee amount of \$2,828 and an estimated construction cost of \$1,548,304.

For the next item on the agenda County Engineer Danny Hollander gave the weekly crew report which included the following work: mowed in Harrison & Wayne Township, helped the City Utilities with some mowing, patched roads, cleaned up trees after the storm,

ditched on 200 S by the Humane Society, replaced pipes at 475 E & 500 N, hauled dirt to 325 W, hauled sand to the remote site locations, put sand boxes on the trucks and fixed mailboxes on 600 N due to complaints.

The next agenda item (*tabled last week*) 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 as presented by County Assessor Lew Wilson (*see attached*). This is oblique photography that will be utilized by the County Assessor for assisting reassessments. Other departments will use this, but only his office will use the “change finder” option and that is why he will be paying a larger percentage. Mike Lovelace (*in the audience*) asked if we should wait due to changing technology and is this a bid process? Assessor Wilson stated he had looked at 4 companies. Two of these companies do not tie into the aerial photography. Another company has not worked in Indiana so that is why he made his choice. He is correct about the technology, but we need it now for the reassessment and cannot wait. Mr. Lovelace stated he believes in the bid process but also wanted to know about the training for this system. Assessor Wilson’s understanding is that the company will do in house training and that it does not require much training to utilize the system. Chairman Lienhoop stated that there is an “out” in the contract with 90 days prior notice so they could get out of the second flight commitment. It is also to be overseen by the GIS Steering Committee. Tom Heller (*in the audience*) asked what the “business case” is for this project. He asked if this is because the data in the Assessor’s Office is not good. Assessor Wilson stated they will have cleaner, better data. When he came

into office they had 2 full-time and 2 part-time field people collecting data. This will reduce that amount. He believes that 75% - 80% of the work can be done in the office with this system. He stated that the fieldsmen that go out require a higher level of training and pay. You will still need some of these people, but not as many. Mr. Heller stated that this would be used as a tool. He asked if the County has an amount that is "left on the table" regarding taxes the County is not collecting. Assessor Wilson stated that it will save him money on his assessments. One County had saved 30% utilizing Pictometry. Mr. Heller stated that he is concerned a vendor is trying to sell something that we don't need. Chairman Lienhoop stated that there is an "out" that we could cancel the second fly over if we feel it is not necessary. He also stated that another comment was made by Assessor Wilson regarding security of his personnel. This would eliminate a lot of those issues as it can be done in house. Assessor Wilson stated that once the patent expires, then other vendors can do the same for less costs, however they will not expire in enough time for the next reassessment. Commissioner Flohr asked if we could wait. Assessor Wilson stated that he must start re-assessment on July 1, 2014 and we cannot wait. This is just the Inter-Local Agreement, not the contract with the vendor; that will follow soon.

Commissioner Flohr made a motion to enter into the Inter-Local Agreement. Commissioner Kleinhenz seconded the motion which passed unanimously.

The next item on the agenda was consideration of a Joint Funding Agreement for the Operation and Maintenance of Stream Flow Gauges as presented by EMA Director Dennis Moats. This is an annual agreement in which the Federal Government will pay ten-thousand

dollars (\$10,000) with the County paying fourteen-thousand dollars (\$14,000). The last two years, the County has received seven-thousand five-hundred dollars (\$7,500) from the Flatrock Hawcreek Project towards this agreement which has allowed him to return half of his budgeted amount to the County. These are part of the early warning system for flooding. The USGS will do all the maintenance on these gauges. The City has gauges that they pay for. The military pays for the gauge on Driftwood River (*located on the old Hendricks Ford Bridge on 950N*). Motion was made by Commissioner Kleinhenz to sign the agreement, seconded by Commissioner Flohr, and the motion passed unanimously. It was noted that Columbus Regional Hospital installed these gauges after the flood of 2008 and paid for the first year's maintenance. Chairman Lienhoop noted that Cummins has their new flood wall in place around Plant One. He wanted to comment how nice it looks. It was very well done. He stated that most successful communities seem to have a premier company. We are fortunate to still have Cummins in our community. CRH and Cummins have both built nice looking flood walls within our community.

The next agenda item was consideration of 2014 Payroll and Claim Voucher Schedules. Commissioner Kleinhenz made the motion to approve the 2014 Payroll and Claim Voucher Schedules as presented, seconded by Commissioner Lienhoop, and the motion passed unanimously.

The next item on the agenda was the monthly Animal Control report. Commissioner Flohr read the report as follows: picked up 25 dogs & 22 cats, there was 1 dog violation & 1 fine for dogs, there were 3 dog bite cases & 1 cat bite case, 4 animals had been reclaimed, 1

dog trap & 3 cat traps had been loaned and there were 26 other cases for a total of 101 events. Van 1 had driven 2,640 miles and Van 2 had driven 1,696 miles. Commissioner Flohr made a motion to accept the report as presented. Commissioner Kleinhenz seconded the motion which passed unanimously.

Under Miscellaneous, Mike Walters (*in the audience*) spoke about the speed limit on Youth Camp Road and issues regarding school bus safety. Engineer Hollander stated they have done a study but have not as of yet written up the results. Chairman Lienhoop also stated that the intersection of 550 N and Marr Road needs to be looked at with possibly even a 4-way stop being needed. Mike Lovelace (*in the audience*) stated that the old RV setting at the old filling station (*on Marr Road*) might be setting to close to the road and blocking some of the view. Commissioner Kleinhenz clarified that the section on Youth Camp Road that is in question is from 550 to the hill.

Mike Lovelace asked about the status of the study on the Annex Building. Chairman Lienhoop stated that it was scheduled to be presented at the end of the December 9, 2013 Commissioner's Meeting.

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, December 2, 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