



**MONROE COUNTY BOARD OF COMMISSIONERS AGENDA
MONROE COUNTY COURTHOUSE
JUDGE NAT U. HILL III MEETING ROOM
BLOOMINGTON, INDIANA
February 21, 2014
9:00 a.m.**

I. CALL TO ORDER	
II. PLEDGE OF ALLEGIANCE	
III. PUBLIC COMMENT	Page
IV. APPROVAL OF MINUTES	
A. January 24, 2014	180
B. February 7, 2014	194
V. APPROVAL OF PAYROLL AND CLAIMS	
VI. REPORTS	
A. Clerk of the Circuit Court Monthly Report – January 2014	1
B. Treasurer’s Monthly Report – January 2014	2
C. Weights and Measures Monthly Report – January 16-February 15, 2014	4
VII. NEW BUSINESS	
A. Community Corrections Extended BI Maintenance Agreement 14-15 and Updated Product Pricing for As-Needed Monitoring Fund/Fund Name: Project Income & DOC Grant Amount: \$9,824 for Maintenance Plus Products as Needed Jeff Hartman, Probation/Community Corrections	5
B. Approval of an Agreement between Monroe County Health Department and Volunteer’s in Medicine (VIN) Fund/Fund Name: 1168 Amount: \$20,000 Penny Caudill, Health Department Administrator	15

C.	Approval of Memorandum of Understanding (MOU) between Monroe County Health Department and Monroe County Fairgrounds (Fair Board) Penny Caudill, Health Department Administrator	18
D.	Service Agreement between Pictometry International Corp and Monroe County, Indiana Fund/Fund Name: 1188-000-30.0006/Software & Services Amount: \$271,517 Paid Over 3 Years Judy Sharp, County Assessor	20
E.	Ordinance 2014-04 – Neihrt Rezone. Rezone from Estate Residential 2.5 (RE2.5) to Forest Reserve (FR) Case 1310-REZ-05 Tammy Behrman, Planning Department	40
F.	Ordinance 2014-08 – Bailey Wireless Communication Facility Overlay Rezone to Add Wireless Communication Facility (WCF) Overlay to Agriculture/Rural Reserve (AG/RR) Jackie Scanlan, Planning Department	61
G.	Ordinance 2014-10 - To Amend the Monroe County Zoning Ordinance Definitions and Sign Chapters for Internally and Externally Illuminated Signs: Chapter 801 and 807 Beth Rosenbarger, Planning Department	137

VIII. APPOINTMENTS

IX. ANNOUNCEMENTS

X. ADJOURNMENT

MONTHLY REPORT - CLERK OF THE CIRCUIT COURT

Required by IC 33-17-2-8

MONTHLY REPORT JANUARY 2014

Charges:

1	Fees payable to the State		
	JC - Reimbursements	\$	197,014.80
	FSSA Support		
2	Fees payable to the county	\$	135,866.86
3	Bank Discrepancy	\$	1,233.89
4	Trust Funds (Bonds/Other)	\$	1,883,244.74
5	Trust, Refunds	\$	361.96
6	Trust, Judgment Collections	\$	26,971.26
	ISETS Child Support Collections	\$	190,279.89
	Interest-bearing Accounts Payables	\$	12,169.51
	Cash on Hand	\$	1,500.00
7	Total Charges	\$	2,448,642.91

Credits

8	Certificate of deposit		
9	Certificate of deposit		
10	Certificate of deposit		
11	Monroe County Bank Account		
	Monroe Bank Account - Ledger	\$	2,244,693.51
	Old Judgment Collections		
	ISETS Child Support	\$	12,169.51
	Interest-Bearing Saving Account		190,279.89
12	Subtotal: Daily Balance Record (Lines 8-11)		
13	ISETS Monthly Clerk's Support Record	\$	-
14	Total Depository Balances as shown by Records	\$	2,447,142.91
15	Investments on Hand at the close of business	\$	-
16	Cash in office at the close of business	\$	1,500.00
17	Total	\$	-
18	Cash Short		
19	Cash Long		
20	PROOF (Line 7)	\$	2,448,642.91

FILED

FEB 19 2014

Steve Seether
Auditor Monroe County, Indiana

21	Balance in All Depositories	\$	3,228,447.44
22	Deduct: Outstanding Checks	\$	(822,800.01)

COUNTY TREASURER'S MONTHLY REPORT

Required by IC 36-2-10-16 and IC 5-13

Month ending	January	2014	MONROE COUNTY
CHARGES:			
1 Total Taxes Collected (Not Received to Ledger or Refunded)		\$	0.00
2 Advance Collection of Taxes			1,410,426.68
3 Bank, Building and Loan and Credit Union			0.00
4 Barrett Law Collections			0.00
5 Cash Change Fund			1,000.00
6 Conservancy District Collections			0.00
7 Demand Fees			0.00
8 Dog Tax			0.00
9 Drainage Assessments			0.00
10 Excess Tax Collections			0.00
11 Gross Income Tax on Real Estate			0.00
12 Vehicle license Excise Tax			4,422,283.44
13 Sewage Collections			0.00
14 Tax Sale Costs			0.00
15 Aircraft License Excise Tax			138.43
16 Auto Rental Excise Tax			138,986.04
17 Watercraft Title and Registration Fees (Boat Excise Tax)			39,825.05
18 Watercraft Use Tax			0.00
19 Storm water			0.00
20			
21 Total Balances of all Ledger Accounts - Cash			52,799,986.45
22 Total Balances of all Ledger Accounts - Investments			286,080.96
23 Total Charges		\$	59,099,737.05
CREDITS:			
24 Depository Balance as Shown by Daily Balance of Cash and Depositories Record (List in Detail on Reverse Side)		\$	52,631,726.05
25 Investments as Shown by Daily Balance of Cash and Depositories Record Column 12, Line 41		\$	6,467,011.00
26 Total Cash on Hand at Close of Month:			
Currency	\$	900.00	
Coins		100.00	
Checks, Money Orders, etc.		0.00	
Total			\$ 1,000.00
27			
28			
29			
30 Total		\$	59,099,737.05
31 Cash Short (add)			0.00
32 Cash Long (Deduct)		\$	0.00
33 Proof		\$	59,099,737.05 \$ 59,099,737.05
34 Balance in all Depositories Per Daily Balance Record (Line 24 Above)		\$	52,631,726.05
35 Outstanding Warrant-Checks (Detail by Depositories on Reverse Side)			699,692.51
36 Balance in all Depositories Per Bank Statements (Detail on Reverse Side)		\$	53,785,350.88
37 Deposits in Transit (Detail on Reverse Side)			453,932.32
38 Proof		\$	53,785,350.88 \$ 53,785,350.88
ANALYSIS OF CASH ON HAND AT CLOSE OF MONTH:			
(a) Cash Change Fund Advanced by County		\$	1,000.00
(b) Receipts Deposited in Depositories			
(c) Uncollected Items on Hand (List on Reverse Side)			
(d) Total (Must Agree With Line 26 Above)		\$	1,000.00

State of Indiana, Monroe County: SS: I, the undersigned treasurer of the aforesaid County and State hereby certify that the foregoing report is true and correct to the best of my knowledge and belief.

Dated this 10th day of February, 2014

Caroline Smith
County Treasurer

Note: Prepare in quadruplicate, retain one copy and give three copies to the County Auditor.
Original (White) --To be filed with County Auditor for Board of Finance.
Duplicate (Blue) --To be filed with County Auditor for Board of Commissioners.
Triplicate (Pink) --To be filed with County Auditor for transmission to State Board of Accounts.
Quadruplicate (Canary) --To be retained by County Treasurer.

FILED

FEB 14 2014

Steve Justice
Auditor Monroe County, Indiana



WEIGHTS AND MEASURES MONTHLY REPORT
 State Form 44196 (R2/10-99)

DIVISION OF WEIGHTS AND MEASURES
 2525 North Shadeland Avenue, STE D3
 Indianapolis, IN 46219-1791
 (317) 356-7078

Inspector: Scott Sowder **Jurisdiction** Monroe County **Month of** Jan 16 - Feb 15 **2014**

STATISTICAL				
INSPECTION ACTIVITIES	Correct	Rejected	Confiscated	Total
SCALES				
Vehicle -State Police				
Vehicle -State Inspection				
Vehicle -City or County	1			1
Railroad Scales				
Belt Conveyor Scales				
Livestock Scales				
Portable & Dormant Scales	2			2
Hopper Scales				
Computing Scales	148	45		193
Suspension Scales				
Prescription Scales	2			2
Gram Scales				
Non-Commercial Scales				
Miscellaneous Scales	1			1
MEASURING DEVICES				
LP Gas Meters				
Vehicle Truck Meters				
Gasoline, Kerosene, Diesel Meters	2	2		4
High Flow Diesel Meters				
Mass Flow Meters				
Taxi Meters				
Timing Devices				
CALIBRATIONS AND TEST				
Commercial Weights				
Prescription Weights	40	1		41
Wheel Weighers				
Test Weights				
Liquid Measures				
Linear Measures				
Standard Containers				
Miscellaneous				
OTHER ACTIVITIES				
Packages Checked	90			90
Packages Controlled	220	13		233
LP Gas Cylinders				
Octane samples				
Measuregraphs				
Misc. Determinations				
GRAND TOTAL	286	48		334

NARRATIVE
 (Explain Miscellaneous Tests and Activities.)

Inclement weather slowed things down a little this month. However the bad weather did provide a little more time at the office. I used this time to update my files and start work on a database that will allow me to better track the historical data on the locations that I inspect.

Small Scales

I completed most of the scales at my larger grocery stores this month. I have been placing security seals over the calibration mechanisms on all of my grocery scales this year. This is a little more time consuming due to the fact most of these scales have never been sealed previously. Most of the deli scales at one of our larger chains didn't even have the screw installed to properly seal these devices. These seals are placed on the device to prevent the store/ repair company from calibrating the scale without informing Weights & Measures.

Complaints

I received a complaint about fuel dispensers pumping slowly at one of our gas stations this month. During the test I found the dispenser pumping at a maximum rate of 0.9 gallons per minute. I rejected the dispensers. Repairs were made and dispensers are now operating normally.

Package Checking

During a package audit this month I found Il Primo brand Hard Salami that was short net weight. I conducted a Category A test on this item and the lot failed and the item was pulled of the shelf. I will investigate this further to ensure this was not just an isolated incident.

Annual Conference

We will be having the annual Indiana Association of Inspectors of Weights & Measures conference here in Bloomington the week of February 25th.

FILED
 FEB 19 2014

Steve Sowder
 Auditor Monroe County, Indiana

EXTENDED WARRANTY AND SUPPORT SERVICES AGREEMENT
Agreement No.111213CW2

This Agreement ("accrue Agreement") is made by and between BI INCORPORATED, a corporation organized under the laws of the State of Colorado, with its principal place of business at 6400 Lookout Road, Boulder, CO 80301 and MONROE COUNTY COMMUNITY CORRECTIONS with its principal place of business at 405 West 7th Street, Bloomington, IN 47404 (hereinafter "Customer").

WHEREAS, Customer has determined that a present need exists for the maintenance and support services contemplated herein, and

WHEREAS, Customer is authorized to enter into this Agreement by the laws and regulations to which Customer is subject; and

WHEREAS, Customer and BI agree that the terms and conditions of this Agreement apply to the services purchased hereunder; and

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

1. EXTENDED WARRANTY AND SUPPORT SERVICES

Customer is entitled to receive those maintenance and support services as further described in the attached Warranty and Support Coverage sheet(s) (the "Coverage") for that equipment as set forth in Exhibit A (the "Equipment").

- | | |
|--|---|
| 2. AGREEMENT TERM: | 12 Months |
| 3. EFFECTIVE DATES OF COVERAGE: | February 3, 2014 through February 2, 2015 |
| 4. TOTAL ANNUAL COST OF COVERAGE: | \$9,824.00 |
| 5. MONTHLY PAYMENT: | \$818.63 for the first month
\$818.67 for the last 11 months |
| 6. SCHEDULE OF COVERED EQUIPMENT: | See Exhibit A |

7. DISPOSABLE SUPPLIES:

Customer is entitled to one (1) HG-2221 Male/female latch set for every quarterly interval (three month period) of the Term hereof; and six (6) HG-2223 Anti-tamper straps and one (1) HG-2222 battery for every year of the Term hereof per Transmitter/Receiver Unit covered hereunder.

8. LIMITATION OF LIABILITY

BI's entire liability and Customer's exclusive remedy for damages from any cause whatsoever, and regardless of the form of action, whether contract, warranty or tort (including negligence), shall be limited to the aggregate payments made hereunder that is the subject matter of or is directly related to the cause of action. The foregoing limitation will not apply to claims by third parties for personal injury or property damage arising out of the negligence of BI.

IN NO EVENT WILL BI BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF USE OF THE EQUIPMENT, PERFORMANCE OF SERVICES PROVIDED UNDER THIS AGREEMENT, OR ARISING OUT OF CUSTOMER'S FAILURE TO PERFORM ANY OF ITS RESPONSIBILITIES HEREUNDER. IT WILL BE CUSTOMER'S RESPONSIBILITY TO ADEQUATELY SAFEGUARD ITS DATA USED IN CONJUNCTION WITH EQUIPMENT.

9. GENERAL

Without the prior written consent of BI, Customer shall not assign or transfer this Agreement.

The entire Agreement between the parties with respect to the subject matter hereof is contained in this Agreement. There are no understandings, representations or warranties expressed or implied, not specified herein, respecting this Agreement or the services furnished hereunder. BI shall not be liable for any failure or any delay in performance hereunder if such failure or delay is due, in whole or in part, to any cause beyond its control. Any pre-printed terms and conditions of any purchase order issued in connection with this Agreement

or maintenance service of the Equipment shall be superseded by the terms and conditions of this Agreement and of no force and effect. Either party may terminate this Agreement at any time for failure of the other to comply with any of its terms and conditions. Such termination will require a written notice as described herein.

Customer shall pay any and all applicable state and local taxes that may be due from this Agreement.

Interest on any amount which is past due shall accrue at the rate of 1-1/2% per month, or if such rate exceeds the maximum rate allowed by law, then at such maximum rate, and shall be payable on demand. Customer agrees that BI may withhold Coverage services to Customer if Customer's account with BI is delinquent.

This Agreement shall not be deemed or construed to be modified or amended, in whole or in part, except by written amendment signed by the parties hereto.

Either party may cancel this Agreement at any time, without cause, with thirty (30) days prior written notice.

Any provision of this Agreement which is unenforceable under the laws of any jurisdiction which are applicable hereto shall be ineffective to the extent such laws apply without causing such provision to be ineffective under the laws of any other jurisdiction which may be or may become applicable and without invalidating the remaining provisions of this Agreement. The captions set forth herein are for convenience only and shall not define or limit any of the terms hereof. This Agreement shall be governed by and construed in accordance with the laws of the State of Indiana.

No action, regardless of form, arising out of this Agreement may be brought by either party more than two years after the cause of action has arisen, or, in the case of an action for non-payment, more than two years from the date payment was due.

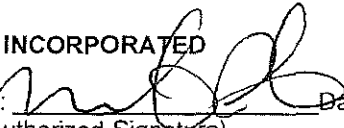
Customer has read this Agreement and understands that the terms and conditions apply fully to all documents made a part of this Agreement and acknowledges that it understands and is bound by this Agreement.

THIS AGREEMENT SHALL NOT BE EFFECTIVE UNTIL EXECUTED BY THE CUSTOMER AND ACCEPTED BY AN AUTHORIZED REPRESENTATIVE OF BI AT ITS PRINCIPAL PLACE OF BUSINESS.

By execution hereof, the signer hereby certifies that signer is duly authorized to execute this Agreement on behalf of Customer.

BI INCORPORATED

MONROE COUNTY COMMUNITY CORRECTIONS

By:  Dated 2-4-14
(Authorized Signature)

By: _____ Dated _____
(Authorized Signature)

Michael Pharris
(Print or type name)

(Print or type name)

Assistant Controller
(Title)

(Title)

EXHIBIT A
 to the
EXTENDED WARRANTY AND SUPPORT SERVICES AGREEMENT
 Agreement No. 111213CW2 ("Agreement")
 between
 BI INCORPORATED ("BI")
 and
 MONROE COUNTY COMMUNITY CORRECTIONS ("Customer")

Quantity	Model	Serial #'s	Annual Unit Cost	Coverage Start Date	Coverage Expiration Date	Annual Cost of Coverage
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FIELD EQUIPMENT - The Coverage for the following Equipment is as set forth on the BI Home Escort - Field Equipment Warranty and Support sheet which is attached hereto and made a part hereof.

88	HG-200 HomeGuard	See Exhibit B	\$104.00	02/03/2014	02/02/2015	\$9,152.00
7	HG-2220 Drive-BI	See Exhibit B	\$96.00	02/03/2014	02/02/2015	\$672.00
Total Maintenance Cost for Term Specified:						<u>\$9,824.00</u>

EXHIBIT B
to the
EXTENDED WARRANTY AND SUPPORT SERVICES AGREEMENT
Agreement No. 111213CW2 ("Agreement")
between
BI INCORPORATED ("BI")
and
MONROE COUNTY COMMUNITY CORRECTIONS ("Customer")

SERIAL NUMBERS TO BE PROVIDED BY AGENCY

MONROE COUNTY COMMUNITY CORRECTIONS #343
Extended Maintenance from 02/03/14 - 02/02/15

<u>Homeguards</u>	<u>Transmitters</u>	<u>DriveBI Units</u>
HGR7117918	HGM9428300	HGDB0443
HGR7117919	HGM9430101	HGDB1034
HGR7117920	HGM9432871	HGDB1036
HGR7117922	HGM9444733	HGDB1038
HGR7117923	HGM9445098	HGDB1039
HGR7117924	HGM9446324	HGDB1047
HGR7117925	HGM9446339	HGDB1049
HGR7117926	HGM9446340	
HGR7117927	HGM9446341	
HGR7117928	HGM9446342	
HGR7117977	HGM9447705	
HGR7117978	HGM9461050	
HGR7117979	HGM9461072	
HGR7117980	HGM9461073	
HGR7117981	HGS9306540	
HGR7117983	HGS9313770	
HGR7117984	HGS9313796	
HGR7117985	HGS9313798	
HGR7117986	HGS9313802	
HGR7117987	HGS9313803	
HGR7117988	HGS9313804	
HGR7117989	HGS9313805	
HGR7117990	HGS9313806	
HGR7117991	HGS9313807	
HGR7117992	HGS9313808	
HGR7117993	HGS9313809	
HGR7117995	HGS9313810	
HGR7117996	HGS9313811	
HGR7117997	HGS9313812	
HGR7118092	HGS9313815	
HGR7118093	HGS9313816	
HGR7118094	HGS9313819	
HGR7118095	HGS9313820	
HGR7118096	HGS9313821	
HGR7118097	HGS9313822	
HGR7118098	HGS9313823	
HGR7118099	HGS9313824	

HGR7118100	HGS9313825
HGR7118111	HGS9313826
HGR7118112	HGS9313827
HGR7118113	HGS9313829
HGR7118114	HGS9313830
HGR7118115	HGS9313831
HGR7118116	HGS9313832
HGR7118117	HGS9313833
HGR7118118	HGS9313834
HGR7118119	HGS9313835
HGR7118162	HGS9313837
HGR7118163	HGS9313838
HGR7118164	HGS9313839
HGR7118165	HGS9313840
HGR7118166	HGS9313841
HGR7118167	HGS9313843
HGR7118176	HGS9313845
HGR7118177	HGS9313853
HGR7118178	HGS9313854
HGR7118179	HGS9313855
HGR7118180	HGS9313856
HGR7118181	HGS9313858
HGR7118182	HGS9313859
HGR7118184	HGS9313860
HGR7118197	HGS9313861
HGR7118198	HGS9313867
HGR7118208	HGS9313919
HGR7118209	HGS9313948
HGR7118210	HGS9313951
HGR7118212	HGS9313953
HGR7118213	HGS9313958
HGR7118214	HGS9313974
HGR7118215	HGS9313977
HGR7118217	HGS9314035
HGR7118218	HGS9314050
HGR7118294	HGS9314052
HGR7118301	HGS9314058
HGR7118302	HGS9314059
HGR7118303	HGS9314060
HGR7118305	HGS9314062
HGR7118306	HGS9314063
HGR7121533	HGS9314064
HGR7121534	HGS9314065
HGR7121535	HGS9314066
HGR7121536	HGS9314069
HGR7121537	HGS9318908
HGR7121538	HGS9318911
HGR7121539	HGS9318919
HGR7121581	HGS9318922
HGR7122711	HGS9318923
HGR7144739	HGS9318936

**HOME ESCORT™ - FIELD EQUIPMENT
WARRANTY AND SUPPORT COVERAGE**

1. General - The term "Customer" used herein shall refer to the Customer, Lessee or Service Provider as specifically defined in the Agreement which incorporates this document. This warranty is provided only on BI Home Escort™ field equipment. For the purposes of this warranty, BI Home Escort™ field equipment shall be defined as the following BI equipment identified by the BI Incorporated trademark, trade name or logo: (i) Field Monitoring Device, (ii) Transmitter, (iii) Drive-BI Monitor and (v) Activator (the "Equipment"). The Equipment is warranted to be free from defects of workmanship or material under normal use and service, and shall be free from all liens, claims and encumbrances. Customer will be responsible for the proper use, management and supervision of the Equipment. Customer agrees that BI will not be liable for any damages caused by Customer's failure to fulfill these responsibilities. Service requested for the Equipment outside the scope of this warranty will be furnished to Customer at BI's standard rates and terms then in effect.

2. Term - The warranty coverage provided hereunder is available to the Customer for a period of twelve (12) months from the date of receipt of the Equipment by Customer (the "Coverage Term").

3. Service and Parts - BI will make all adjustments, repairs and replacement parts necessary to keep the Equipment in good working order at no charge to Customer. All replaced parts will become the property of BI on an exchange basis. Replacement parts will be new parts or parts equivalent to new in performance when installed in the Equipment. Service pursuant to this warranty will normally be furnished by BI or its designee. If persons other than BI or its designee perform maintenance or repair at Customer's request, and as a result further repair by BI is required to restore the Equipment to good operating condition, such repairs will be chargeable to Customer at BI's standard rates and terms then in effect. BI shall have full and free access to the Equipment to perform this service. Maintenance service required on the Equipment will be performed at BI's facility. All repairs are warranted to be free from defect in material and workmanship for a period of ninety (90) days from the date of repair.

4. Freight - Equipment which is to be returned to BI for service under this warranty shall be returned in accordance with BI's RMA policy.

5. Technical Support - Technical Support entitles the Customer to remote diagnostic support, trouble-shooting by telephone and assistance on obtaining service on Customer's Equipment during the applicable Coverage Term. BI's Customer Support Department is available to the customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-9924. On-call Customer Support representatives are available for emergency situations between the hours of 5:00 PM and 8:00 AM Mountain Time, or during weekends or holidays.

6. Exclusions - The foregoing warranties will not apply if adjustment, repair or parts replacement is required because of accident, transportation by customer, neglect, abuse or misuse (not including abuse or misuse by a client/participant in Customer's electronic monitoring program), air conditioning or humidity control, theft, fire or water damage, telephone equipment or communication lines failure, failure of foreign interconnect equipment, use of external materials which do not adhere to BI specifications, or causes other than ordinary use. BI shall not be required to adjust or repair any unit of Equipment or part if it would be impractical to do so because of alterations in the Equipment, its connection by mechanical or electrical means to unauthorized equipment or devices, or if the Equipment is located outside the U.S. THE EQUIPMENT IS INTENDED SOLELY FOR THE PURPOSE OF IDENTIFYING THE PRESENCE OR ABSENCE OF A PERSON UNDER SPECIFIC CIRCUMSTANCES. THE PRODUCT IS NOT IMPERVIOUS TO TAMPERING OR MISUSE. ITS USE OR ASSIGNMENT IS LEFT SOLELY TO THE DISCRETION OF A RESPONSIBLE JUDICIAL OR CORRECTIONAL OFFICIAL.

7. Limitation of Liability- BI's liability for warranty hereunder is limited to restoring the Equipment to good operating condition provided that Customer has complied with the manufacturers' requirements relative to the Equipment.

8. Return Material Authorization (RMA) Policy - Freight charges to and from BI's facility for Equipment eligible for return hereunder shall be paid by BI when pre-authorized by a Return Material Authorization (RMA) number issued by BI's Customer Support Department, and only when BI's pre-printed shipping labels are used. BI's pre-printed shipping labels provide the Customer with second day delivery to BI's facility. Freight charges incurred by BI for equipment which is returned in a manner which is inconsistent with BI's pre-printed shipping labels, or without an RMA number will be charged back to the Customer. Customers who have multiple sites will be provided shipping labels only at those sites which have a host system or an excess of fifty units. BI reserves the right to deny service to any Customer who does not adhere to the conditions of this policy. BI's Customer Support Department is available to the Customer Monday through Friday from 8:00 AM to 5:00 PM Mountain Time by calling 1-800-241-5178.

9. Non-Warranty Repairs - During the Coverage Term, Customers returning Equipment with damage that is not covered under this warranty will be contacted by BI for authorization to repair the Equipment. Such repairs are subject to BI's standard non-warranty repair rates in effect at the time of the repair. Customers shall be subject to a minimum service charge of \$50.00 for all such returns, even if no repair is authorized. In the event BI is unable to obtain authorization to repair non-warranty damage within seventy-five (75) days from the date of a unit's receipt by BI, the unit will be returned and Customer will be subject to the minimum service charge of \$50.00.

AMENDMENT NO. 5
TO THE
MONITORING SERVICE AGREEMENT
AGREEMENT NO. 110404DY1 ("Agreement")
BETWEEN
BI INCORPORATED ("BI")
AND
MONROE COUNTY COMMUNITY CORRECTIONS ("Agency")

This Amendment is entered into by and between Agency and BI.

In consideration of the promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties hereto, desiring to be legally bound, hereby agree as follows:

1. With respect to the above-referenced Agreement, Exhibit C to Amendment No. 3 is hereby replaced with the following:

HOMEGUARD 200 CHARGES:

Standard Automated Service -

HomeGuard 200 Unit Rental Charge: \$0.90 per day per Unit provided from BI inventory.

HomeGuard 200 Monitoring Service Charge: \$1.11 per Unit per active day.

Total HomeGuard 200 Unit Charge: \$2.01 per Unit, per day.

Seven (7) HomeGuard 200 Unit No-charge Spare(s): Each month during the term of this Agreement, Agency is entitled to up to, but not to exceed, seven (7) HomeGuard 200 Units at no charge (not subject to the Unit Rental Charge) each month during the term of this Agreement. For any inactive HomeGuard 200 Units in excess of the seven (7) no-charge spare unit allowance, Agency will incur a \$0.90 charge per day/per unit.

Five Percent (5%) HomeGuard 200 Unit Loss or Damage: During each year of this Agreement, BI will pay for the cost associated with replacing lost, stolen, or damaged HomeGuard 200 Units equal to, but not to exceed, 5% of the average daily total number of active HomeGuard Units in Agency's possession. Replacement costs for HomeGuard 200 Units in excess of the 5% allowance are the following: HomeGuard 200 Receiver - \$1,320.00 each and HomeGuard 200 Transmitter - \$575.00 each.

Additional HomeGuard 200 Transmitters: Agency may order additional transmitters at a daily rental rate of \$0.48 per transmitter per day.

DRIVE-BI MONITOR CHARGES:

Drive-BI Monitor: No charge.

Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged Drive-BI Monitors. Replacement cost is \$1,500.00 each.

2. With respect to the above-referenced Agreement, Exhibit A to Addendum No. 4 ("ExacuTrack Service Addendum") is hereby amended to add ExacuTrack One Unit pricing as follows:

EXACUTRACK ONE WITH 1.240.A0 ZX SERVICE:

ET One - GPS Point Collection every 1 minute, Data Transmission every 240 minutes, no AFLT, with Zone Crossing Notification.

ExacuTrack One Tracker

Component Rental: \$3.95 per day per Unit provided from BI inventory.

ExacuTrack One 1.240.A0 ZX Service: \$0.90 per day per Unit provided from BI inventory.

ExacuTrack One 1.240.A0 ZX Total: \$4.85 total of ExacuTrack One Components and ExacuTrack One 1.240.A0 ZX Service charges.

Five (5) ExacuTrack One Unit No-charge Spare(s): Each month during the term of the Agreement, Agency is entitled to keep up to, but not to exceed, 5 ExacuTrack One Tracker Unit(s) at no charge (not subject to the Unit Rental Charge while not in use). For any inactive ExacuTrack One Units in excess of the 5 spare(s) allowance, Agency will incur a \$3.95 charge per unit per day. Following execution of this Agreement, Agency will be granted a sixty (60) day ramp-up period before billing of spares will commence.

No ExacuTrack One Unit Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged ExacuTrack One Equipment. Replacement costs for ExacuTrack One units are the following: ExacuTrack One Beacon - \$250.00 each; ExacuTrack One Tracking Unit - \$1,740.00 each; ExacuTrack One fiber optic Strap - \$60.00 each; and ExacuTrack One wallcharger - \$60.00 each.

3. With respect to the above-referenced Agreement, Exhibit A to Addendum No. 4 ("ExacuTrack Service Addendum") is hereby amended to replace ExacuTrack Unit pricing, No-charge Spares, and Loss or Damage with the following:

EXACUTRACK PASSIVE CHARGES:

ExacuTrack Tracker & Transmitter Components Rental: \$3.95 per day per Unit provided from BI inventory.

ExacuTrack Base Station Component Rental: No Charge.

ExacuTrack Service: \$0.75 per day per Unit provided from BI inventory.

ExacuTrack Total: \$4.70 total of ExacuTrack Components charge and ExacuTrack Service charge.

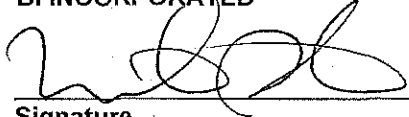
Four (4) ExacuTrack Unit No-charge Spare(s): Each month during the term of this Agreement, Agency is entitled to keep up to, but not to exceed, 4 ExacuTrack Unit(s) at no charge (not subject to the Unit Rental Charge while not in use). For any inactive ExacuTrack Units in excess of the 4 spare(s) allowance, Agency will incur a \$3.95 charge per unit per day.

No ExacuTrack Loss or Damage: Agency is not entitled to a loss or damage allowance. Agency will be responsible for all costs related to lost, stolen or damaged ExacuTrack Equipment. Replacement costs for ExacuTrack Equipment are the following: ExacuTrack Base Station - \$1,320.00 each; ExacuTrack Transmitter - \$575.00 each; and ExacuTrack Tracking Unit - \$1,095.00 each.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives.

BI INCORPORATED

MONROE COUNTY COMMUNITY CORRECTIONS



Signature

Signature

Michael Pharris
Printed Name

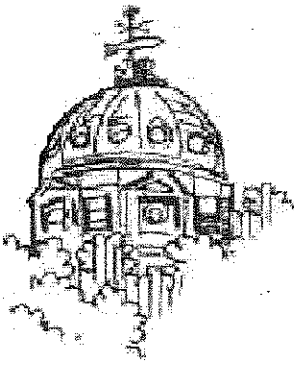
Printed Name

Assistant Controller
Printed Title

Printed Title

2-7-14
Date

Date



MONROE COUNTY BOARD OF COMMISSIONERS
REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: Approval of Agreement between Monroe County Health Department Agreement and Volunteer's In Medicine

SOURCE OF FUNDS: FUND #: 1168 AMOUNT: \$20,000

FUND NAME: Local Health Maintenance

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

EXECUTIVE SUMMARY: The Monroe County Health Department and VIM to renew contract Agreement for 2014 that provides prenatal care for low income and or medically indigent women.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: Feb 21, 2014

CONTACT PERSON: Penny Caudill PHONE NUMBER: 349-2068

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person) _____

OFFICE/DEPARTMENT: Health

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes No

INFORMATION PERTAINING TO A GRANT

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal) NA

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:
Federal or State? _____
Local Match _____
Total? _____

SIGNED: Penny Caudill DATE: Feb 13, 2014

(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)

COMMUNITY HEALTH SERVICES AGREEMENT

FOR THE PROVISION OF

PRENATAL CARE FOR LOW INCOME, MEDICALLY INDIGENT WOMEN

2014

An agreement between the Monroe County Board of Health, 119 W. 7th Street, Bloomington, Indiana, hereinafter Department, and Volunteers in Medicine Inc., (hereinafter VIM), 811 West 2nd Street, Bloomington, Indiana, a nonprofit agency, for the period January 1, 2014 to December 31, 2014.

Pursuant to authority provided by I.C. 16-20-1-8, an agreement is hereby established whereby certain community health services will be provided by VIM consisting of the following:

SERVICES TO BE PROVIDED

VIM will assign low risk pregnancies patients to a doctor specializing in obstetrics that is under contract to perform services for VIM. The program will cover normal, basic prenatal care charges. (It is expected that Medicaid will cover delivery charges.) The program will provide the following services:

- I. Patient Services
 - a. Prenatal office visits as appropriate
 - b. Program orientation, health assessment, prenatal vitamins and iron, nutrition consultation, and social work services
 - c. Routine prenatal laboratory test
 - d. Public health services, if appropriate
 - e. Sonogram and non-stress testing if necessary (Genetic work-ups and ultrasounds are not included)
 - f. Post-partum office visits as necessary
 - g. Usual and customary post-partum laboratory tests

VIM will work with licensed OB specialists to coordinate services as listed above, including delivery. Delivery charges, professional fees related to anesthesia services (pathology, radiology, etc.) and nursing care not included in the program. It is expected that Medicaid will reimburse these costs. Visits for an illness other than pregnancy and Lamaze classes are also not included.

- II. Administrative Expenses

The necessary staff, supplies, insurance, employee benefits, taxes, and other related expenses needed to provide those services within this agreement are included in the cost of the outlined services.

In accordance with I.C. 16-20-1-8, VIM will be paid for each patient who receives program services in the amount charged by the doctor providing the services on behalf of VIM, provided that amount shall not exceed \$1,000.00 per patient and the total amount VIM may charge pursuant to this agreement shall not exceed \$20,000.00. The amount of \$20,000.00 shall be available for payments for the provision of the listed services rendered in a satisfactory manner.

Upon receipt of a properly executed claim from VIM, the Monroe County Health Department (hereinafter the Department) will make payments to VIM, semi-annually, unless the VIM and the Department agree to more or less frequent payments.

Within thirty (30) days after the termination of this agreement, the VIM shall submit a written report documenting the services provided during this agreement's calendar year.

In the event that the expenses incurred for a particular activity covered under this agreement do not total the budgeted amount for that activity, the unspent funds revert to the Department.

Ashley Cranor, MPH
Chairperson
Monroe County Board of Health

Nancy E. Richman

Nancy E. Richman
Executive Director
Volunteers in Medicine, Inc.

Date Signed

2/13/2014

Date Signed

Approved Board of Commissioners

President
Board of Commissioners

Thomas W. Sharp, M.D.
Monroe County Commissioner
of Health

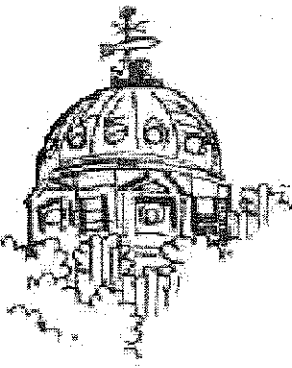
Date Signed

Date Signed

Attest:

Monroe County Auditor

Date Signed



MONROE COUNTY BOARD OF COMMISSIONERS

REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: Approval
of MOU between Monroe County Health Department and Monroe County Fair Board/ Fairgrounds

SOURCE OF FUNDS: FUND #: NA AMOUNT: _____

FUND NAME: NA

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

EXECUTIVE SUMMARY: As part of the Monroe County Health Department's Preparedness Division planning for Points of Distribution a Memorandum of Understanding is required.

This MOU is with the Monroe County Fair Board/Fairgrounds so we can use their facility as a POD site should the need arise.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: Friday, February 21, 2014

CONTACT PERSON: Penny Caudill PHONE NUMBER: 349-2068

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person) _____

OFFICE/DEPARTMENT: Health

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes No

INFORMATION PERTAINING TO A GRANT

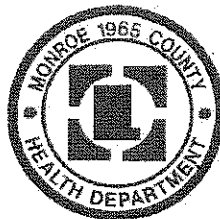
1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal) NA

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State? _____
Local Match _____
Total? _____

SIGNED: Penny Caudill DATE: Feb. 13, 2014

(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)



Monroe County Health Department
Monroe County, Indiana

Health Department	Futures Family Planning Clinic	Public Health Clinic
119 W. 7th Street (812) 349-2543	119 W. 7th Street (812) 349-7343	333 E. Miller Drive (812) 353-3244

MEMORANDUM of UNDERSTANDING
BETWEEN
MONROE COUNTY HEALTH DEPARTMENT AND MONROE COUNTY FAIRGROUNDS
FOR A MASS COUNTERMEASURE DISPENSING CLINIC SITE

WHEREAS, Indiana Code 10-14-3-7 authorizes county health departments, including the Monroe County Health Department (MCHD) to provide coordination of activities relating to disaster prevention, preparedness, response and recovery, including the operation of a Mass Countermeasure Dispensing Clinic, and

NOW THEREFORE, this Memorandum of Understanding (MOU) establishes coordination with the MCHD and Monroe County Fairgrounds in providing use of its facilities, as a Mass Countermeasure Dispensing Clinic (the Clinic), when needed in the event of a public health emergency involving an actual or imminent infectious disease threat to Monroe County citizens.

Effective January 2014, Monroe County Fairgrounds will make available to the MCHD Community and 4-H buildings (the Facilities), including use of restrooms, kitchen, tables and chairs, a secure room for storage of medical supplies at its facilities located at 5700 W. Airport Rd, Bloomington, IN 47403. Also, Internet access will be available for MCHD's use at this site.

Monroe County Fairgrounds agrees to support the MCHD as much as possible in preparing the Facilities for use in an emergency. This includes, but is not limited to, opening of the Facilities for MCHD use within [3] hours of receiving a request from MCHD, providing necessary snow removal for access to the Facilities and other staff assistance necessary for MCHD use of the Facilities.

The MCHD agrees that it shall exercise reasonable care in the conduct of its activities at Monroe County Fairgrounds facilities. MCHD activities will include set up of stations in the Facilities to provide medical countermeasures to the public in a timely manner. Clinic activities will be limited to the areas specified in this MOU. All Clinic staff and volunteers will be required to wear a photo ID at all times. MCHD will provide for security at the Clinic site while Clinic activities are occurring there and will provide Monroe County Fairgrounds with a Clinic site security plan. Clinic staff and/or cones will be used to direct Clinic traffic to minimize congestion at the Facilities.

This MOU will continue in effect until either party notifies the other of its intention to terminate the arrangement. The parties will evaluate the arrangement on an annual basis.

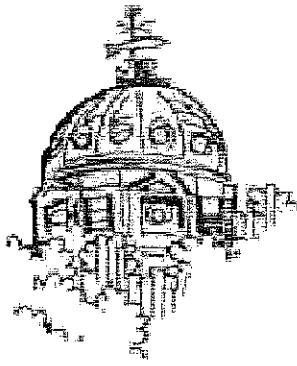
X

Patrick Stoffers, President
Monroe County Commissioner

X *Anthony J. Scherchel*

Tony Scherchel, President
Monroe County Fairgrounds





MONROE COUNTY BOARD OF COMMISSIONERS

REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: Service Agreement – Pictometry International Corp & Monroe County, IN

SOURCE OF FUNDS: FUND #: 1188-000-30.0006 AMOUNT: \$271,517.00 paid over 3 Years

FUND NAME: Software & Services

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

EXECUTIVE SUMMARY: Service agreement for 2014 4 Way Neighborhood & Community Imagery with Change Finder. Agreement also includes Maintenance/Support and licensing.

Agreement includes 2 Flights over six years. Ability to pay over three year period. Discount applicable with agreement including 2nd flyover.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: 2/21/2014

CONTACT PERSON: Judy Sharp PHONE NUMBER: 349-2703

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person) _____

OFFICE/DEPARTMENT: County Assessor

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes No
David Schilling has the agreement for his review.

INFORMATION PERTAINING TO A GRANT

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal) _____

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State? _____
Local Match _____
Total? _____

SIGNED: *Judith H. Sharp* MONROE COUNTY ASSESSOR DATE: 2/18/2014

(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)

**AGREEMENT BETWEEN
PICTOMETRY INTERNATIONAL CORP. AND
MONROE COUNTY, IN**

1. This order form ("Order Form"), in combination with the contract components listed below:

Section A: Product Descriptions, Prices and Payment Terms

Section B: License Terms:

- Delivered Content Terms and Conditions of Use
- Online Services General Terms and Conditions
- Web Visualization Offering Terms and Conditions
- Software License Agreement

Section C: Non-Standard Terms and Conditions

(all of which, collectively, constitute the "Agreement") set forth the entire understanding between Pictometry and Customer with respect to the subject matter hereof and supersedes all prior representations, agreements and arrangements, whether oral or written, relating to the subject matter hereof. Any modifications to the Agreement must be made in writing and be signed by duly authorized officers of each party. Any purchase order or similar document issued by Customer in connection with this Agreement is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on any such purchase order shall be of no force or effect as between the parties.

2. In the event of any conflict among any contract components comprising the Agreement, order of precedence for resolving such conflict shall be, from highest (i.e., supersedes all others) to lowest (i.e., subordinate to all others): Non-Standard Terms and Conditions, License Terms in order as listed above under the heading 'Section B: License Terms', and Order Form.
3. All notices under the Agreement shall be in writing and shall be sent to the following respective addresses:

CUSTOMER NOTICE ADDRESS	PICTOMETRY NOTICE ADDRESS
Courthouse Room 104 100 W. Kirkwood Ave. Bloomington, Indiana 47404	100 Town Centre Drive, Suite A Rochester, NY 14623
Attn: Judith Sharp, County Assessor Phone: (812) 349-2703 Fax: (812) 349-2898	Attn: Contract Administration Phone: (585) 486-0093 Fax: (585) 486-0098

Either party may change their respective notice address by giving written notice of such change to the other party at the other party's then-current notice address. Notices shall be given by any of the following methods: personal delivery; reputable express courier providing written receipt; or postage-paid certified or registered United States mail, return receipt requested. Notice shall be deemed given when actually received or when delivery is refused.

4. The Agreement, including all licenses granted pursuant to it, shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns, but shall not be assignable by either party except that (i) Pictometry shall have the right to assign its right to receive Fees under the Agreement, provided no such assignment shall affect Pictometry's obligations hereunder, and (ii) Pictometry shall have the right to assign all its rights under the Agreement to any person or entity, provided the assignee has assumed all of Pictometry's obligations under the Agreement.
5. IN NO EVENT SHALL EITHER PARTY BE LIABLE, UNDER ANY CAUSE OF ACTION OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT (INCLUDING UNDER THEORIES INVOLVING TORT, CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR BREACH OF WARRANTY), FOR ANY LOST PROFITS OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR OTHER SPECIAL DAMAGES SUFFERED BY THE OTHER PARTY OR OTHERS, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
6. With respect to any claims that Customer may have or assert against Pictometry on any matter relating to the Agreement, the total liability of Pictometry shall, in the aggregate, be limited to the aggregate amount received by Pictometry pursuant to the Agreement.
7. The waiver by either party of any default by the other shall not waive subsequent defaults of the same or different kind.
8. In the event that any of the provisions of the Agreement shall be held by a court or other tribunal of competent jurisdiction to be unenforceable, such provision will be enforced to the maximum extent permissible and the remaining portions of the Agreement shall remain in full force and effect.

9. Pictometry shall not be responsible for any failure on its part to perform due to unforeseen circumstances or to causes beyond Pictometry's reasonable control, including but not limited to acts of God, war, riot, embargoes, acts of civil or military authorities, fire, weather, floods, accidents, strikes, failure to obtain export licenses or shortages or delays of transportation, facilities, fuel, energy, supplies, labor or materials. In the event of any such delay, Pictometry may defer performance for a period of time reasonably related to the time and nature of the cause of the delay.
10. In consideration of, and subject to, payment by Customer of the Fees specified in Section A of this Agreement, Pictometry agrees to provide Customer with access to and use of the products specified in Section A of this Agreement, subject to the terms and conditions set forth in this Agreement. Customer hereby agrees to pay the Fees specified in Section A of this Agreement in accordance with the stated payment terms and accepts and agrees to abide by the terms of this Agreement.

This Agreement shall become effective upon execution by duly authorized officers of the Customer and Pictometry and receipt by Pictometry of such fully executed document, such date of receipt by Pictometry being the "Effective Date."

PARTIES:

"CUSTOMER"	"PICTOMETRY"
NAME:	PICTOMETRY INTERNATIONAL CORP.
(entity type)	a Delaware Corporation
SIGNATURE:	SIGNATURE:
NAME:	NAME:
TITLE:	TITLE:
DATE:	EXECUTION DATE:
	DATE OF RECEIPT (EFFECTIVE DATE)

SECTION A

PRODUCT DESCRIPTIONS, PRICES AND PAYMENT TERMS

Pictometry International Corp.
 100 Town Centre Drive, Suite A
 Rochester, NY 14623

ORDER #
C140736

BILL TO
Monroe County, IN
Judith Sharp
Courthouse Room 104
100 W. Kirkwood Ave.
Bloomington, Indiana 47404
(812) 349-2703
jsharp@co.monroe.in.us

SHIP TO
Monroe County, IN
Judith Sharp
Courthouse Room 104
100 W. Kirkwood Ave.
Bloomington, Indiana 47404
(812) 349-2703
jsharp@co.monroe.in.us

CUSTOMER ID	SALES REP	FREQUENCY OF PROJECT
A117149	ldavis	Triennial

FIRST PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
204	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$450.00	\$382.50 (15%)	\$78,030.00
263	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$100.00	\$85.00 (15%)	\$22,355.00
60000	ChangeFindr - Change Detection with Client's Electronic Parcel Files	Building Outline data from this order OR from an approved Data Source will be updated and categorized against the Imagery Data Source indicated in the Product Parameters. For Pictometry imagery – the best GSD Ortho Mosaic Tiles that were purchased by the client with the associated Data Source indicated within the Product Parameters will be used for processing by default. AccuPLUS tiles will be used by default if purchased with the associated Data Source indicated within the Product Parameters. An updated Building Outline delivery will be provided in polygon shapefile and .gdb format. Note that shifting or redrawing existing building vector data (i.e. not created per this Order) to fit the latest imagery is not a part of the Change Detection service. The final parcel count for this order will be based on the total record count of the final parcel file provided by client at the time the project is initiated. The client will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable.	\$0.35		\$21,000.00
204	Mosaic - Area Wide (4in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MRSID area-wide mosaics of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00		\$408.00
204	Mosaic - Area Wide (4in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MRSID of individual tiles of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00		\$408.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
263	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MRSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$131.50

59	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MRSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$29.50
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.	\$0.00		\$0.00
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 3 Year(s)	\$9,000.00	\$0.00 (100%)	\$0.00
204	Tiles - Standard (4in GSD; TIFF format) Per Sector	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in TIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$20.00	\$0.00 (100%)	\$0.00
263	Tiles - Standard (9in GSD; TIFF format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in TIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00	\$0.00 (100%)	\$0.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. Term ends upon the earlier to occur of (i) the expiration of the term specified elsewhere in this Agreement, or (ii) the volume of geocode requests submitted through the application exceeding 10,000. License Term: 3 Year(s)	\$1,500.00	\$0.00 (100%)	\$0.00
1	Change Analysis Department-wide License	Perpetual Department-wide License of Change Analysis.	\$5,000.00	\$0.00 (100%)	\$0.00
SUBTOTAL - FIRST PROJECT					\$122,561.00

SECOND PROJECT					
QTY	PRODUCT NAME	PRODUCT DESCRIPTION	LIST PRICE	DISCOUNT PRICE (%)	AMOUNT ¹
204	IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector	Product includes: 3-inch GSD oblique frame images (4-way), 3-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.25 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.24 feet/pixel, Middle Line: 0.28 feet/pixel, Back Line: 0.34 feet/pixel.	\$450.00	\$427.50 (5%)	\$87,210.00
263	IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector	Product includes 9-inch GSD oblique frame images (4-way), 9-inch GSD orthogonal frame images, 1-meter GSD ortho mosaic sector tiles and one area-wide 1-meter GSD mosaic (ECW format). Orthogonal GSD: 0.75 feet/pixel; Nominal Oblique GSD (all values +/-10%): Front Line: 0.74 feet/pixel, Middle Line: 0.85 feet/pixel, Back Line: 1.00 feet/pixel.	\$100.00	\$95.00 (5%)	\$24,985.00
60000	ChangeFindr - Change Detection with Client's Electronic Parcel Files	Building Outline data from this order OR from an approved Data Source will be updated and categorized against the Imagery Data Source indicated in the Product Parameters. For Pictometry imagery - the best GSD Ortho Mosaic Tiles that were purchased by the client with the associated Data Source indicated within the Product Parameters will be	\$0.35		\$21,000.00

		used for processing by default. AccuPLUS tiles will be used by default if purchased with the associated Data Source indicated within the Product Parameters. An updated Building Outline delivery will be provided in polygon shapefile and .gdb format. Note that shifting or redrawing existing building vector data (i.e. not created per this Order) to fit the latest imagery is not a part of the Change Detection service. The final parcel count for this order will be based on the total record count of the final parcel file provided by client at the time the project is initiated. The client will be invoiced for any additional costs based on the final number of parcels, including any changes in tiered pricing as a result of a change in volume, at the time of shipment of the deliverable.			
1	Pictometry Connect - CA - 100	Pictometry Connect - CA - 100 (Custom Access) provides up to 100 concurrent authorized users the ability to login and access the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web-based, server-based or desktop integration. The default deployment is through web-based Pictometry Connect. Term commences on date of activation. License Term: 3 Year(s)	\$9,000.00	\$6,750.00 (25%)	\$6,750.00
204	Tiles - Standard (4in GSD; TIFF format) Per Sector	Available with corresponding 3" GSD or 4" GSD imagery purchase. 4-inch GSD Mosaic Tiles in TIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$20.00		\$4,080.00
263	Tiles - Standard (9in GSD; TIFF format) Per Sector	Available with corresponding 9" GSD imagery purchase. 9-inch GSD Mosaic Tiles in TIFF Format. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$10.00		\$2,630.00
1	Pictometry Connect View - CA	Pictometry Connect View - CA (Custom Access) provides visualization-only access to the Pictometry-hosted custom imagery libraries specified elsewhere in this Agreement via a web application or server based integration. Requires a customer-provided web application or server based application. With respect to imagery available through this product to third parties or the Public, Pictometry reserves the right to reduce the resolution of the imagery available. Term commences on date of activation. Term ends upon the earlier to occur of (i) the expiration of the term specified elsewhere in this Agreement, or (ii) the volume of geocode requests submitted through the application exceeding 10,000. License Term: 3 Year(s)	\$1,500.00	\$1,125.00 (25%)	\$1,125.00
204	Mosaic - Area Wide (4in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MRSID area-wide mosaics of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00		\$408.00
204	Mosaic - Area Wide (4in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MRSID of individual tiles of 4-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$2.00		\$408.00
1	Media Drive Capacity 931G - Drive Model 1T - EXTPOWER	External USB 2.0 / eSATA Externally Powered. Delivery media prices include copying a complete image library onto media. Sub-warehousing sold separately.	\$199.00		\$199.00
263	Mosaic - Area Wide (9in GSD; MrSID format; individual) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing to MRSID of individual tiles of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$131.50
59	Mosaic - Area Wide (9in GSD; MrSID format, combined) Per Sector	Available with purchase of corresponding tile product. New processing or re-processing of MRSID area-wide mosaics of 9-inch GSD imagery. Tiles are provided "as is." Refer to Product Parameters for additional details.	\$0.50		\$29.50
1	Change Analysis Department-wide License	Perpetual Department-wide License of Change Analysis.	\$5,000.00	\$0.00 (100%)	\$0.00
1	EAP PROGRAM	Refer to detailed description of EAP Program in attached Agreement.	\$0.00		\$0.00
1	Electronic Field Study (EFS)	One copy of Electronic Field Study software, latest version.	\$0.00		\$0.00
1	Oblique Imagery Bundle with Three (3) Years of EFS Maintenance & Support	Includes digital copy of the Licensed Documentation for the License Software, two (2) End User Training Sessions, one (1) Advanced User Technical Training, one (1) Administration / IT Training Session, fifteen (15) hours of telephone support, one copy of Pictometry Electronic Field Study (EFS) software, latest version, on the storage media	\$0.00		\$0.00

	specified herein, and access to download updated versions of the EFS Licensed Software for a period of three years from the initial date of shipment of the EFS software, along with a copy of the updated documentation.			
SUBTOTAL – SECOND PROJECT				\$148,956.00

Thank you for choosing Pictometry as your service provider.	TOTAL	\$271,517.00
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¹Amount per product = ((1-Discout %) * Qty * List Price)

FEES; PAYMENT TERMS

All amounts due to Pictometry pursuant to this Agreement (“Fees”) are in expressed in United States dollars and do not include any duties, taxes (including, without limitation, any sales, use, ad valorem or withholding, value added or other taxes) or handling fees, all of which are in addition to the amounts shown above and, to the extent applicable to purchases by Customer, shall be paid by Customer to Pictometry without reducing any amount owed to Pictometry unless documents satisfactory to Pictometry evidencing exemption from such taxes is provided to Pictometry prior to billing. To the extent any amounts properly invoiced pursuant to this Agreement are not paid within thirty (30) days following the invoice due date, such unpaid amounts shall accrue, and Customer shall pay, interest at the rate of 1.5% per month (or at the maximum rate allowed by law, if less). In addition, Customer shall pay Pictometry all costs Pictometry incurs in collecting past due amounts amount due under this Agreement including, but not limited to, attorneys' fees and court costs.

FIRST PROJECT

Due at Signing	\$13,909.40
Due at Initial Shipment of Imagery	\$25,978.26
Due at First Anniversary of Shipment of Imagery	\$33,461.67
Due at Second Anniversary of Shipment of Imagery	\$33,461.67
Due at Shipment of ChangeFindr	\$15,750.00
Total Payments	\$122,561.00

SECOND PROJECT

Due at Initial Shipment of Imagery	\$45,284.32
Due at First Anniversary of Shipment of Imagery	\$37,398.34
Due at Second Anniversary of Shipment of Imagery	\$37,398.34
Due at Shipment of ChangeFindr	\$21,000.00
Due at Activation of Connect/POL	\$7,875.00
Total Payments	\$148,956.00

PRODUCT PARAMETERS

IMAGERY – FIRST PROJECT

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Ortho Tile Projection: State Plane, NAD83 – State Plane Indiana West; NAD 83; US Survey Feet
Ortho Tile Format: TIFF
Units: Feet
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Ortho Tile Projection: State Plane, NAD83 – State Plane Indiana West; NAD 83; US Survey Feet
Ortho Tile Format: TIFF
Units: Feet
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

IMAGERY – SECOND PROJECT

Product: IMAGERY - COMMUNITY - 4-way (C5) (9in) - Per Sector
Ortho Tile Projection: State Plane, NAD83 – State Plane Indiana West; NAD 83; US Survey Feet
Ortho Tile Format: TIFF
Units: Feet
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Product: IMAGERY - NEIGHBORHOOD - 4-way (N5) (3in) Per Sector
Ortho Tile Projection: State Plane, NAD83 – State Plane Indiana West; NAD 83; US Survey Feet
Ortho Tile Format: TIFF
Units: Feet
Elevation Source: USGS
Leaf: Less than 30% leaf cover (Off)
Special Instructions:

Standard Ortho Mosaic Products: Pictometry standard ortho mosaic products are produced through automated mosaicking processes that incorporate digital elevation data with individual Pictometry ortho frames to create large-area mosaics on an extremely cost-effective basis. Because these products are produced through automated processes, rather than more expensive manual review and hand-touched corrective processes, there may be inherent artifacts in some of the resulting mosaics. While Pictometry works to minimize such artifacts, the Pictometry standard ortho mosaic products are provided on an 'AS IS' basis with respect to visible cutlines along mosaic seams resulting from the following types of artifacts:

- i. Disconnects in non-elevated surfaces generally caused by inaccurate elevation data;
- ii. Disconnects in elevated surfaces (e.g., roadways, bridges, etc.) generally caused by elevated surfaces not being represented in the elevation data;
- iii. Building intersect and clipping generally caused by buildings not being represented in the elevation data;
- iv. Seasonal variations caused by images taken at different times during a season, or during different seasons;
- v. Ground illumination variations caused by images taken under different illumination (e.g., sunny, high overcast, morning light, afternoon light, etc.) within one flight day or during different flight days;
- vi. Single GSD color variations caused by illumination differences or multiple-aircraft/camera captures;
- vii. Mixed GSD color variations caused by adjacent areas being flown at different ground sample distances (GSDs); and
- viii. Water body color variations caused by multiple individual frames being used to create a mosaic across a body of water (e.g., lakes, ponds, rivers, etc.).

Other Pictometry products may be available that are less prone to such artifacts than the Pictometry standard ortho mosaic products.

CHANGEFINDER – FIRST PROJECT

Product: ChangeFinder - Change Detection with Client's Electronic Parcel Files
Data Source – Base: Pictometry Outlines
Imagery Capture Year – Base: 2010
Data Source – Comparison: Pictometry Imagery
Imagery Capture Year – Comparison: 2014
Deck Identification: Included in Building Outlines
Length of Sides Option Selected: Yes
Coordinate System of Parcels/Deliverable: State Plane Indiana West; NAD 83; US Survey Feet
Regional Status Report Requested: Yes
Special Instructions:

CHANGEFINDER – SECOND PROJECT

Product: ChangeFinder - Change Detection with Client's Electronic Parcel Files
Data Source – Base: Pictometry Outlines
Imagery Capture Year – Base: 2014
Data Source – Comparison: Pictometry Imagery
Imagery Capture Year – Comparison: 2017
Deck Identification: Included in Building Outlines
Length of Sides Option Selected: Yes
Coordinate System of Parcels/Deliverable: State Plane Indiana West; NAD 83; US Survey Feet
Regional Status Report Requested: Yes
Special Instructions:

CONNECT – FIRST PROJECT

Product: Pictometry Connect - CA - 100
Admin User: Lisa Surface
Admin User Email: lrsurface@co.monroe.in.us
Requested Activation:
Special Instructions:

Product: Pictometry Connect View - CA
Admin User: Lisa Surface
Admin User Email: lrsurface@co.monroe.in.us
Requested Activation:
Special Instructions:

CONNECT – SECOND PROJECT

Product: Pictometry Connect - CA - 100
Admin User: Lisa Surface
Admin User Email: lrsurface@co.monroe.in.us
Requested Activation:
Special Instructions:

Product: Pictometry Connect View - CA
Admin User: Lisa Surface

Admin User Email: lrsurface@co.monroe.in.us
Requested Activation:
Special Instructions:

CONNECT: GEOFENCES – FIRST PROJECT

Geofence: IN Monroe

CONNECT: GEOFENCES – SECOND PROJECT

Geofence: IN Monroe

Economic Alliance Partnership (EAP)

Customer is eligible for the EAP program described below for a period of two years from the Effective Date. Following payment to Pictometry of amounts due with respect to each subsequent capture, Customer will be eligible for the then-current EAP program for a period of two years from delivery of such subsequent capture.

- A. Disaster Coverage Imagery at No Additional Charge** – Pictometry will, upon request of Customer and at no additional charge, provide updated imagery of up to 200 square miles of affected areas (as determined by Pictometry) upon the occurrence of any of the following events during any period Customer is eligible for the EAP program:
- **Hurricane:** areas affected by hurricanes of Category II and higher. (Coverage for hurricanes below Category II and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Tornado:** areas affected by tornados rated EF4 and higher. (Coverage for tornados below EF4 and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Terrorist:** areas affected by damage from terrorist attack. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Earthquake:** areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale. (Coverage for earthquakes rated below 6.0 on the Richter scale and for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
 - **Tsunami:** areas affected by damage to critical infrastructure resulting from tsunamis. (Coverage for areas exceeding 200 square miles will be, subject to Pictometry resource availability, available to Customer at the then-current EAP rates.)
- B. Software – Use of Pictometry Change Analysis™** – Pictometry’s EAP program includes the use of Change Analysis software for a term of ninety days from the date of delivery of the EAP imagery. The Change Analysis software simultaneously compares pre and post disaster images to aid recovery and restoration efforts.

**PICTOMETRY DELIVERED CONTENT
TERMS AND CONDITIONS OF USE**

These Pictometry Delivered Content Terms and Conditions of Use (the "Delivered Content Terms and Conditions"), in combination with the corresponding Agreement into which these terms are incorporated, collectively set forth the terms and conditions that govern use of Delivered Content (as hereinafter defined) for use within computing environments operated by parties other than Pictometry. As used in the Delivered Content Terms and Conditions the terms "you" and "your" in uppercase or lowercase shall mean the Customer that entered into the Agreement into which the Delivered Content Terms and Conditions are incorporated.

1. DEFINITIONS

- 1.1 "Authorized Subdivision" means, if you are a county or a non-state consortium of counties, any political unit or subdivision located totally or substantially within your boundaries that you authorize to have access to Delivered Content pursuant to the Delivered Content Terms and Conditions.
- 1.2 "Authorized System" means a workstation or server that meets each of the following criteria (i) it is owned or leased by you or an Authorized Subdivision, (ii) it is located within and only accessible from facilities that are owned or leased by you or an Authorized Subdivision, and (iii) it is under the control of and may only be used by you or Authorized Subdivisions.
- 1.3 "Authorized User" means any employee of you or Authorized Subdivisions that is authorized by you to have access to the Delivered Content through an Authorized System.
- 1.4 "Delivered Content" means the images, metadata, data layers, models, reports and other geographic or structural visualizations or embodiments included in, provided with, or derived from the information delivered to you by or on behalf of Pictometry pursuant to the Agreement.
- 1.5 "Project Participant" means any employee or contractor of persons or entities performing services for compensation for you or an Authorized Subdivision that has been identified by written notice to Pictometry prior to being granted access to Delivered Content and, unless Pictometry expressly waives such requirement for any individual, has entered into a written agreement with Pictometry authorizing such access.

2. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 2.1 Subject to the terms and conditions of the Agreement, you are granted nonexclusive, nontransferable, limited rights to:
 - (a) install the Delivered Content on Authorized Systems;
 - (b) permit access and use of the Delivered Content through Authorized Systems by:
 - (i) Authorized Users for performance of public responsibilities of you or Authorized Subdivisions that are to be performed entirely within facilities of you or Authorized Subdivisions;
 - (ii) Project Participants under the supervision of Authorized Users for performance of tasks or preparation of materials using only hard copies (or jpg copies) of Delivered Content solely for fulfilling public responsibilities of you or Authorized Subdivisions to be performed entirely within facilities of you or Authorized Subdivisions; and
 - (iii) individual members of the public, but only through Authorized Users and solely for the purpose of making hard copies or jpg copies of images of individual properties or structures (but not bulk orders of multiple properties or structures) to the individual members of the public requesting them.
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- 2.5 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos, without the express written consent of Pictometry.
- 2.6 You may not remove, alter or obscure copyright notices or other notices contained in the Delivered Content.
- 2.7 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in Delivered Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the Delivered Content acquire any proprietary interest in the Delivered Content, or any copies thereof, except the limited use rights granted herein.

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- 3.1 **Geographic Data.** If available, you agree to provide to Pictometry geographic data in industry standard format (e.g., shape, DBF) including, but not limited to, digital elevation models, street centerline maps, tax parcel maps and centroids, which data, to the extent practicable, shall be incorporated into the Delivered Content. You agree that any of this data that is owned by you may be distributed and modified by Pictometry as part of its products and services, provided that at no time shall Pictometry claim ownership of that data.
- 3.2 **Notification.** You shall (a) notify Pictometry in writing of any claims or proceedings involving any of the Delivered Content within ten (10) days after you learn of the claim or proceeding, and (b) report promptly to Pictometry all claimed or suspected defects in Delivered Content.
- 3.3 **Authorized User Compliance.** You shall at all times be responsible for compliance by each Authorized User with the Delivered Content Terms and Conditions.
- 3.4 **Authorized Subdivision Compliance.** You shall at all times be responsible for compliance by each Authorized Subdivision with the Delivered Content Terms and Conditions.
- 3.5 **Project Participants.** Each notice to Pictometry identifying a potential Project Participant shall include a detailed description of the scope and nature of the Project Participants' planned work and the intended use of the Delivered Content in such work. Pictometry retains the right to restrict or revoke access to Delivered Content by any Project Participant who does not comply with the terms of the Delivered Content Terms and Conditions.

4. LICENSE DURATION; EFFECT OF TERMINATION

- 4.1 **Term.** The license granted to you in the Delivered Content Terms and Conditions is perpetual, subject to Pictometry's right to terminate the license in the event you do not pay in full the Fees specified elsewhere in the Agreement, the Agreement is terminated for any reason other than a breach of the Agreement by Pictometry, or as otherwise provided in the Agreement.
- 4.2 **Effect of Termination.** Upon termination of the license granted to you in the Delivered Content Terms and Conditions, you shall immediately cease all use of the Delivered Content, promptly purge all copies of the Delivered Content from all workstations and servers on which any of it may be stored or available at the time, and return hard drive/media containing Delivered Content to Pictometry.

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- 5.1 **Use of Pictometry's Marks.** You agree not to attach any additional trademarks, trade names, logos or designations to any Delivered Content or to any

copies of any Delivered Content without prior written approval from Pictometry. You may, however, include an appropriate government seal and your contact information so long as the seal and contact information in no way obscure or deface the Pictometry marks. You further agree that you will not use any Pictometry trademark, trade name, logo, or designation in connection with any product or service other than the Delivered Content. Your nonexclusive right to use Pictometry's trademarks, trade name, logos, and designations are coterminous with the license granted to you in the Delivered Content Terms.

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6. LIMITED WARRANTY; DISCLAIMER OF WARRANTIES

- 6.1 **Limited Warranties; Exclusive Remedy.** Pictometry warrants that the Delivered Content will contain true and usable copies of the designated imagery as of the date of capture. As the sole and exclusive remedy for any breach of the foregoing warranty, Pictometry shall use reasonable efforts to correct any deficiency that precludes use of the Delivered Content in the manner intended.
- 6.2 **Disclaimer of Other Warranties.** Except as provided in Section 6.1, above, THE DELIVERED CONTENT IS PROVIDED TO YOU "AS IS" AND "WITH ALL FAULTS." PICTOMETRY MAKES NO OTHER WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY. ALL IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF PERFORMANCE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ACCURACY, ARE HEREBY DISCLAIMED AND EXCLUDED BY PICTOMETRY.
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- 7.2 **Governing Law.** This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles.

[END OF DELIVERED CONTENT TERMS AND CONDITIONS]

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- 5.2 "Covered Party" means (a) Pictometry and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry; and (b) each third party supplier of any Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE ONLINE SERVICES OR THE LICENSED CONTENT OR THIS LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE ONLINE SERVICES IN THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE ONLINE SERVICES, THE LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (AND YOUR ELIGIBLE USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
 - (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the Online Services or the Licensed Content, asserted against you by such third party provided: (i) all use of the Online Services and the Licensed Content was in accordance with this License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the Online Services or the Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
 - (b) In addition to Section 5.5(a), if the Online Services, the operation thereof or the Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the Online Services or the Licensed Content, (ii) replace or modify the Online Services or the Licensed Content so that they become non-infringing; or (iii) terminate the License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
 - (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you or your Eligible Users but will apply to all similarly situated Pictometry customers using the Online Services. You may terminate this License Agreement upon written notice to Pictometry if any change to the terms and conditions of this License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the Online Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this License Agreement by you, any Eligible User or someone using the Pictometry Credential of an Eligible User, Pictometry may temporarily suspend or discontinue providing access to the Online Services to any or all Eligible Users without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing or displayed electronically in the Online Services by Pictometry. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed; on the date first made available, if displayed in the Online Services; or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 100 Town Centre Drive, Suite A, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the Online Services or any Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 Neither you nor any Eligible User may assign or otherwise transfer your rights or delegate your duties under this License Agreement without the prior written consent of Pictometry. Any attempt by you or any Eligible User to assign, transfer or delegate your rights or obligations under this License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this License Agreement. This License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be

in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.

- 6.7 This License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the Online Services or any Licensed Content has the right to assert and enforce the provisions of this License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this License Agreement or your payment obligations with respect to access to the Online Services or the Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF ONLINE SERVICES GENERAL TERMS AND CONDITIONS]

**PICTOMETRY WEB VISUALIZATION OFFERING
TERMS AND CONDITIONS**

These Pictometry Web Visualization Offering Terms and Conditions (the "WVO Terms and Conditions"), in combination with the corresponding Pictometry order form, if any, collectively constitute the license agreement (the "WVO License Agreement") that governs your use of Pictometry web visualization offerings (the "WVO Services"), the images available in the WVO Services, and all associated metadata and data layers included in, provided with, or derived from those images (the "WVO Licensed Content") provided by Pictometry International Corp. and its affiliated companies (collectively, "Pictometry"). The terms "you" and "your" in uppercase or lowercase shall mean the individual, entity (e.g., corporation, limited liability company, partnership, sole proprietor, etc.) or government agency entering into the WVO License Agreement.

1. GRANT OF RIGHTS; RESTRICTIONS ON USE; OWNERSHIP

- 1.1 You are granted a nonexclusive, nontransferable, limited right to use and to provide public access to, and use of, the WVO Services solely for purposes of providing access to WVO Licensed Content in response to human-initiated, discrete location-specific requests through a single web site operated exclusively by or for you to serve you and your public constituencies and not for resale or redistribution or commercial use of any nature.
- 1.2 You may not copy or retain copies of the WVO Licensed Content obtained through the WVO Services or portions thereof onto any computer or storage device or media for the purpose of creating or maintaining one or more databases of that content for use in substitution for subsequent access to the content through the WVO Services or any other Pictometry Services, nor will you authorize or permit any user of the WVO Services to do so.
- 1.3 You may not exploit the goodwill of Pictometry, including its trademarks, service marks, or logos without the express written consent of Pictometry.
- 1.4 You may not remove, alter or obscure copyright notices or other notices contained in the WVO Licensed Content.
- 1.5 You may not offer any part of the WVO Services or the WVO Licensed Content for commercial resale or commercial redistribution in any medium.
- 1.6 All right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers. Neither you nor any users of the WVO Services or the WVO Licensed Content acquire any proprietary interest in the WVO Services, the WVO Licensed Content, or any copies thereof, except the limited use rights granted herein.

2. TERMS OF ACCESS TO WVO SERVICES

- 2.1 You shall provide to all end-users of the WVO Services on the page through which they access such services conspicuous notice of the following terms of access: (a) WVO Licensed Content available through the WVO is copyrighted material, (b) end-users of the WVO Services are granted the right to access and view the WVO Licensed Content through the WVO Services for personal use only and not for commercial purposes of any type, (c) end-users of the WVO Services are prohibited from reproducing, reselling, transferring, redistributing or creating derivative works from WVO Licensed Content, (d) all right, title, and interest (including all copyrights, trademarks and other intellectual property rights) in the WVO Services and the WVO Licensed Content in all media belong to Pictometry or its third party suppliers, and (e) THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- 2.2 The WVO Services, the WVO Licensed Content, and features and functionality within the WVO Services may be enhanced, added to, withdrawn, or otherwise changed by Pictometry without notice.
- 2.3 You are aware and understand that any user data collected or stored by the WVO Services may be accessed by US law enforcement agencies under the US PATRIOT Act. You hereby release, and agree to hold Pictometry harmless from, all claims against Pictometry with respect to such access.

3. DISCLAIMERS

- 3.1 The WVO Services and the WVO Licensed Content are provided for visualization purposes only, are not authoritative or definitive, and do not constitute professional engineering or surveying services.
- 3.2 The WVO Services and the WVO Licensed Content are not to be relied upon to precisely locate or determine property boundaries and should not be used in lieu of a professional survey where the accuracy of measurements, distance, height, angle, area and volume, may have significant consequences.
- 3.3 All measurements and reports generated by the WVO Services or from the WVO Licensed Content are based upon second order visualization and measurement data that do not provide authoritative or definitive measurement results suitable for professional engineering or surveying purposes.
- 3.4 Contour information obtained from the WVO Services or contained in the WVO Licensed Content is generated from undersampled elevation data, is provided for informational purposes only, and is not suitable for use as the basis for hydrographic computations, estimations or analyses.
- 3.5 While the WVO Services and the WVO Licensed Content may be considered useful supplements for life critical applications, they are not designed or maintained to support such applications and Pictometry and its third party suppliers of the WVO Services and the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from such use.
- 3.6 Your reliance on the WVO Services and the WVO Licensed Content should only be undertaken after an independent review of their accuracy, completeness, efficacy, timeliness and adequacy for your intended purpose.
- 3.7 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content assume no responsibility for any consequences resulting from the use of the WVO Services or the WVO Licensed Content.
- 3.8 Pictometry and each third party supplier of any portion of the WVO Services or the WVO Licensed Content hereby disclaim all liability for damages, claims and expenses arising from or in any way related to the accuracy or availability of the WVO Services and the WVO Licensed Content.
- 3.9 By accepting these WVO Terms and Conditions or by using the WVO Services or the WVO Licensed Content, you waive any and all rights you may have against Pictometry, each third party supplier of any portion of the WVO Services or the WVO Licensed Content, and each of their directors, officers, members and employees, arising out of use of or reliance upon the WVO Services or the WVO Licensed Content.

4. LIMITED WARRANTY

- 4.1 Pictometry represents and warrants that it has the right and authority to make the WVO Services and the WVO Licensed Content available to you as authorized expressly by this WVO License Agreement.
- 4.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 4.1, THE WVO SERVICES AND WVO LICENSED CONTENT ARE PROVIDED ON AN "AS IS", "AS AVAILABLE" BASIS AND PICTOMETRY AND EACH THIRD PARTY SUPPLIER OF WVO LICENSED CONTENT EXPRESSLY DISCLAIM ALL OTHER WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

5. LIMITATION OF LIABILITY

- 5.1 No Covered Party (as defined below) shall be liable for any loss, injury, claim, liability, or damage of any kind resulting in any way from (a) any errors in or omissions from the WVO Services or the WVO Licensed Content, (b) the unavailability or interruption of the WVO Services or any features thereof or the WVO Licensed Content, (c) your or any other party's use of the WVO Services or the WVO Licensed Content, (d) the loss or corruption of any data or

equipment in connection with the WVO Services or the WVO Licensed Content, (e) the content, accuracy, or completeness of the WVO Licensed Content, all regardless of any assistance received in the use of the WVO Service from a Covered Party, (f) any delay or failure in performance beyond the reasonable control of a Covered Party, or (g) any content retrieved from the Internet even if retrieved or linked to from within the WVO Services.

- 5.2 "Covered Party" means (a) Pictometry, its affiliates and any officer, director, employee, subcontractor, agent, successor, or assign of Pictometry or its affiliates; and (b) each third party supplier of any WVO Licensed Content, third party alliance entity, their affiliates, and any officer, director, employee, subcontractor, agent, successor, or assign of any third party supplier of any WVO Licensed Content or third party alliance entity and their affiliates.
- 5.3 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES WILL THE AGGREGATE LIABILITY OF THE COVERED PARTIES IN CONNECTION WITH ANY CLAIM ARISING OUT OF OR RELATING TO THE WVO SERVICES OR THE WVO LICENSED CONTENT OR THIS WVO LICENSE AGREEMENT EXCEED THE LESSER OF YOUR ACTUAL DIRECT DAMAGES OR THE AMOUNT YOU PAID FOR THE WVO SERVICES IN THE TWENTY-FOUR MONTH PERIOD IMMEDIATELY PRECEDING THE DATE THE CLAIM AROSE. YOUR RIGHT TO MONETARY DAMAGES IN THAT AMOUNT SHALL BE IN LIEU OF ALL OTHER REMEDIES WHICH YOU MAY HAVE AGAINST ANY COVERED PARTY.
- 5.4 TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, NEITHER YOU NOR THE COVERED PARTIES WILL BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) IN ANY WAY DUE TO, RESULTING FROM, OR ARISING IN CONNECTION WITH THE WVO SERVICES, THE WVO LICENSED CONTENT, OR THE FAILURE OF ANY COVERED PARTY TO PERFORM ITS OBLIGATIONS. THE FOREGOING LIMITATION OF LIABILITY SHALL NOT APPLY TO A PARTY'S INDEMNITY OBLIGATIONS OR YOUR (OR ANY OTHER WVO SERVICES USERS') INFRINGEMENT OF INTELLECTUAL PROPERTY OR MISAPPROPRIATION OF PROPRIETARY DATA BELONGING TO PICTOMETRY OR ITS THIRD PARTY SUPPLIERS.
- 5.5 Notwithstanding anything to the contrary in this Section 5:
 - (a) If there is a breach of the warranty in Section 4.1 above, then Pictometry, at its option and expense, shall either defend or settle any action and hold you harmless against proceedings or damages of any kind or description based on a third party's claim of patent, trademark, service mark, copyright or trade secret infringement related to use of the WVO Services or the WVO Licensed Content, asserted against you by such third party provided: (i) all use of the WVO Services and the WVO Licensed Content was in accordance with this WVO License Agreement; (ii) the claim, cause of action or infringement was not caused by you modifying or combining the WVO Services or the WVO Licensed Content with or into other products, applications, images or data not approved by Pictometry; (iii) you give Pictometry prompt notice of such claim; and (iv) you give Pictometry the right to control and direct the investigation, defense and settlement of such claim. You, at Pictometry's expense, shall reasonably cooperate with Pictometry in connection with the foregoing.
 - (b) In addition to Section 5.5(a), if the WVO Services, the operation thereof or the WVO Licensed Content become, or in the opinion of Pictometry are likely to become, the subject of a claim of infringement, Pictometry may, at its option and expense, either: (i) procure for you the right to continue using the WVO Services or the WVO Licensed Content, (ii) replace or modify the WVO Services or the WVO Licensed Content so that they become non-infringing; or (iii) terminate the WVO License Agreement on notice to you and grant you a pro-rata refund or credit (whichever is applicable) for any pre-paid fees or fixed charges.
 - (c) The provisions of Sections 5.5(a) and (b) shall constitute your sole and exclusive remedy for the respective matters specified therein.

6. MISCELLANEOUS

- 6.1 The terms and conditions of this WVO License Agreement may be changed from time to time immediately upon notice to you. If any changes are made to this WVO License Agreement, such changes will: (a) only be applied prospectively; and (b) not be specifically directed against you but will apply to all similarly situated Pictometry customers using the WVO Services. You may terminate this WVO License Agreement upon written notice to Pictometry if any change to the terms and conditions of this WVO License Agreement is unacceptable to you. For termination to be effective under this Section 6.1, written notice of termination must be provided to Pictometry within 90 days of the effective date of the change. Continued use of the WVO Services following the effective date of any change constitutes acceptance of the change, but does not affect the foregoing termination right. Except as provided above, this WVO License Agreement may not be supplemented, modified or otherwise revised unless signed by duly authorized representatives of both parties. Furthermore, this WVO License Agreement may not be supplemented, modified or otherwise revised by email exchange, even if the email contains a printed name or signature line bearing signature-like font. The foregoing does not prohibit the execution of electronic contracts bearing electronic signatures of authorized representatives of both parties, provided such signatures include digital certifications or are otherwise authenticated.
- 6.2 In the event of a breach of this WVO License Agreement by you or someone using the WVO Services, Pictometry may temporarily suspend or discontinue providing access to the WVO Services without notice and Pictometry may pursue any other legal remedies available to it.
- 6.3 All notices and other communications hereunder shall be in writing. Notices shall be deemed to have been properly given on the date deposited in the mail, if mailed or on the date received, if delivered in any other manner. Legal notices to Pictometry should be sent to Pictometry, Attn: General Counsel, 100 Town Centre Drive, Suite A, Rochester, New York 14623.
- 6.4 The failure of you, Pictometry, or any third party supplier of the WVO Services or any WVO Licensed Content to enforce any provision hereof shall not constitute or be construed as a waiver of such provision or of the right to enforce it at a later time.
- 6.5 You may not assign or otherwise transfer your rights or delegate your duties under this WVO License Agreement without the prior written consent of Pictometry. Any attempt by you to assign, transfer or delegate your rights or obligations under this WVO License Agreement without Pictometry's consent shall be void, and shall also void the limited license granted to you by this WVO License Agreement. This WVO License Agreement and any amendment thereto shall be binding on, and will inure to the benefit of the parties and their respective successors and permitted assigns.
- 6.6 This WVO License Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflicts of law principles. Unless you are a government entity, in the event that any legal proceedings are commenced with respect to any matter arising under this WVO License Agreement, the parties specifically consent and agree that the courts of the State of New York or, in the alternative, the Federal Courts located in the State of New York shall have exclusive jurisdiction over each of the parties and over the subject matter of any such proceedings, and that the venue of any such action shall be in Monroe County, New York or the U.S. District Court for the Western District of New York, as applicable.
- 6.7 This WVO License Agreement will be enforced to the fullest extent permitted by applicable law. If any provision of this WVO License Agreement is held to be invalid or unenforceable to any extent, then (a) such provision will be interpreted, construed and reformed to the extent reasonably required to render it valid, enforceable and consistent with its original intent and (b) such invalidity or unenforceability will not affect any other provision of this WVO License Agreement.
- 6.8 Where applicable, each affiliated company of Pictometry and each third party supplier of the WVO Services or any WVO Licensed Content has the right to assert and enforce the provisions of this WVO License Agreement directly on its own behalf as a third party beneficiary.
- 6.9 In the event of a breach of your obligations under this WVO License Agreement or your payment obligations with respect to access to the WVO Services or the WVO Licensed Content, you agree to pay all of Pictometry's costs of enforcement and collection, including court costs and reasonable attorneys' fees.
- 6.10 This WVO License Agreement constitutes the entire agreement of the parties with respect to its subject matter and replaces and supersedes any prior written or verbal communications, representations, proposals or quotations relating to that subject matter.

[END OF WEB VISUALIZATION OFFERING TERMS AND CONDITIONS]

**PICTOMETRY SOFTWARE
LICENSE AGREEMENT**

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4. **DISCLAIMERS OF WARRANTY.** USE OF THE PICTOMETRY SOFTWARE IS AT YOUR SOLE RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE PICTOMETRY SOFTWARE IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, AND PICTOMETRY HEREBY DISCLAIMS ALL WARRANTIES WITH RESPECT TO THE PICTOMETRY SOFTWARE, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. PICTOMETRY DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR PROVIDED BY THE PICTOMETRY SOFTWARE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PICTOMETRY SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROPRIETARY MATERIALS WILL BE CORRECTED.
5. **LIMITATION OF LIABILITY.** IN NO EVENT WILL PICTOMETRY BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE PICTOMETRY SOFTWARE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE), EVEN IF PICTOMETRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL PICTOMETRY'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES (OTHER THAN AS MAY BE REQUIRED BY APPLICABLE LAW IN CASES INVOLVING PERSONAL INJURY) CAUSED BY, ARISING OUT OF OR IN ANY WAY RELATED TO THE PICTOMETRY SOFTWARE EXCEED THE AMOUNT OF FIFTY DOLLARS (\$50.00). THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.
6. **TERMINATION.** This License will terminate automatically without notice from Pictometry if you fail to comply with any term of this License. Upon the termination of this License, you will cease all use of the Pictometry Software and destroy all copies, full or partial, of the Proprietary Materials.
7. **MISCELLANEOUS PROVISIONS.**
 - A. **Restricted Rights.** Pictometry Software acquired with United States Government funds or intended for use within or for any United States federal agency is provided with "Restricted Rights" as defined in DFARS 252.227-7013, Rights in Technical Data and Computer Software and FAR 52.227-14, Rights in Data-General, including Alternate III, as applicable. Pictometry must be notified in advance of any license grants to United States federal governmental entities. The Pictometry Software is developed for general use in a variety of applications and is not developed or intended for use in any inherently dangerous applications or applications that could lead to property damage, personal injury or death. If you use the Pictometry Software in such applications, then you will be responsible for taking all appropriate fail-safe, backup, redundancy, and other measures to ensure the safe use of the Pictometry Software in such applications, including but not limited to, in any nuclear, aviation, mass transit, public safety or medical applications.
 - B. **Foreign Trade Restrictions.** The parties acknowledge that certain information, software technology, accompanying documentation and technical information may be subject to United States export control laws. You will not directly or indirectly export or re-export the Pictometry Software in violation of the Export Administration Regulations of the U.S. Department of Commerce.
 - C. **Governing Law.** This License will be governed by and interpreted in accordance with the laws of the State of New York, excluding its conflict of laws principles.
 - D. **Assignment.** You may not assign this License without Pictometry's prior written consent. Any assignment in violation of this License will be null, void and of no force and effect. For all purposes under this License, any merger, consolidation, spin-off, acquisition or change-in-control will be deemed an assignment.
 - E. **Partial Invalidity; Survival.** If any provision of this License is held invalid or unenforceable by competent authority, that provision will be construed so as to be limited or reduced to be enforceable to the maximum extent compatible with the law as it will then appear. The total invalidity or unenforceability of any particular provision of this License will not affect its other provisions and this License will be construed in all respects as if the invalid or unenforceable provision were omitted. The provisions of this License that by their nature would survive its termination will survive indefinitely.

- F. **Force Majeure.** Neither party will be liable for any costs or damages due to nonperformance under this License arising out of any cause not within the reasonable control of such party and without its fault or negligence. Neither party will be liable for any delay or failure in the performance of its obligations under this License that directly results from any failure of the other party to perform its obligations as set forth in this License.
- G. **Waiver.** No waiver of a breach of any term of this License will be effective unless in writing and duly executed by the waiving party. No such waiver will constitute a waiver of any subsequent breach of the same or any other term of this License. No failure on the part of a party to exercise, and no delay in exercising any of its rights hereunder will operate as a waiver thereof, nor will any single or partial exercise by a party of any right preclude any other or future exercise thereof or the exercise of any other right. No course of dealing between the parties will be deemed effective to modify, amend or discharge any part of this License or the rights or obligations of any party hereunder.
- H. **Entire Agreement; Construction.** This License contains the entire understanding of the parties with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings regarding that subject matter. No amendment to or modification of this License will be binding unless in writing and signed by Pictometry. There are no representations, warranties, or obligations of any party not expressly contained herein. The headings in this License are for convenience only. They do not constitute a portion of this License and will not be used in any construction of it.

[END OF SOFTWARE LICENSE AGREEMENT]

SECTION C

NON-STANDARD TERMS AND CONDITIONS

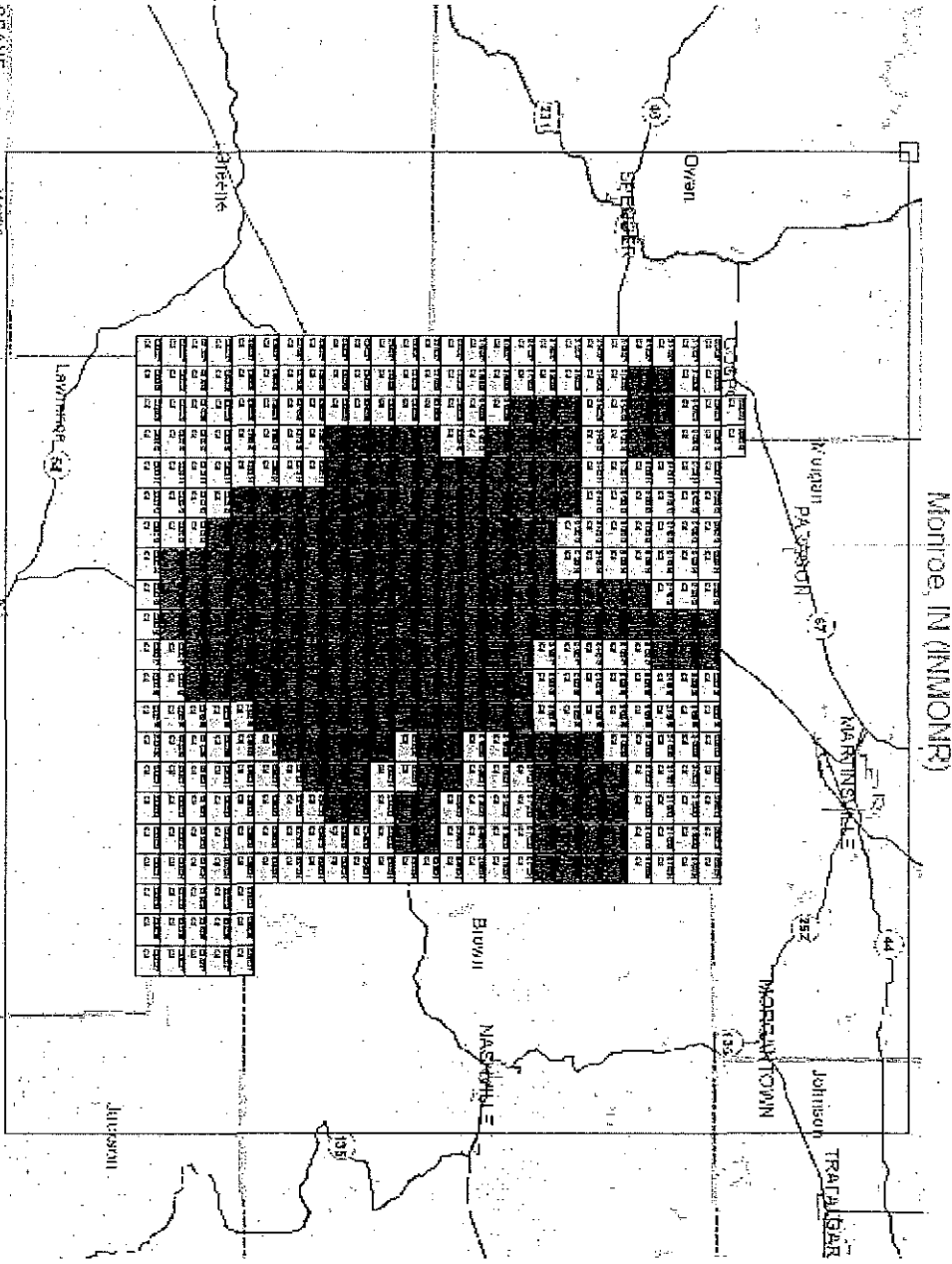
1. Online Services Eligible Users: Notwithstanding anything in the Online Services General Terms and Conditions incorporated in this Agreement to the contrary, the terms 'Eligible User' and 'Eligible Users' as defined in those Online Services General Terms and Conditions shall, for the purposes of this Agreement, also include each 'Authorized User' as that term is defined in the Delivered Content Terms and Conditions of Use incorporated in this Agreement.
2. Applicable Law: Notwithstanding anything to the contrary set forth elsewhere in this Agreement, this Agreement and any modifications, amendments or alterations shall be interpreted, construed and enforced in all respects in accordance with the laws of the State of Indiana, excluding its conflicts of law principles. Each party irrevocably consents to the exclusive jurisdiction of the courts of the State of Indiana in connection with any action to enforce the provisions of this Agreement, to recover damages or other relief for breach or default under this Agreement, or otherwise arising under or by reason of this Agreement.
3. Non-appropriation of Funds: Notwithstanding anything herein to the contrary, in the event that the funds due for the second project and related deliverables under the terms and conditions of this Agreement are not lawfully appropriated, the following provisions shall apply:
 - a. Customer shall provide Pictometry with written documentation of non-appropriation of funds from its funding source prior to commencement of the second project;
 - b. This Agreement shall remain in full force and effect, however commencement of the second project shall be deemed postponed until such time as funds for the second project have been appropriated and all other sums due under the terms and conditions of this Agreement have been paid by Customer. In the event that the postponement exceeds eighteen months, Pictometry reserves the right to terminate any and all obligations with respect to the postponed project; and
 - c. If Customer, or any party authorized under the terms and conditions of this Agreement to use the licensed products set forth in Section A, is in possession of licensed products for which Pictometry has not been fully compensated in accordance with the payment terms of this Agreement, Customer or such authorized party shall immediately cease use of those licensed products, purge those licensed products from all Customer and authorized party computers, and return those licensed products to Pictometry.

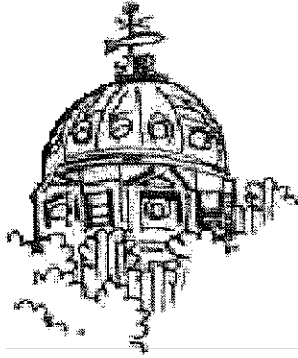
[END OF NON-STANDARD TERMS AND CONDITIONS]

SECTOR MAP

CRANE
Community Sectors: 263

COVING
Neighborhood Sectors: 204





MONROE COUNTY BOARD OF COMMISSIONERS
REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: Neihart Rezone Ordinance 2014-04
Rezone from Estate Residential 2.5 (RE2.5) to Forest Reserve (FR) (Case 1310-REZ-05)

- **THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.**

The petitioner is seeking to rezone the subject parcel at 5744 E State Road 46 in Salt Creek Township, from Estate Residential 2.5 (RE2.5) to Forest Reserve (FR). The two parcels totaling 11.41+/- acres parcel were part of the former fringe of the City of Bloomington. The petitioner intends to subdivide the two existing properties into two 5+ acre lots and utilize one of the properties for residential use and the other as a permitted tourist home.

At their meeting on January 21, 2014 the Monroe County Plan Commission considered petition #1310-REZ-05 for an amendment (Ordinance #2014-04) to the Monroe County Zoning Ordinance and made a positive recommendation to approve with conditions thereon, based on the findings, with a vote of 6-0.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: February 21, 2014

CONTACT PERSON: Tammy Behrman **PHONE NUMBER:** X 2116

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person) Tammy Behrman

OFFICE/DEPARTMENT: Planning

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes X No

INFORMATION PERTAINING TO A GRANT

- CURRENT STATUS OF GRANT REQUESTED: (new or renewal)** _____
- AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:**
 Federal or State? _____
 Local Match _____
 Total? _____

SIGNED: Tammy F. Behrman **DATE:** 1/28/2014
 (2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)

ORDINANCE # 2014-04

Neihart Rezone

An ordinance to amend the Monroe County Zoning Maps which were adopted December 1996.

Whereas, the Board of Commissioners of Monroe County, Indiana, passed a zoning ordinance and adopted zoning maps effective January 1997, which ordinance and maps are incorporated herein; and,

Whereas, the Monroe County Plan Commission, in accordance with all applicable laws, has considered the petition to amend said zoning maps;

Now, therefore, be it ordained by the Board of Commissioners of Monroe County, Indiana, as follows:

SECTION I.

The Monroe County Zoning Ordinance is amended to rezone the following property:
5744 E State Road 46 (two parcels totaling 11.41+/- acres) Salt Creek Township, Section 6;
from the Estate Residential 2.5 (RE2.5) district to the Forest Reserve (FR) district.

SECTION II.

There is one condition of approval attached to this request:

The petitioner be required to bring the 1.89 acre lot up to the 5 acre minimum lot size requirements for Forest Reserve (FR) zoning through an appropriate subdivision process to be filed within 90 days of a decision on this petition by the County Commissioners.

SECTION III.

This ordinance shall be in full force and effect from and after its passage and adoption by the Board of Commissioners of Monroe County, Indiana.

Passed and adopted by the Board of Commissioners of Monroe County, Indiana, this 21st day of February, 2014.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes

"No" Votes

Patrick Stoffers, President

Patrick Stoffers, President

Iris Kiesling, Vice-President

Iris Kiesling, Vice-President

Julie Thomas

Julie Thomas

Attest:
Steve Saulter, Monroe County Auditor

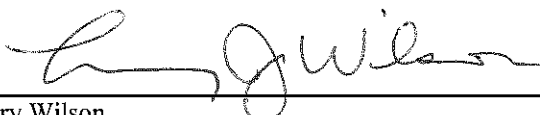
OFFICE OF
MONROE COUNTY PLAN COMMISSION
COURTHOUSE - ROOM 306
BLOOMINGTON, IN 47404

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Larry Wilson, hereby certify that during its meeting on January 21, 2014 the Monroe County Plan Commission considered petition #1310-REZ-05 for an amendment (Ordinance # 2014-04) to the Monroe County Zoning Ordinance and made a positive recommendation to approve thereon, based on the findings, highway and drainage engineers' reports and with a condition, with a vote of 6-0.

This proposed amendment is being forwarded for your consideration pursuant to I.C. 36-7-4-605(a).



Larry Wilson
Planning Director

2-10-2014
Date

PLANNER Tammy Behrman
CASE NUMBER 1310-REZ-05, Neihart Rezone
PETITIONER Ruth Ann Neihart
ADDRESS 5744 E State Road 46
REQUEST Rezone from Estate Residential 2.5 (RE2.5) to Forest Reserve (FR)
ACRES 1.89 and 9.52 acres parcels
ZONE RE2.5
TOWNSHIP Salt Creek
SECTION 6
PLATS -
COMP PLAN
DESIGNATION: Rural Residential

EXHIBITS

1. Petitioner Cover Letter
2. Petitioner Site Plan

RECOMMENDATION

Staff recommends **approval** based on the Findings of Fact subject to the county highway and drainage engineer reports and the following condition:

1. The petitioner be required to bring the 1.89 acre lot up to the 5 acre minimum lot size requirements for Forest Reserve (FR) zoning through an appropriate subdivision process to be filed within 90 days of a decision on this petition by the County Commissioners.

PLAN REVIEW COMMITTEE RECOMMENDATIONS

PRC discussed at their December 12, 2013 meeting. It was recommended that the petitioner switch to an AG/RR rezone and was supported with a vote of 4-0 commenting that this rezone is consistent with the area to the northeast of the parcel which is largely zoned Agriculture/Rural Reserve and reflects the nature of the use. The petitioner chose to not change the rezone to AG/RR due to the refiling and re-notification procedural requirements as set forth in the Rules of Procedure.

SUMMARY

The petition site is two parcels totaling 11.41 acres (1.89 and 9.52 acres each) located in Salt Creek Township that currently contains a house with attached garage and utility shed. The parcel maintains frontage on E State Road 46, which is classified as a Principle Arterial road. The site is currently zoned Estate Residential 2.5 (RE2.5) in the Former Fringe area adjacent to the city of Bloomington. The site is currently being used for residential purposes. All surrounding uses are residential in nature. Surrounding zones are residential with a few Limited Commercial (LC) zones.

The petitioner requests to rezone the site from Estate Residential 2.5 (RE2.5) to Forest Reserve (FR). Forest Reserve (FR) is a zone that is primarily located in the eastern portions of the Monroe County area, while Estate Residential 2.5 is a zone located in the Former Fringe area. The nearest Forest Reserve areas are located approximately 900 feet to the east where the former fringe boundary ends. The Ordinance describes Forest Reserve as follows:

Forest Reserve (FR) District. The character of the Forest Reserve (FR) District is defined as that which is primarily intended for the preservation of forests, recreational areas, parks and greenways, limited agricultural uses and very, very low density single family residential uses. Its purposes are to permit limited single family residential development on very large lots, to discourage the development of residential subdivisions and nonresidential uses, to protect environmentally sensitive

areas, such as floodplain and steep slopes and to maintain the character of the surrounding neighborhood. Development in the FR District is hindered by extreme topography, poor access and the availability of few or no public services. Therefore, the number of uses permitted in the FR District is limited. Some uses are conditionally permitted. The conditions placed on these uses are to insure their compatibility with the low-density residential and public open space uses.

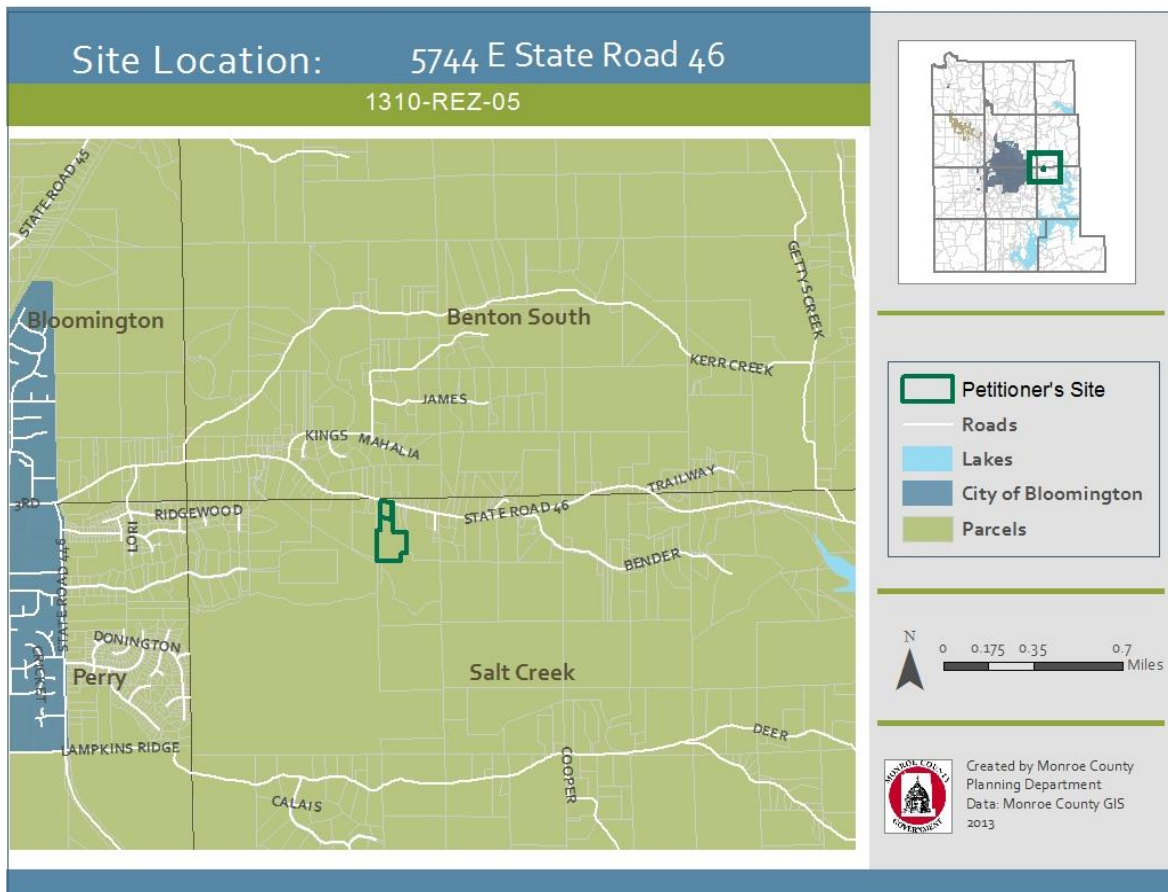
The petitioner's site has many of the qualities that are found in FR zones. It is currently used for a single family residential use. Steep slopes are present within the Area 3 Environmental Constraints Overlay making further development of the site difficult. Much of the site is heavily wooded and it is adjacent to some forested lands to the southwest managed by the Sycamore Land Trust.

One of the parcels would currently not meet the minimum lot size for Forest Reserve (FR) zoning. A condition of approval would be to file for an appropriate subdivision to shift the lot line between the two parcels so both parcels to meet the height bulk and density requirements for the FR zoning district.

The petitioner would eventually like to convert her home into a Tourist Home which is permitted in FR but with several conditions. There is one condition that currently cannot be met without a design standards variance.

LOCATION MAP

The parcel is located on 5744 E State Road 46 in Salt Creek Township.



ZONING

The property is zoned Estate Residential 2.5 (RE2.5). The immediately adjoining properties are also zoned RE2.5. The petitioner's site is located within the former two mile fringe which ends approximately 900 feet to the east where there are Agriculture/Rural Reserve (AG/RR), Forest Reserve (FR) and Conservation Reserve (CR) zoned properties along E State Road 46. There are a few Limited Commercial (CL) zoned properties nearby.

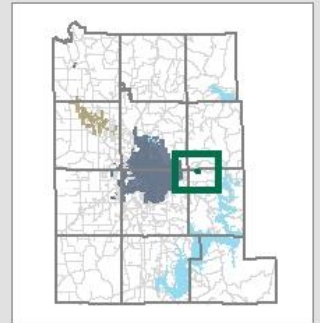
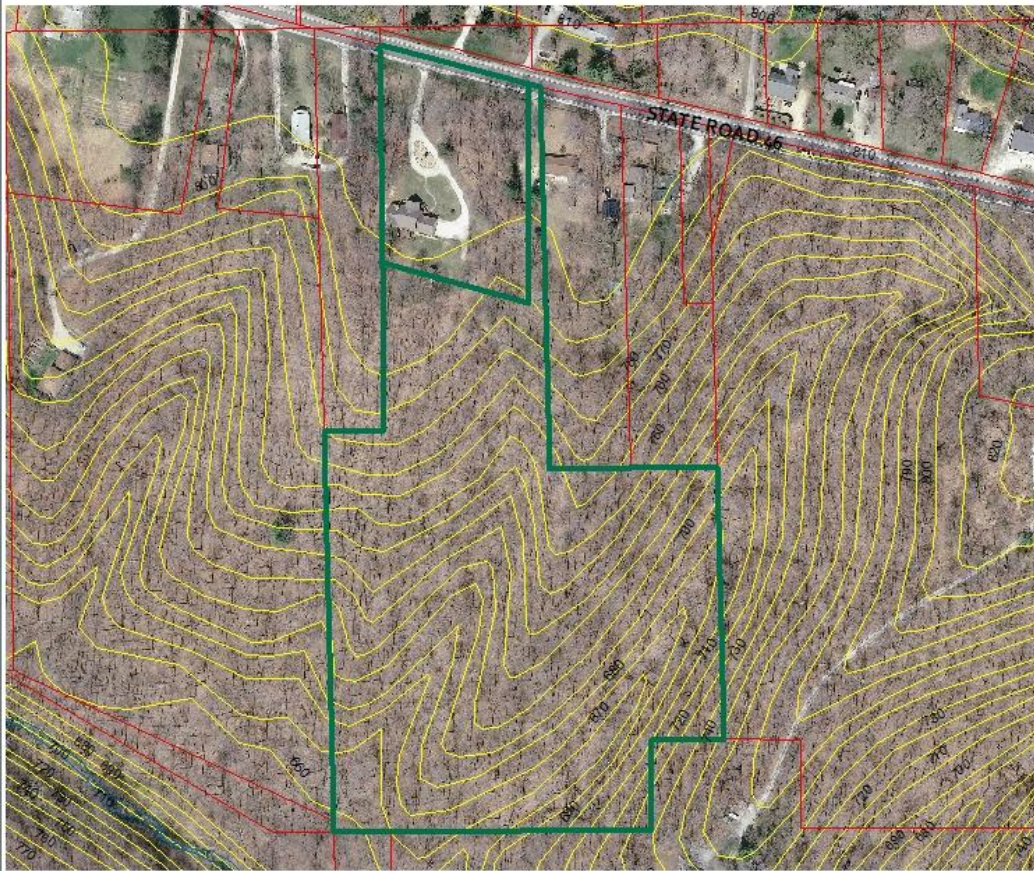


SITE CONDITIONS

The property contains a home with attached garage and a shed on the southwest portion of the northern parcel. The parcels are in ECO Area 3 so there are development restrictions on slopes greater than 18%. There is no known karst or floodplain on the site. Site is on a septic system.

Site Conditions: 5744 E State Road 46

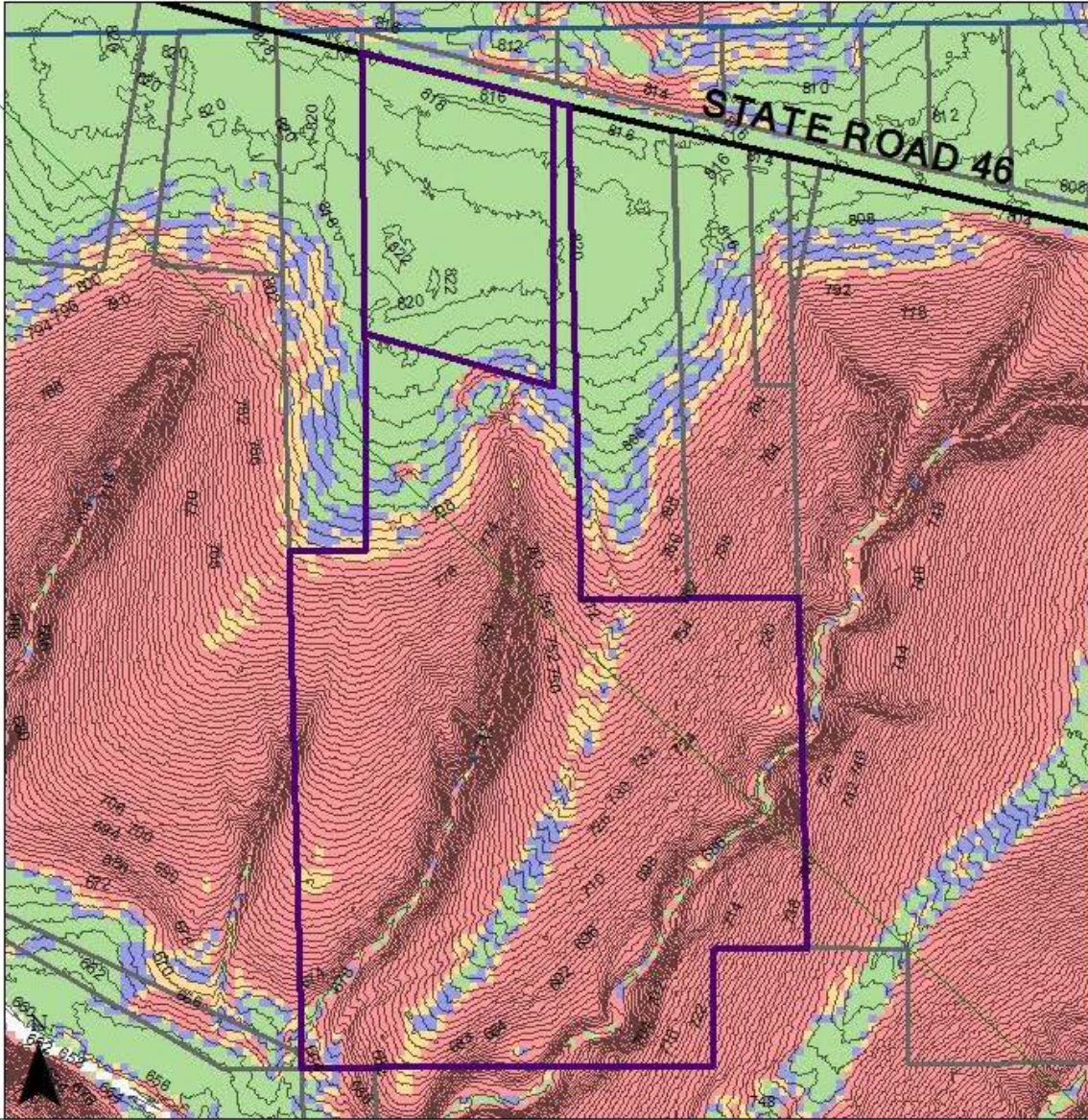
1310-REZ-05



- Petitioner's Site
- Parcels
- FEMA Floodplain
- 10-Foot Contours
- Hydrology



Created by Monroe County Planning Department
Data: Monroe County GIS
2013



Percent Slope

5744 E State Road 46

Environmental Constraints Overlay Area 3
(18 % Slope Restricted)



- Petitioner's Site
- Roads
- Parcels
- 2 Foot Contours
- 0 - 12
- 12 - 15
- 15 - 18
- 18 - 100
- Lakes

All GIS and electronic database materials, and any services which may be provided related thereto, are provided "as-is" without any warranty of any kind, and all warranties of merchantability and fitness for a particular purpose are hereby disclaimed. In no event shall Monroe County be liable to the recipient or any other party for damages arising out of the use or inability to use these materials. This agreement shall be governed by the law of Indiana, where any litigation arising hereunder shall take place. The agreement is the complete and exclusive statement of the agreement between the parties and may be modified only by a written agreement.

Created by Monroe County Planning Department
October 2013 | Data Source: Monroe County GIS

SITE PICTURES



Figure 1. Facing southeast: view of home on 5744 E State Road 46.



Figure 2. Facing east: neighboring properties along E State Road 46.



Figure 3. Facing west: neighboring properties along E State Road 46



Figure 4. Facing south: view of circular drive and primary residence.



Figure 5. Facing southeast: view of the attached garage and storage shed.



Figure 6. Facing northwest: view of western property line with neighboring residence visible through trees.



Figure 7. Facing northeast: view of petitioner's residence on left and neighboring residence to the east on the right.



Figure 8. Facing south: view of the wooded slopes out behind residence.



Figure 9. Facing northeast: view of the residence.



Figure 10. Facing north towards E State Road 46 with circle drive in the foreground.



Figure 11. Pictometry view facing north: neighboring residence to the east is approximately 195 feet from petitioner's residence and to the west the distance between the two residences is approximately 160 feet.

COMPREHENSIVE PLAN DISCUSSION

This site is within the Rural Residential (RR) Comprehensive Plan designation which states:

Rural Residential

The Rural Residential use category includes rural property, environmentally sensitive areas, and areas adjacent to quarry operations where low densities are appropriate and desirable; however, the sparse population character of the Farm and Forest category is no longer applicable. Generally, these areas are characterized by active or potential mineral extraction operations nearby, steep slopes, and the remaining forest and/or agricultural land where roadways and other public services are minimal or not available.

The Rural Residential use category includes all property in Monroe County that is not within the Farm and Forest Residential area, Bloomington Urbanizing Area or a Designated Community, or an incorporated town or city. Approximately 52,000 acres of rural property in Indian Creek, Clear Creek, Van Buren, Bloomington, Richland, Bean Blossom, Washington, and Benton Townships are designated Rural Residential. Most often this category adjoins or is very close to the Farm and Forest Residential areas. Current Rural Residential densities are usually greater than 64 homes per section and some portions of the Rural Residential area have already been subdivided or developed at urban densities.

To maintain Rural Residential property use opportunities, an average residential density per survey section shall be established by ordinance. This average density shall preserve the rural lifestyle opportunity of this area and help protect nearby Vulnerable Lands. Where appropriate infrastructure is available, home clustering with open space dedications may be an option in this residential category. Open space can serve a variety of uses including recreational opportunities for local residents, limited accessory agricultural uses, or buffering of an adjoining use. Contiguous Resilient Land shall be available for each dwelling adequate to support either two independent conventional septic fields or one replaceable mound system. Sufficient space for buildings traditionally associated for this type of use must also be provided. In addition, public roadways shall not experience less than the Monroe County Level of Service standard existing at the time this Plan is adopted. New subdivision road traffic lanes that access County roadways shall not exceed the capacity of traffic lanes for adjoining public roadways. State highways, major collectors, or arterial roads are exempt from this requirement.

The plan also addresses overall Goals and Strategies for Residential Development in Chapter Six, as listed below.

Goals

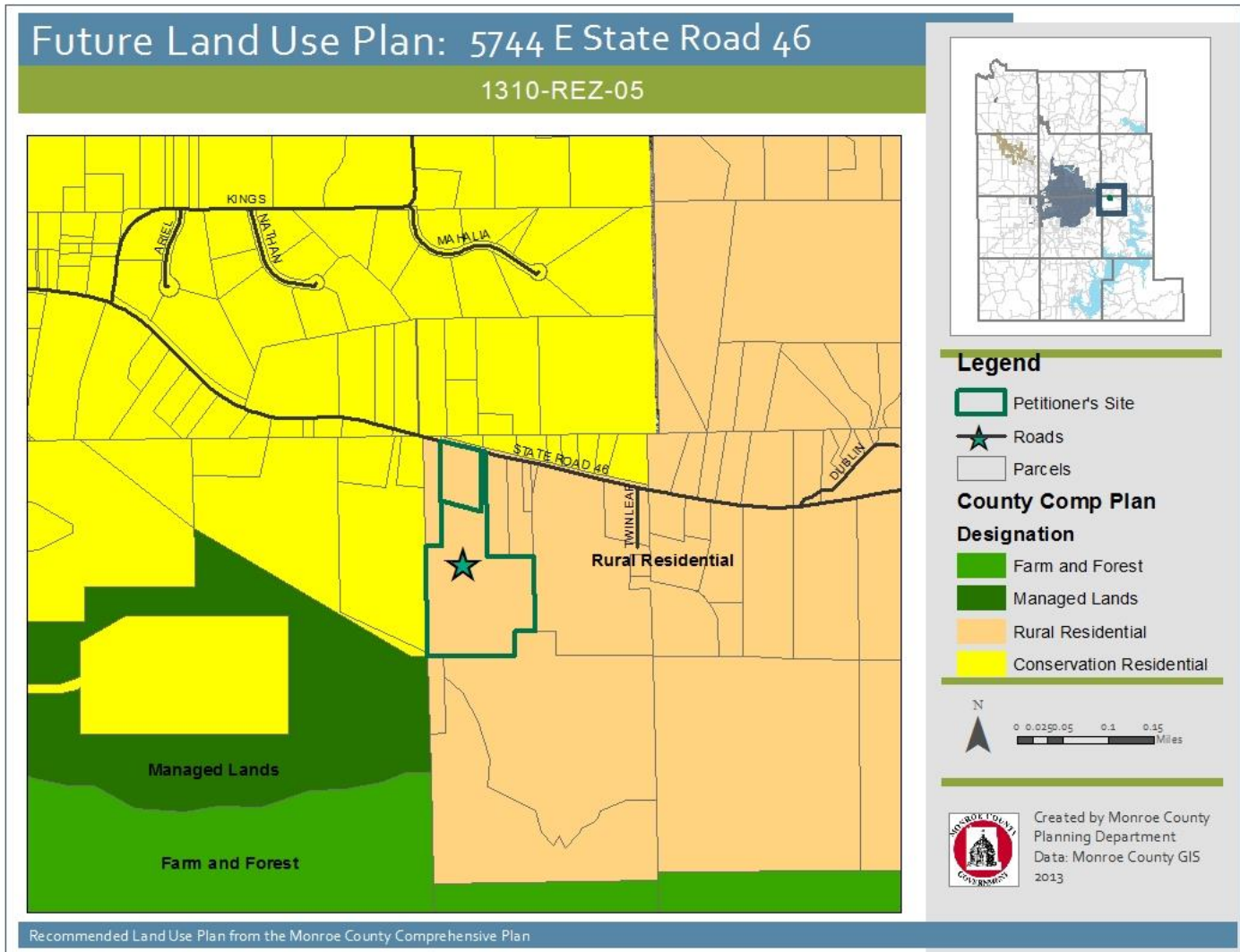
- A. *Enable housing demand to be met while protecting the unique character of the built and natural environment with equitable new residential opportunity;*
- B. *Provide sufficient buildable lots to meet housing demand;*
- C. *Assure a range of residential opportunities while fairly allocating available private property resources;*
- D. *Periodically evaluate the capacity of urban and rural infrastructure and services to meet the needs of each characterized area, and review the evaluation criteria for elements that*

- contribute to the character of designated areas;
- E. Through a protection program, maintain the quantity and quality of those elements contributing to the character of designated urban and rural areas within the County planning jurisdiction;
 - F. Maintain an inventory of areas within the County exhibiting significant identified character elements;
 - G. Utilize current and historical U.S. Census Data to maintain a history of the supply of dwelling units available for purchase or lease and a projection for housing demand.

Strategies

Monroe County will focus its land and property use management responsibilities to:

- a) Protect the existing character of designated rural and urban areas within the County by keeping rural areas rural in character while encouraging urban densities and services in Designated Communities that serve to meet capacity requirements within the planning horizon of this Comprehensive Plan;
- b) Enhance the existing character of urban and rural areas of the County by protecting existing investment and lifestyle choices;



FINDINGS OF FACT - REZONE

According to Section 831-3. Standards for Amendments of the Zoning Ordinance: In preparing and considering proposals to amend the text or maps of this Zoning Ordinance, the Plan Commission and the Board of County Commissioners shall pay reasonable regard to:

(A) The Comprehensive Plan;

Findings:

- The Comprehensive Plan designates the site and much of the surrounding area as Rural Residential;
- The current uses of the site are a single family residential use;
- The site contains two structures, a house with attached garage, and a utility shed;
- The immediately adjoining uses are currently residential in nature;
- There are a few limited commercial business uses in the neighboring vicinity;
- FR would require a lower density of 1 residence per 5 acres as opposed to RE2.5 which allows 1 residence per 2.5 acres;
- Rezoning to FR would lessen the setback requirements;
- The number of uses permitted in the FR District is limited and some uses are conditionally permitted;
- A condition of approval would require both lots meet the 5 acre minimum lot size requirement for FR zoning that also satisfies the Environmental Constraints Overlay requirement for continuous buildable area of 1 acre for each lot;

(B) Current conditions and the character of current structures and uses in each district;

Findings:

- The site is currently zoned Estate Residential 2.5 (RE2.5);
- The site contains two structures, a house with attached garage, and a utility shed;
- The immediately surrounding uses are currently residential in nature;
- Steep slopes are present within the Area 3 Environmental Constraints Overlay making further development of the site difficult.
- Much of the site is heavily wooded and it is adjacent to some forested lands to the southwest and east managed by the Sycamore Land Trust;
- There is limited commercial business uses in the neighboring vicinity.
- Access to the site is from E State Road 46 by a single driveway that has a circular drive for easy turnaround of vehicles;
- Water, gas, and electricity utilities are present on site;
- The site utilizes septic for waste disposal;
- Primary residence will meet FR setbacks;
- Utility shed meets FR side setback and will meet rear setback once the lots are combined as described in the conditions of approval;
- The northern 1.89 acre parcel does not currently meet the minimum lot size requirement for RE2.5 zoning;

(C) The most desirable use for which the land in each district is adapted;

Findings:

- The current uses are single family residential;
- The site contains two structures, a house with attached garage, and a utility shed;

- The surrounding uses are residential in nature;
- Steep slopes are present within the Area 3 Environmental Constraints Overlay making further development of the site difficult.
- The surrounding zonings are residential and limited commercial in nature;
- FR would require a lower density of 1 residence per 5 acres as opposed to RE2.5 which allows 1 residence per 2.5 acres;
- Rezoning to FR would lessen the setback requirements;
- The number of uses permitted in the FR District is limited and some uses are conditionally permitted;
- A condition of approval would require both lots meet the 5 acre minimum lot size requirement for FR zoning that also satisfies the Environmental Constraints Overlay requirement for continuous buildable area of 1 acre for each lot;

(D) The conservation of property values throughout the jurisdiction; and

Findings:

- The effect of the approval of the rezone on property values is difficult to determine;
- Values may vary significantly dependent upon future planning and zoning in the area;
- The immediately surrounding uses are residential in nature;
- Steep slopes are present within the Area 3 Environmental Constraints Overlay making further development of the site difficult.
- Much of the site and surrounding properties are heavily wooded with some forested lands to the southwest and east managed by the Sycamore Land Trust adjacent;
- There are a few limited commercial uses in the neighboring vicinity.
- Rezoning to FR should maintain the existing conditions and therefore have no foreseeable negative impact on adjoining values;
- A condition of approval would require both lots meet the 5 acre minimum lot size requirement for FR zoning that also satisfies the Environmental Constraints Overlay requirement for continuous buildable area of 1 acre for each lot;

(E) Responsible development and growth.

Findings:

- The Comprehensive Plan designates the site and much of the surrounding area as Rural Residential;
- If the rezone were to be approved, the petitioner could apply for a tourist home permit to in which a variance would need to be obtained for one of the conditions;
- The site contains three structures, a house, a garage, and a pole barn;
- The immediately surrounding uses are currently residential;
- Steep slopes are present within the Area 3 Environmental Constraints Overlay making further development of the site difficult.
- Much of the site is heavily wooded and it is adjacent to some forested lands to the southwest and east managed by the Sycamore Land Trust;
- There are a few limited commercial uses in the neighboring vicinity.
- Access to the site is from E State Road 46 by a single driveway that has a circular drive for easy turnaround of vehicles;
- Water, gas, and electricity utilities are present on site;
- The site utilizes septic for waste disposal;
- Primary residence will meet FR setbacks;
- Utility shed meets FR side setback and will meet rear setback once the lots are combined as described in the conditions of approval;

- A condition of approval would require both lots meet the 5 acre minimum lot size requirement for FR zoning that also satisfies the Environmental Constraints Overlay requirement for continuous buildable area of 1 acre for each lot;

EXHIBIT 1: Petitioner's Letter

REZONE of.....5744 E. STATE ROAD 46

I would like to have my 11.41 acre property rezoned to allow me to use my house as a vacation rental (tourist home) in which I would rent my house as a short term retreat on a daily, weekend or weekly basis.

I plan to use Hills-O-Brown vacation rentals in Nashville to manage the reservations and local people to clean and maintain the property between guests. The manager of Hills-O-Brown has inspected my property and is excited to add it as a rental. She believes it will have immediate success due to the location and its rustic design and character.

I am now widowed and live alone. I plan to move to a one story ranch closer to town as I no longer need all the space. I am excited about converting my home and starting this new business. I look forward to preparing my house and making it available for people to escape to the country for a few stress free days. I think they will enjoy the house and woods as much as I have.

The house will accommodate up to 6 adults if they wish to rent the entire house. But I believe the primary tenants will be couples wishing to get away alone for a cozy weekend around a warm fire and hot tub. They will have the option to rent only the master bedroom at a reduced rate. This would be my preferred tenants as this is a \$325,000 home that my husband and I built and lived in for 25 years and I hope to pass it on to our children in the same or better condition than it is in now. I plan to use the wooded acreage behind the house as a nature trail where people can hike and enjoy the outdoors. I am told this is a desirable feature for couples looking for a weekend retreat.

The property is a total of 11.41 acres. It is on 2 separate deeds because it was divided some years ago in a divorce settlement. Our plan was to build a retirement cabin on the back acreage after our children were raised. There is a beautiful building site on this part of the property. However, the county has told me it is no longer considered "buildable" because of the new zoning restrictions.

I believe my location is ideal for this type business as it is located on the Nashville corridor where there are other rental cabins in both Monroe and Brown counties. There is a bed and breakfast less than a mile east of me and other light commercial business around me. Those consist of Longs Landing, Pros Insurance, the DNR office, the Boy Scout office and a kennel that raises show dogs right across the street. The homes on each side of me are rental homes and have been for many years.

Vacation rental homes must pay a substantial county tax for each nights stay by guests. This tax benefits Monroe County as it passes directly into the Monroe County Visitors and Tourism Bureau which promotes tourism in Monroe County.

I would appreciate your support for my rezone so that I can make the best possible use of my home as a vacation rental ...


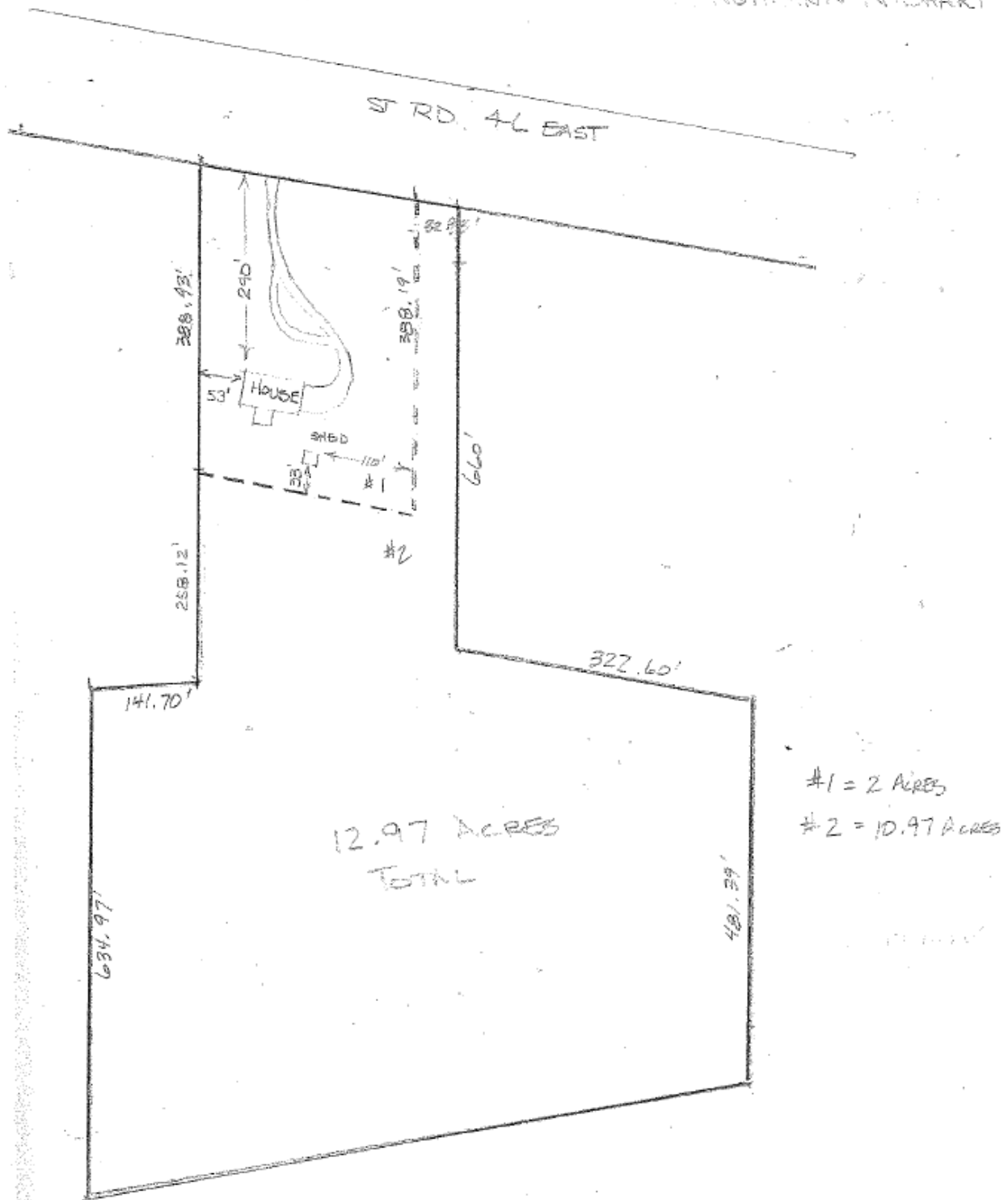
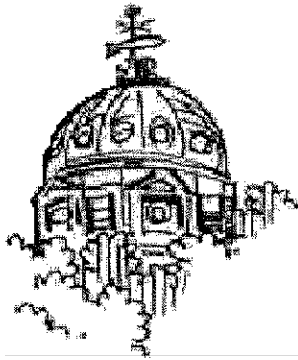
Thank you very much,

Ruth Ann Neihart

EXHIBIT 2: Petitioner Site Plans (2)

RUTH ANN NIEMART





MONROE COUNTY BOARD OF COMMISSIONERS

REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: 2014-08
Bailey Wireless Communication Facility Overlay Rezone to add Wireless Communication Facility
(WCF) Overlay to Agriculture/Rural Reserve (AG/RR)

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

This rezone request covers a .023 +/- acre portion of one parcel. The rezone would allow the site to become a potential location for a cellular tower. An Independent Consultant reviewed the JB Towers, LLC submittal and determined that the submittal showed that a tower in this location will aid all wireless carriers in resolving capacity issues and signal strength issues.

Per the conditions of approval, a setback requirement variance must be approved by the Board of Zoning Appeals.

During its meeting on January 21, 2014 the Monroe County Plan Commission considered petition 1310-REZ-06 for the WCF Overlay (Ordinance # 2014-8) and made a positive recommendation to approve the rezone subject to the six (6) conditions listed by staff, and based on the findings of fact, with a vote of 7-0.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: February 21, 2014

CONTACT PERSON: Jackie Scanlan PHONE NUMBER: X 2968

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person) _____

OFFICE/DEPARTMENT: Planning

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes X No _____

INFORMATION PERTAINING TO A GRANT

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal) _____

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State? _____
Local Match _____
Total? _____

SIGNED: Jackie Scanlan DATE: 2/19/14
(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)

ORDINANCE # 2014-08

Bailey Wireless Communication Facility Overlay Rezone

An ordinance to amend the Monroe County Zoning Maps which were adopted December 1996.

Whereas, the Board of Commissioners of Monroe County, Indiana, passed a zoning ordinance and adopted zoning maps effective January 1997, which ordinance and maps are incorporated herein; and,

Whereas, the Monroe County Plan Commission, in accordance with all applicable laws, has considered the petition to amend said zoning maps;

Now, therefore, be it ordained by the Board of Commissioners of Monroe County, Indiana, as follows:

SECTION I.

The Monroe County Zoning Ordinance is amended to reclassify the following property:

A portion of property at 4695 S. East Lane (.023 +/- acres) Perry Township Section 19 (see attached Exhibit A);

by adding the Wireless Communications Facility overlay on the subject site, while preserving the underlying Agricultural/Rural Reserve (AG/RR) zoning district.

SECTION II.

The following conditions of approval shall apply:

- 1) The Site Plan to be approved by the Plan Commission.
- 2) The applicant must file a petition for a variance to the required side yard setback set forth in Chapter 834 of Monroe County Zoning Ordinance and receive approval from the Board of Zoning Appeals.
- 3) JB Towers, and all subsequent tower owners, shall make reasonable attempts to allow co-location space for the Monroe County Sheriff's Department to enhance public safety communications.
- 4) The proposed tower must be able to accommodate up to three (3) additional service providers of Cellular/PCS/Wireless Broadband service, for a total of four (4) carriers.
- 5) The Applicant must request and obtain the necessary permits from the County.
- 6) The Applicant must complete all requirements of Chapter 834 before construction of a wireless communication facility commences.

SECTION III.

This ordinance shall be in full force and effect from and after its passage and adoption by the Board of Commissioners of Monroe County, Indiana.

Passed and adopted by the Board of Commissioners of Monroe County, Indiana, this 21st day of February, 2014.

BOARD OF COMMISSIONERS OF MONROE COUNTY, INDIANA

"Yes" Votes

"No" Votes

Patrick Stoffers, President

Patrick Stoffers, President

Iris F. Kiesling, Vice-President

Iris F. Kiesling, Vice-President

Julie Thomas

Julie Thomas

Attest:

Steve Sautler, Monroe County Auditor

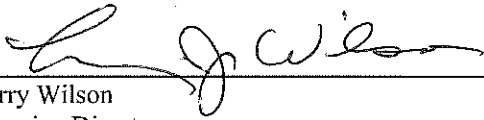
OFFICE OF
MONROE COUNTY PLAN COMMISSION
COURTHOUSE - ROOM 306
BLOOMINGTON, IN 47404

TO: THE COMMISSIONERS OF MONROE COUNTY, INDIANA

CERTIFICATION

I, Larry Wilson, hereby certify that during its meeting on January 21, 2014 the Monroe County Plan Commission considered petition #1310-REZ-06 for an amendment (Ordinance #2014-08) to the Monroe County Zoning Ordinance and made a positive recommendation to approve thereon, based on the findings and with conditions, with a vote of 7-0.

This proposed amendment is being forwarded for your consideration pursuant to I.C. 36-7-4-605(a).



Larry Wilson
Planning Director

2-19-2014

Date

MONROE COUNTY PLAN COMMISSION**January 21, 2014**

PLANNER Jackie Scanlan
CASE NUMBER 1310-REZ-06, Bailey WCF Overlay Rezone
PETITIONER JB Towers, LLC (Property Owners: Jerry and Ruth Ann Bailey)
ADDRESS 4695 S. East Lane
REQUEST Rezone to add the Wireless Communication Facility Overlay to a portion of one parcel zoned Agriculture/Rural Reserve (AG/RR)
ACRES .023 +/-
ZONE Agriculture/Rural Reserve (AG/RR)
TOWNSHIP Perry
SECTION 19
PLATS
COMP PLAN
DESIGNATION: Employment

EXHIBITS

1. Site Plan
2. Petitioner Letters
3. Petitioner Wireless Communication Facility Application
4. Copy of 1989 Interim Report Listing for Petition Property
5. Letter from Cellular Service provider
6. Independent Consultant's Report

RECOMMENDATION

Staff is presenting the petition with no recommendation because there has not been time to review the Independent Consultant's report.

SUMMARY

The petition property is approximately 28.9 acres of land, of which roughly a third is developed with a residential use and accessory residential and agricultural outbuildings. The rest of the land is open space used for agricultural purposes. The proposed Wireless Communication Facility Overlay would be added to .023 +/- acres of the site, located on a fairly flat portion of land in the northeastern portion of the property. This site is roughly five hundred (500) feet from the residence.

The petition site is located almost immediately to the west of the proposed location of the junction of new terrain I-69 and existing State Road 37. The parcels east of the petition parcel, but west of State Road 37 have been purchased by the State of Indiana.

The proposed cell tower location is in the northeastern portion of the parcel, and will require a variance from the side yard setback requirements of Chapter 834 of the Monroe County Zoning Ordinance if the overlay rezone is approved.

The petition property contains a building listed as 'Contributing' in the 1989 Monroe County Interim Report. Staff will review the Section 106 reports done for the I-69 project and consult with the Monroe County Historic Preservation Board of Review to determine the current condition of this site. The Monroe County Historic Preservation Board of Review will discuss the property at its January 13, 2014 meeting. UPDATE: This meeting was rescheduled. Staff is working with Board members to analyze the site.

The petitioner is seeking to add the Wireless Communication Facility Overlay District to a .023 +/- acre portion of one parcel zoned Agriculture/Rural Reserve (AG/RR).

PLAN REVIEW COMMITTEE RECOMMENDATIONS

The Plan Review Committee heard this petition at its meeting on December 12, 2013. The Committee voted to forward this petition to the Plan Commission with the following comments. (4-0)

1. Because of the location of the tower site, possible landscape requirement waivers should be explored.

The following is an excerpt from Chapter 834, Wireless Communications Facilities, of the Monroe County Zoning Ordinance:

“(C) Landscaping.

(1) The following planting requirements shall be applied to all applications or petitions for construction of WCF and/or Support Structures:

(a) A double staggered row of evergreen trees, planted at seven (7) ft. in height (measured from grade) and at no more than fifteen (15) ft. intervals along the perimeter of the fence to screen the facilities from adjoining properties; or

(b) A mix of deciduous shade trees (2.5" caliper) and large deciduous shrubs (at least 48") of sufficient density along the perimeter of the fence to adequately screen the facilities from adjoining properties.

(2) Existing vegetation within twenty feet of the security fence that is preserved shall be credited towards planting requirements.

(3) The provisions of this section may be waived, in whole or in part, by the Planning Department upon a determination that: site conditions would not be adequate to support landscape plantings; or, that architectural camouflage (“stealth” design) will insure compatibility with adjoining land uses and eliminate the need for screening.

(4) All landscape plantings shall be properly maintained or replaced as necessary to ensure their good health and viability for the life of the WCF and/or Support Structure.”

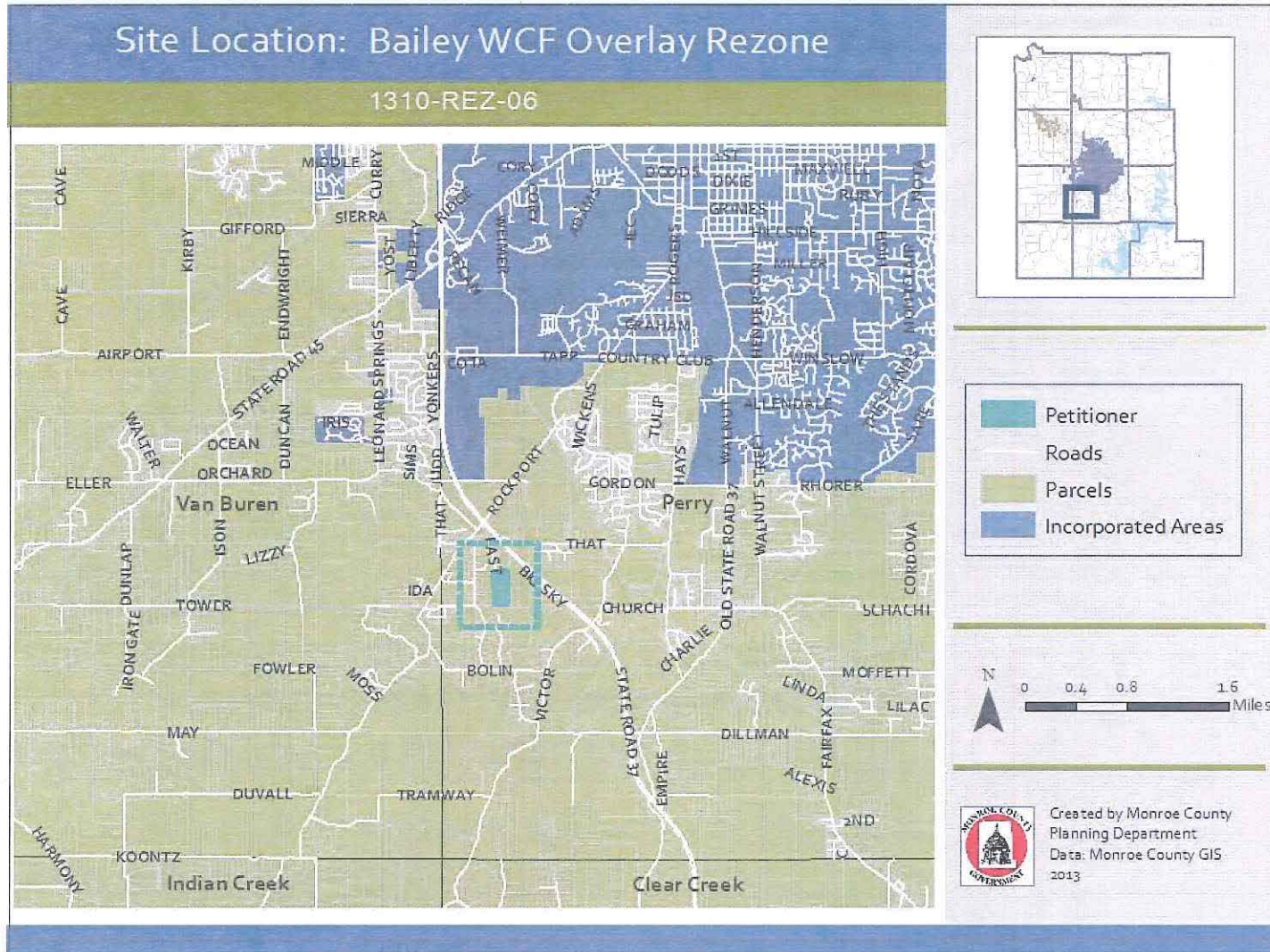
2. The Plan Commissioners will need to see the Independent Consultant’s report before their hearing to be able to make a recommendation to the Commissioners. This report has yet to be submitted.

CONSIDERATIONS FROM THE ADMINISTRATIVE MEETING

1. The Consultant’s Report will need to be reviewed before the hearing.
2. Based on Monroe County Planning Department data, there are no wireless communication facility towers within one mile of the petition site.
3. The issue of the presence of karst was addressed in the site conditions description below, and staff confirms that there do not appear to be karst features in the proposed location of the wireless communication facility.

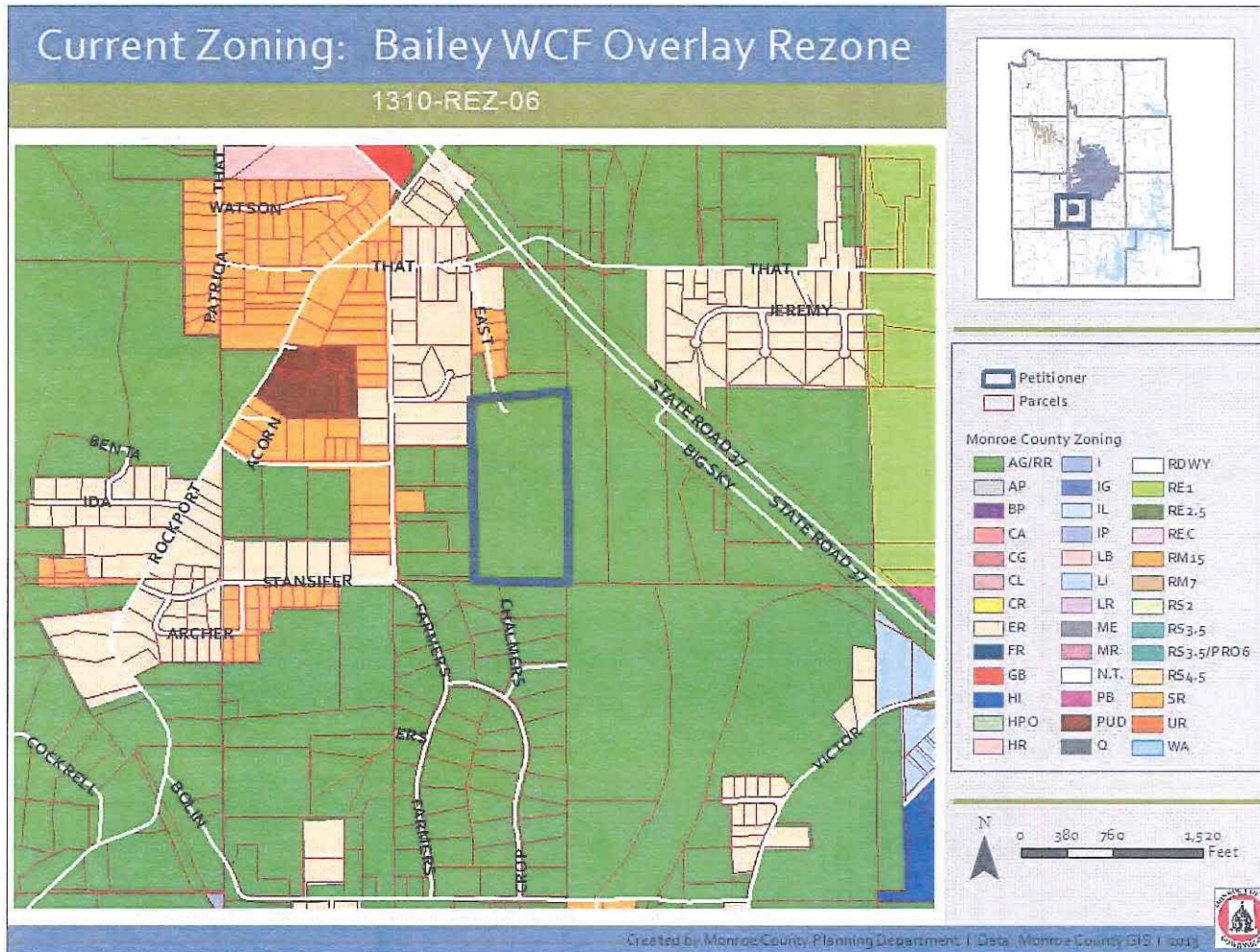
LOCATION MAP

The parcel is located near the proposed junction of new terrain I-69 and existing State Road 37 in Perry Township.



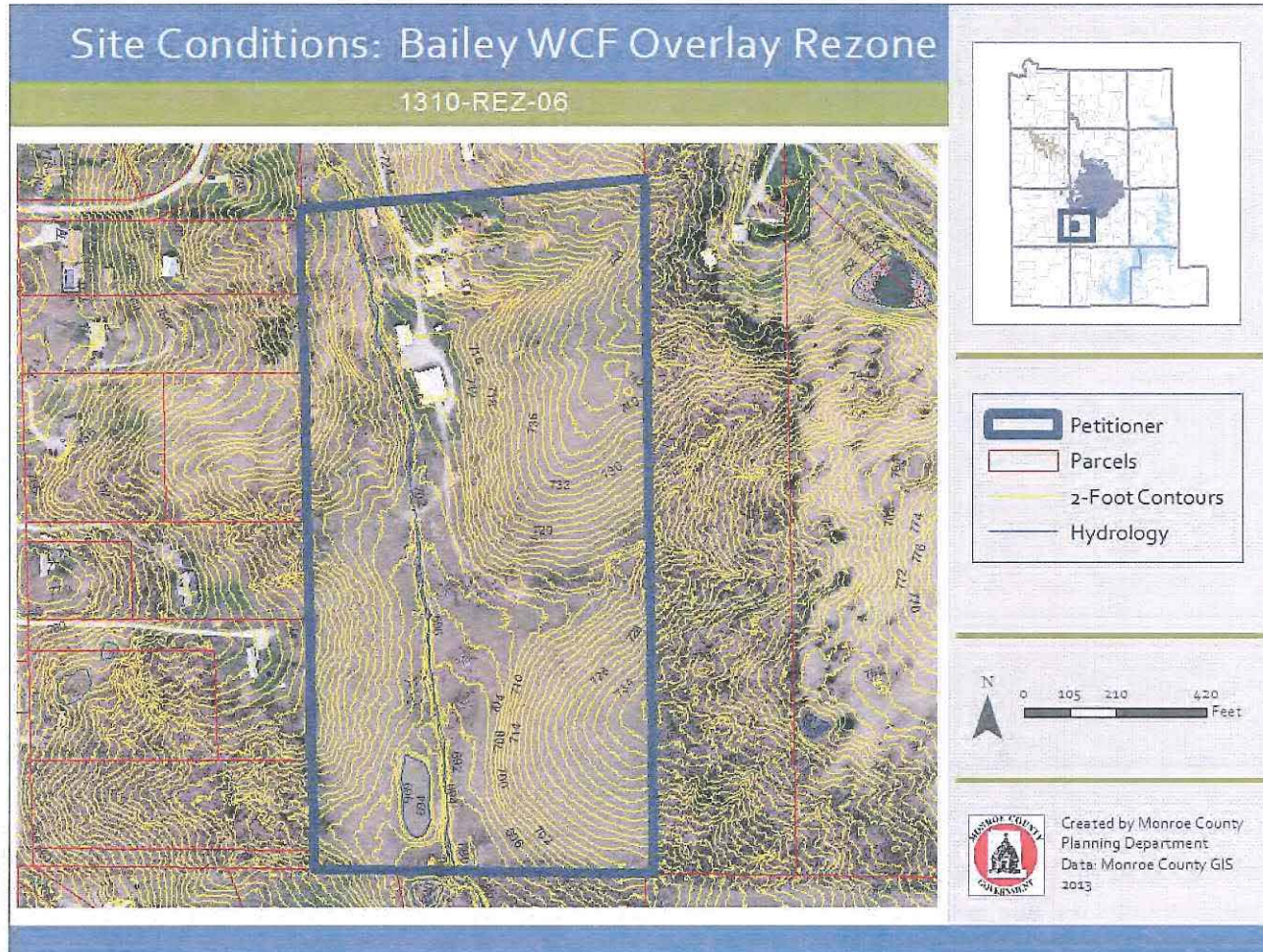
ZONING and ADJACENT USES

The property is zoned AG/RR. Most immediately adjoining parcels are also zoned AG/RR, with some Estate Residential (ER) to the northwest. There are also parcels zoned Suburban Residential (SR) in the vicinity. Much of the land around the property used for residential and agricultural purposes. The new terrain I-69 will be taking land south and east of the property.

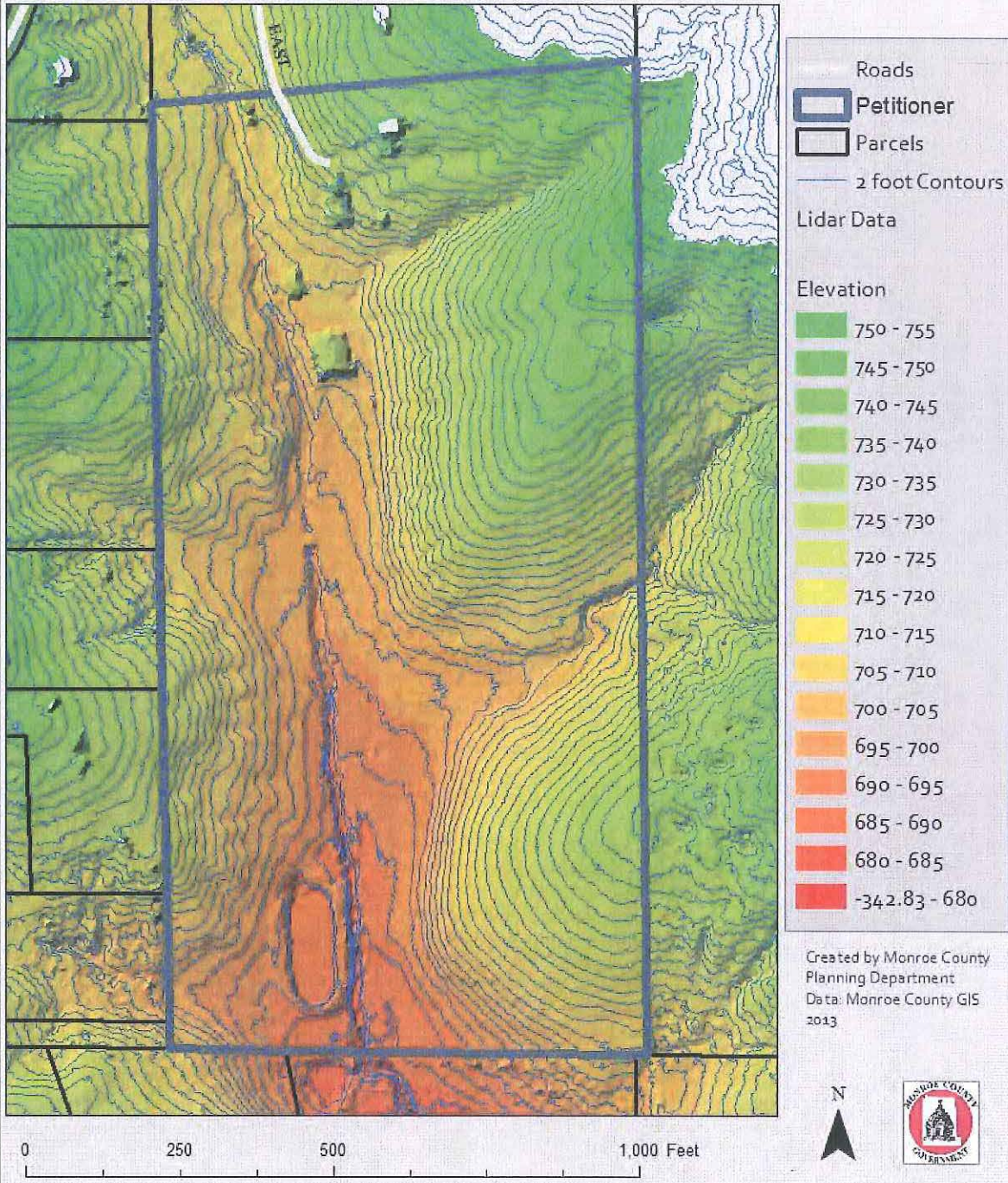


SITE CONDITIONS

According to the property record card, the property contains a single-family residence and multiple outbuildings. All of these improvements are located in the northern portion of the property, near East Lane. The property contains a creek that runs north to south on the western portion of the property. There are some flat areas on the western and eastern portions of the parcel that slope down to the stream. The area designated for the Wireless Communication Facility Overlay is flat and located in the northeastern portion of the parcel. The site contains no known karst or floodplain areas.



Lidar Elevation 2011: Bailey WCF Overlay Rezone



SITE IMAGES



Image One: Aerial of Developed Area of Parcel. Facing South.



Image Two: GoogleEarth Image of North Half of Property and Neighboring Construction. April 2013.



Image Three: Image of Outbuildings from House. Facing Southwest.



Image Four: Facing Proposed Lease Area, From Driveway. Facing Southeast.

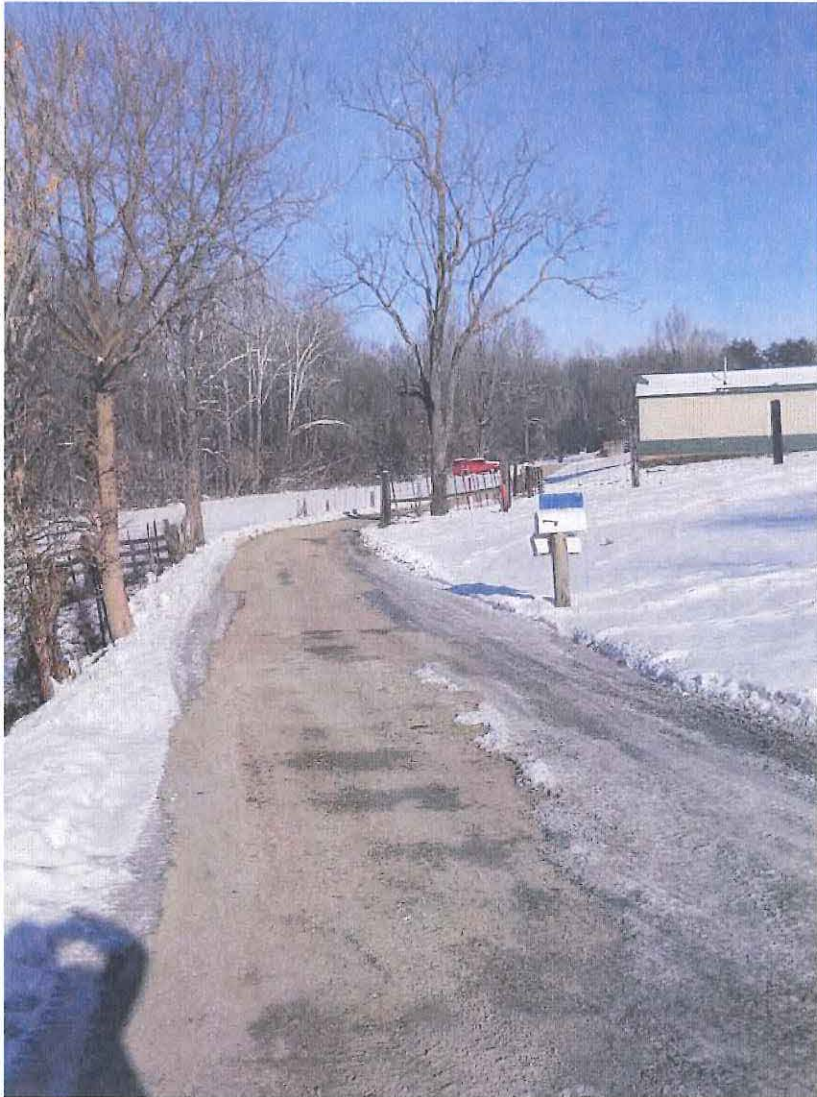


Image Five: Driveway and Access to East Lane. Facing North.



Image Six: View of Neighbor. Facing West.



Image Seven: View of Neighbor. Facing North.

COMPREHENSIVE PLAN DISCUSSION

The property is located in the Employment area of the Bloomington Urbanizing Area in the Monroe County Comprehensive Plan. The designation for the adjoining parcels is also Employment.

The Comprehensive Plan states the following regarding the Employment designation:

8.3 Employment Property Use

The economic opportunity provided by employment results in a sustainable community through the creation of jobs and through the creation of a tax base to support public infrastructure and services. For Monroe County to remain south-central Indiana's principal employment center will require continued investments in roads, sewers, new communication technology, and education.

Employment areas should be large parcels or groups of parcels that contain relatively flat land, few environmental constraints, and are supported by superior infrastructure for more intensive use. Generally, these areas shall be served by public and private utilities, by roadways with high traffic-carrying capacity, and by visual exposure to aid in locating the employment establishments. They are particularly good locations for employment uses that require immediate, high-volume transportation access, visibility, large, flat sites and utilities. These areas shall provide internal circulation roads as part of their site layout to reduce reliance upon County and state roadways for connection.

This Plan identifies seven (7) kinds of employment uses:

Retail and commercial uses;
Industrial manufacturers and wholesale businesses;
Government and education;
Mineral resources;
Agriculture;
Tourism; and
Home-based business.

The Comprehensive Plan states the following regarding the Bloomington Urbanizing Area Plan:

Bloomington Urbanizing Area Plan

A formal Bloomington Urbanizing Area Plan should be developed engaging key stakeholders in the areas immediately adjoining the City of Bloomington in an effort to develop a more detailed recommended land use plan for these areas. This planning effort should initiate immediately following the adoption of the Monroe County Comprehensive Plan.

The Bloomington Urbanizing Area Plan should consider the following proposals:

Focus new growth and development within and near the core of the existing community;
Promote dense and compact form of development;
Capitalize on existing infrastructure;
Maintain a distinctive edge, separating urban areas from rural areas;

Provide for future growth areas;
Encourage reinvestment, infill, and redevelopment;
Increase employment opportunities;
Interconnect streets where practical;
Establish design guidelines;
Develop alternative transportation and recreation opportunities connecting to surrounding areas;
Protect vulnerable lands from encroachment;
Provide a range of housing choice and increase affordability;
Improve opportunities for Mixed-Use development; and
Integrate open space, natural, and historic resources into the land use and development patterns.

Further, the plan should propose to:

Encourage business development in both the Bloomington and West Side Tax Increment Finance Districts and in the areas served directly by State Road 46, State Road 48, State Road 45 and Curry Pike;
Focus on meeting the needs of existing business uses and continue to promote a full range of employment growth opportunities from small to large scale;
Capitalize on the investments made into the Karst Farm Greenway, Vernal Pike, and Curry Pike to attract and retain business and employment opportunities;
Identify key Reinvestment Areas for both residential and employment growth;
Develop capital improvement and service plans for the Bloomington Urbanizing Areas.

FINDINGS OF FACT - REZONE

According to Section 831-3. Standards for Amendments of the Zoning Ordinance: In preparing and considering proposals to amend the text or maps of this Zoning Ordinance, the Plan Commission and the Board of County Commissioners shall pay reasonable regard to:

(A) The Comprehensive Plan;

Findings:

- The area is designated as Employment.
- The area is part of the Rural Communities, specifically the Bloomington Urbanizing Area, for which an illustrative map was made for the Comprehensive Plan.
- The specific location of Wireless Communication Facilities is not addressed in the Comprehensive Plan.

(B) Current conditions and the character of current structures and uses in each district;

Findings:

- The property is zoned Agriculture/Rural Reserve (AG/RR).
- The property is residential and agricultural in character and use.
- The petition property is listed in the 1989 Monroe County Interim Report as a Contributing property.
- The petition site is roughly 28.9 acres.
- The property contains a single family residence and numerous agricultural outbuildings.
- The proposed tower location is roughly five hundred (500) feet from the residence.
- The proposed tower location does not meet the setback requirements of the Monroe County Zoning Ordinance.
- Much of the property to the east has been purchased by the State of Indiana.
- The petition parcel is located west of the proposed junction of new terrain I-69 and existing State Road 37.
- The proposed tower location is on a currently open flat area in the northeastern portion of the property.

(C) The most desirable use for which the land in each district is adapted;

Findings:

- The Independent Consultant report required by the Monroe County Zoning Ordinance has not been submitted.
- The petition parcel is located west of the proposed junction of new terrain I-69 and existing State Road 37.
- The property is zoned Agriculture/Rural Reserve (AG/RR).
- The proposed tower location is on a currently open flat area in the northeastern portion of the property.

(D) The conservation of property values throughout the jurisdiction; and

Findings:

- The adjoining properties to the north, west, and south are used for residential purposes.
- Much of the property to the east has been purchased by the State of Indiana.
- The petition parcel is located west of the proposed junction of new terrain I-69 and existing State Road 37.

- Approval of the Overlay would only allow the future placement of a tower in the .023 +/- area proposed.
- There is a platted residential subdivision abutting the petition property to the south.

(E) Responsible development and growth.

Findings:

- See Findings for (A) through (D).
- The Independent Consultant report required by the Monroe County Zoning Ordinance has not been submitted.

EXHIBIT 1: Petitioner Site Plan

described as follows, to-wit:
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 ice running West Seven
 ur (84) degrees Thirty-nine (39)
 ight and ninety hundredths

, and being also part of real
 diana, more particularly

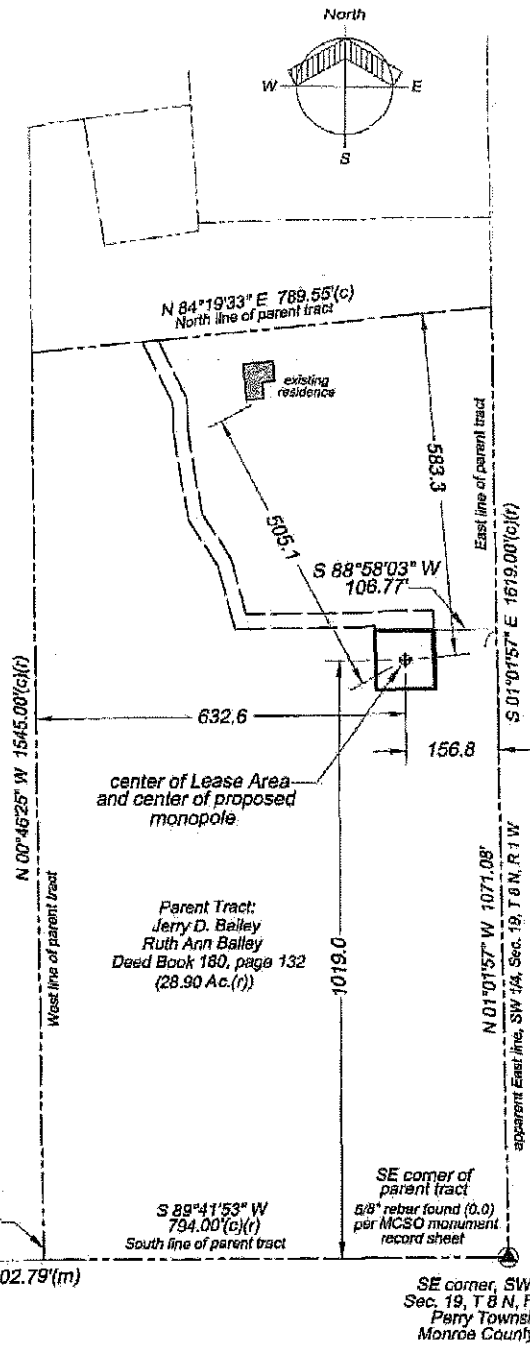
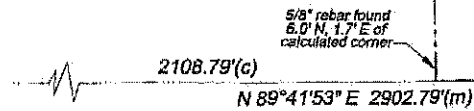
id parent tract; thence North 01
 said parent tract, a distance
 ee 01 minute 57 seconds East
 th 01 degree 01 minute 57
 square feet, or 0.23 acre,

and being also part of real
 diana, more particularly

id parent tract; thence North 01
 said parent tract, a distance
 ith 88 degrees 58 minutes 03
 ds West 236.50 feet; thence
 rth 09 degrees 36 minutes 45
 onds West 116.60 feet to the
 outh 26 degrees 57 minutes
 seconds East 144.26 feet;
 ce North 88 degrees 58
 21,741.20 square feet, or

Jurisdiction of the Monroe

Parent Tract Orientation Detail
 (no scale)



PROJECT NO. 20130194	
DATE: 10/04/2013	
SCALE:	
DRAWN TMJ	CHECKED TCG
jbTOWERS	
GOULOFF - JORDAN SURVEYING AND DESIGN, INC. 1133 BROADWAY, FORTYWAYNE, IN 44802 PH: (216) 764-3362 FAX: (216) 764-4913	
TOWER SITE SURVEY Site Name: BLOOMINGTON (LOCATED IN THE SOUTHWEST QUARTER OF SECTION 19, TOWNSHIP 8 NORTH, RANGE 1 WEST, PERRY TOWNSHIP, MONROE COUNTY, INDIANA)	
REVISIONS REV. NO. DATE DESCRIPTION	
DRAWING NO. 20130194	
SHEET 3 of 4	

EXHIBIT 2: Petitioner Letter



JB TOWERS, LLC
2602 Cass Street
Post Office Box 8096
Fort Wayne, IN 46888

260-482-5454
800-TOWERS
800-463-3777
fax 260-483-5698
lowersj@of.com

September 30, 2013

Jacqueline Scanlan, Senior Planner
Monroe County
Board of Zoning Appeals
501 N. Monroe Street
Bloomington, IN 47404

RE: Proposed Cellular Tower to be located at 4695 S. East Lane Bloomington, IN 47403

Dear Board of Zoning Appeals Members,

With this letter and associated documents JB Towers, LLC is requesting approval to locate a cellular tower on property at 4695 S. East Lane in Bloomington. We are requesting relief from the Performance Standards along the East property line of the parcel by our proposed tower. The Performance Standard calls for a 500' setback from residentially zoned property, and the property line to the East of our tower is 156.8'. This land to the East is currently zoned AG/RR and the parcel has recently been purchased by the State of Indiana as part of new I-69 interchange buffer zone. All residential housing on this adjacent parcel has been demolished since the purchase and the land is now vacant. Therefore the reduced setback will be in keeping with Chapter 834 guidelines to protect the public health, safety and general welfare of the community. The tower location will meet all other setbacks.

JB Towers, LLC is proposing to build a 190' monopole Communications Tower. We build towers to accommodate multiple cellular/ PCS carriers as well as wireless internet providers, city and state governments and possible 2-way radio providers. This tower will be constructed to hold 5 cellular carriers and 3 tenants from other applications. At the base of the tower will be a fenced compound in which tenants can place their equipment shelters.

Upon approval to build the tower JB Towers will apply for the Tower Compound and Access and Utility Easement, as shown in the attached survey, to be designated a WCF Overlay District.

If you have any questions or concerns please feel free to contact me.

We appreciate your consideration and look forward to working in Monroe County.

Sincerely,


JB Towers, LLC
Jennifer Jones, Member

EXHIBIT 3. Petitioner Application (1 of 2)

PLEASE FIND THE APPLICATION FORM ON THE FOLLOWING TWO (2) PAGES

WCF Application Form

For each application, the property owner(s), WCF owner(s) and wireless communications service provider(s) shall be considered co-applicants and shall be jointly and severally subject to the provisions of Chapter 834. Please complete all sections of the form. Signatures must be original, in ink. A separate form is required for each WCF.

1) Contact Person (Applicant):

Name: JB Towers, LLC / Jennifer Jones

Address: 2602 Cass Street, P.O. Box 8096 Fort Wayne, IN 46898

2) Name(s), addresses and phone number(s) for:

Property Owner: Jerry and Ruth Ann Bailey

4695 S. East Lane Bloomington, IN 47403

Telephone: ~~812-824-7322~~ 346-1551

Signature(s) Jerry D. Bailey Ruth Bailey

Service Provider: Interest from multiple carriers, ie: T-Mobile, AT&T, Verizon

Telephone: _____

Signature(s) See Attached Letter

WCF Owner: JB Towers, LLC

2602 Cass Street Fort Wayne, IN 46808

Telephone: 260-482-5454

Signature(s) Jennifer Jones, Member

EXHIBIT 3: Petitioner Application (2 of 2)

3) Request :

Co-location Attached WCF Conditional Use Rezone

4) Service to be provided (i.e. analog cellular, PCS, etc): The tower will be available for use from cellular, PCS, City/County/Federal Governments, 2-way radio companies, wireless internet, and any other service that needs tower space.

5) Location of proposed WCF site:

Property Address: 4695 S. East Lane Bloomington, IN 47403

Acreage, Township & Section: 28.9 acres, Perry Township, PT E SW 19-8-1W

(OVER for further information)

6) Support Structure:

If existing: Height of Support Structure _____

Number of Existing Antenna Arrays _____

Type (lattice, monopole, etc.) _____

Height of proposed Antenna Array _____

If proposed: Height of Support Structure 190'

Number of possible Antenna Arrays 5 cellular/PCS and 3 spaces for any of the other above listed uses

Height of proposed Antenna Array 185', 175', 165', 155', 145', 135', 125', 115'

7) Information on proposed Antenna Array:

Antenna Type (panel, whip, etc.) panel and/or whip and/or dish

Number (quantity) of Antennas Varies per company, Typical Cellular or PCS is 6-12 panel arrays

Output Frequency Typically 800-2100 MHz

Maximum Power Output per Channel varies per tenant

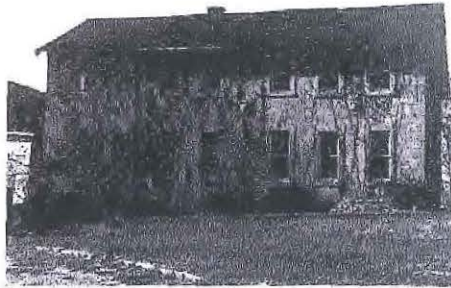
Total Number of Channels varies per tenant

Maximum Power Output (Total) varies per tenant

EXHIBIT 4: Copy of 1989 Interim Report Listing for Petition Property



Stipp-Bender House (35055) This frame I-house was built by George Stipp in 1878 for a cost of \$2000. Originally the entire quarter-section of property was surrounded by stone walls.



Indian Hill Stone Company (35061) The limestone office building of the Indian Hill Stone Company testifies to the pride and optimism held by stone companies in the 1920s. This company, founded in 1875, was still in business in 1968, but has since closed. An Indian burial ground behind the building is the source of the company name.

- 052 C House, 4115 Rockport Road; Double-pen, c.1910; Vernacular/Construction (115)
- 053 C House, 4498 Rockport Road; Hall-and-parlor, c.1875; Vernacular/Construction (115)
- 054 C Farm, 4695 East Lane; Double-pen, c.1885; Vernacular/Construction, Agriculture (115)
- 055 O Stipp-Bender House, 3360 South Victor Pike; I-house/Creek Revival, 1878; Vernacular/Construction, Architecture (115)
- 056 N House, 5640 South Victor Pike; Bungalow, c.1927; Architecture (115)
- 057 O House, 5721 Victor Pike; Gothic Revival, c.1870; Architecture (115)
- 058 C House, 5831 South Victor Pike; Bungalow, c.1925; Architecture (115)
- 059 C Farm, 5898 South Victor Pike; Carpenter-builder, c.1890; Vernacular/Construction, Agriculture (115)

- 060 N Stone Wall, Tramway and Victor Pike; c.1875; Vernacular/Construction, Landscape architecture (115)
- 061 N Indian Hill Stone Company, Victor Pike; Functional, c.1925; Industry (115)
- 062 C Farm, 2490 West Fluck Mill Road; Gabled-ell, c.1890; Vernacular/Construction, Agriculture (115)
- 063 C House, 1097 West Dillman Road; Gabled-ell, c.1900; Vernacular/Construction (115)
- 064 N Bridge No. 83, Dillman Road and Clear Creek; Warren Pony Truss, c.1910; Engineering, Transportation (115)
- 065 N House, 6393 SOUTH StateRoa 37 Bungalow, c.1925; Architecture (115)
- 066 N Jameson House, 6399 South State Road 37; Bungalow, c.1925; Architecture (115)

EXHIBIT 5: Letter from Cellular Service provider



April 17, 2013

JB Towers, LLC
Attn: Jenny Jones
Ft. Wayne, IN

Re: Future Bloomington site

Ms. Jones,

Thank you for providing T-Mobile with the information regarding JB Tower's potential future wireless facility located at 4695 S. East Lane, Bloomington, IN.

We have evaluated the above location with our existing wireless design in the Bloomington area, as well as, other locations and have determined that the proposed JB Towers site will improve the coverage, capacity and quality enhancements for T-Mobile users in the Bloomington area. From our analysis, this proposed site will provide an improvement in coverage for T-Mobile users in this area, improving in-vehicle and in-building coverage while also reducing drops calls.

T-Mobile is very interested in co-locating at this location should JB Towers receive approval to build the facility. Upon receiving final approval from JB Towers, T-Mobile will consider moving forward with obtaining all necessary approvals and paper work to co-locate at this facility.

Please feel free to contact me if you need anything else or have any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Harlan Kauffman', is positioned above the typed name.

Harlan Kauffman
RF Engineering Manager - Indiana/Cincinnati
T-Mobile USA
317-347-7065
Harlan.Kauffman@t-mobile.com

Independent Consultant Report

Mike Peters, President of Peters Broadcast Engineering review and opinion of JB Towers, LLC Rezone Application for Wireless Overlay District for the purpose of building a 190' communications tower at 4695 S. East Lane, Bloomington, IN.



Prepared for: Monroe County Plan Commission
501 North Morton Street
Bloomington, IN 47040

January 15, 2014

Table of Contents

Section 1: Report Summary, Conclusion and Statement

Section 2: In Depth Review of Chapter 834 Zoning Ordinances: Wireless Communications Facilities

This section states the actual ordinance and answers how JB Towers project fits into the ordinance. The section will be answered in one of the following manners....

1. *Does Not Apply* this means that the specific section of the ordinance is meant for the project outlined in JB Towers Rezone Application. For example the ordinance section is discussing placing antennas on existing tower of buildings.
2. *JB Tower is Complying*
3. *JB Towers Does Comply*
4. *JB Towers Will Comply*, these are items that can only happen after zoning is approved and the communications tower is being built.

Section 3: Exhibits

Section 1:

SUMMARY :

This summary is condensing the information, rules, and procedures of the Monroe County Zoning ordinance Chapter 834 to a summation of the information that is applicable to the JB Towers Application of Rezoning to a Wireless Overlay District. A complete study of the whole ordinance is in Section 2.

834-2 (E) Conditions of Approval Table 34-1

- (1) All requirements will be satisfied. JB Towers is following this application with a variance request to the BZA for a reduction in setbacks on the East property line. This side of the parcel State owned land that is part of the I-69 interchange.
- (2-4) all requirements satisfied
- (5) JB Towers has filed. The FAA did require JB Towers register their tower because "the proposed structures proximity to a navigational facility may impact the assurance of navigation signal reception." This type of notice is typically more for notification purposes and not because the tower is in a flight path.

834-3 General Requirements

- (A)(1-2) All requirements satisfied
- (3) (a-c) JB Towers is a company that develops and owns towers. This will be their first tower in Monroe County. So instead of providing a list of their inventory JB Towers has provided the attached list of towers with in a six mile radius of the proposed new tower by owned JB Towers. This list also provides the owner and the number of existing antenna arrays. The four closest towers are to the North- AT&T owned tower approximately 2.08 miles away, South- American Tower owned tower approximately 2.52 miles away, East- American Tower owned tower approximately 2.01 miles away, West- Verizon owned tower approximately 2.21 away.
- (d-e) requirements satisfied
- (4-10) Requirements satisfied

834-4 Provisions for Hiring Independent Consultant

- (A-E) All requirements satisfied

834-5 Co-location Review

- (A-C) All requirements satisfied

834-6 Performance Standards

- (A-B) All requirements will be satisfied when tower is built
- (C) (1 a-b) JB Towers is asking for the landscaping requirements to be somewhat waived. The proposed tower location is in a pasture. They will build a wood fence around the base of the tower to aid the view.
- (2- 4) All requirements will be satisfied when the tower is built
- (D-J) All requirements will be satisfied when tower is built

834-8 WCF Overlay

- All requirements will be satisfied

834-9 WCF Overlay Amendment

All requirements will be satisfied

834-10

All requirements will be satisfied

CONCLUSION:

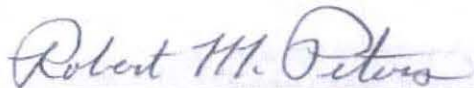
After a thorough review of the Monroe County Plan Commission, it is believed that JB Towers, LLC is or will be in compliance with all aspects of this ordinance.

The delineation study provided shows that a tower in this location will aid all wireless carriers in resolving capacity issues that are at the forefront of technical problems in today's Wireless Industry. Also, the delineation study of this area shows a loss of signal strength in this area, which would cause dropped calls, thus demonstrating a two tiered need for this tower.

There are no other facilities within one-mile radius of the proposed JB Towers site. It is important to note that JB Towers hasn't been hired by any carrier to build this tower. They will own the tower and lease space to any wireless company that wants to collocate on this proposed tower. This business plan intrinsically follows and because of the additional loading capacity on the structures JB Towers constructs, exceeds the zoning ordinance requirements for collocation while aiding Monroe County in eliminating the over intrusion of multiple towers. It is believed that this tower would be necessary to provide coverage to this area.

STATEMENT:

I, Mike Peters, am a President and Owner of Peters Broadcast Engineering. I have been a broadcast /wireless consultant with over thirty years of broadcast and wireless telecommunications related engineering experience. My qualifications are a matter of record with the FCC. This engineering statement and the attached exhibits were compiled by me, and are believed to be true and correct to the best of my knowledge. The information provided to me by JB Towers, LLC is also believe to be true and accurate to the best of my knowledge and belief.



Robert M. Peters, EE

President

Peters Broadcast Engineering Inc.

PBE Wireless, RF and Microwave Engineering

FCC P1 18-50522

Section 2:

CHAPTER 834 ZONING ORDINANCES: WIRELESS COMMUNICATIONS FACILITIES

834-1. Purpose

The purpose of this chapter is to regulate the design, construction, placement, modification, and removal of wireless communications facilities; to allow the providers of wireless communications services to provide for adequate coverage and capacity while minimizing the total number and overall impact of additional towers; to encourage co-location, the use of attached facilities, and the use of appropriate public and semi-public properties where possible; to require designs and parameters compatible with adjacent land uses; to conserve the scenic, historic, aesthetic and environmental quality of Monroe County and the tourism industry based thereon from the adverse impacts of wireless communications facilities development; promote long-range planning and cooperation between the citizens and property owners of Monroe County, the Monroe County Plan Commission and County Commissioners, and the wireless communications services providers; to protect the public health, safety and general welfare of the community; and to give due regard to the policies of Monroe County's Comprehensive Plan and the City of Bloomington's Growth Policies Plan in evaluating proposals for wireless communications facilities.

834-2. Permitted, Conditional and Exempt Uses

(A) Permitted Uses. Permitted uses include:

- (1) **Co-location:** Placement of an Antenna Array if located on:
 - (a) A legal existing or previously approved WCF;
 - (b) A previously constructed broadcast tower; or,
 - (c) An existing communications tower where the engineering specifications of the tower(s) permit and no increase in the height of the tower is required

Does Not apply (a-c)

- (2) **Attached Wireless Communications Facilities:** Placement of an Antenna Array if integrated with/within another existing structure (i.e. a building facade, church steeple, water tower) and no more than a 15 ft. increase in the height of the existing structure is required.

Does Not Apply

- (3) Replacement of a legal, existing WCF, Support Structure, or Antenna Array with a similar facility of an equal or smaller size, subject to the application procedures, general requirements and abandonment provisions of this Chapter.

Does Not Apply

- (4) **WCF Overlay District:** Placement of Antenna Arrays or construction of Wireless Communications Facilities shall be permitted within a WCF

Overlay District (designated on the Monroe County Zoning Maps). Amendments to the WCF Overlay District (map amendments) shall be subject to the procedures and requirements for rezone approval as described in Section 834-9 below.

JB Towers is complying. JB Towers, LLC has filed Rezone petition number 1310-REZ-06

(B) Conditional Uses. In addition to the requirements of this Chapter, Conditional Uses shall be subject to the requirements of Chapter 813 (Conditional Uses), Sections 813-3, and 813-5 through 813-7. Conditional Use approval shall be required for the following:

(1) Placement of a WCF in the following zoning districts: LI, HI, IP, ME, IL, IG, BP, I, and Q.

Does Not Apply

(2) Placement of a WCF in an AG/RR or FR zoning district provided that the proposed WCF would be set back from side and rear property lines a distance of at least one thousand (1000) feet.

JB Towers is complying

(C) Exemptions. The following wireless communications facilities are exempt from the provisions of this chapter: police, fire, ambulance and other emergency dispatch; amateur (HAM) radio; antennas used solely for residential household television and radio reception and satellite dishes measuring 2 meters or less in diameter.

Does Not Apply

(D) Prohibitions. WCF not expressly permitted under subsection (A), Permitted Uses, or subsection (B), Conditional Uses, are not exempted under subsection (C), Exemptions, are prohibited.

JB Towers, LLC has filed Rezone petition number 1310-REZ-06

(E) Conditions of Approval. The following conditions apply to all permitted and conditional uses.

(1) All Wireless Communications Facilities and Support Structures shall be designed for, and constructed in accordance with, provisions for co-location (defined by Section 834-5, Table 34-1).

JB Towers, LLC will meet or exceed all building standards listed in Table 34-1, shown in Exhibit A, with the single exception on the 500' setback adjoining the land now owned by the State of Indiana along which the new I-69 interchange is being built. Upon approval of the Rezone Petition JB Towers will submit an application to the BZA for a variance in this one setback.

JB Towers, LLC is building a monopole similar to the design shown in Exhibit B. It will be built to hold (five) 5 cellular/PCS tenants and have (three) 3 spaces available for wireless internet or 2-way radio tenants. Shown on Exhibit C

JB Towers does have a letter of interest from T-Mobile, shown on Exhibit D

(2) Applicants and/or petitioners agree to make a good faith effort on terms consistent with any applicable national agreement or on terms common to the

region, to accommodate requests for co-location that originate from a provider, from the WCF owner, or from the Planning Department.

It is JB Towers, LLC business to lease space to any interested party. JB Towers will welcome all requests originating from a cellular/PCS provider WCF owner or from the Planning department.

(3) Property owners and/or agents shall accept and accommodate the provisions for co-location prescribed by this ordinance, and shall agree to the renting or leasing of space on a Support Structure or WCF, for collocation, at fair market prices and terms without discrimination.

JB Towers, LLC will comply. It is JB Towers, LLC business to lease space to any interested party.

(4) Upon completion of the Support Structure or WCF, owners and / or operators of the Support Structure or WCF agree to make a good faith effort to accommodate co-location (placement of additional Antenna Arrays) in a timely manner, including those WCF or Antenna Arrays proposed by other service providers.

JB Towers, LLC complies. It is JB Towers, LLC business to lease space to any interested party.

(5) No approval for a WCF or Support Structure shall become valid until authorization (written approval) or a written statement of no objection from all relevant federal, state or local agencies with regulatory authority has been submitted to the Planning Department.

JB Towers complies. JB Towers, LLC does meet or exceed regulations required by the FAA and the FCC. The requirements for filing with the Federal Aviation Administration for proposed structures vary based on a number of factors: height, proximity to an airport, location, and frequencies emitted from the structure, etc. The FAA Notice Criteria Tool was used to determine if a filing needed to be made, shown as Exhibit E. The FAA requested that JB Towers file. JB Towers did file as shown on Exhibit F. The height of the structure is under 200' therefore does not require lighting or notice to the FCC.

834-3. General Requirements

The following requirements apply to all WCF that are erected or placed within the County jurisdictional area after the effective date of this chapter:

(A) For each application, the property owner(s), WCF owner(s), and wireless communications service provider(s) shall be considered co-applicants and shall be jointly and severally subject to the provisions of this ordinance.

JB Towers does comply. See Attached WCF Application form shown as Exhibit C.

(B) Each permit application for placement of a WCF, WCF Support Structure or Antenna Array shall be accompanied by the following:

(1) **Application Form:** A completed application form, with original signatures from all applicants including the property owner(s), WCF owner(s), and wireless communications service provider(s).

JB Towers does comply. See Attached WCF Application form shown as Exhibit C.

(2) Statement: A written statement with illustrations that describes the proposed wireless communications facility (type of construction, tower height, provisions for co-location).

JB Towers does comply. See attached written statement from JB Towers to Jacqueline Scanlan shown as Exhibit G. and attached survey shown as Exhibit H.

(3) Inventory: Inventory of the provider's existing Wireless Communications Facilities and/or Antenna Arrays within Monroe County and within three (3) miles of the boundaries of the County planning jurisdiction, along with a plan describing any potential future facility locations. The inventory and master plan shall include:

(a) Locations of all existing and proposed facilities (by property address, latitude/longitude coordinates, and township, range, section, ¼ section).

Does Not Apply, this is the only structure JB Towers has in Monroe County. JB Towers is providing a list of existing structures known to them through data base searches, shown as Exhibit I.

(b) Height and type of each existing and proposed facility (including antenna types, output frequency, number of channels, power output and maximum power output per channel).

Does Not Apply, This is the only structure JB Towers has in Monroe County. JB Towers does not have any current plans to build another structure in Monroe County. JB Towers is a tower developer and owner. They do not own any licensed frequencies.

(c) For each existing and proposed facility, information on the practical capacity for accommodating additional co-located antenna arrays.

Does Not Apply, This is the only structure JB Towers has in Monroe County. JB Towers does not have any current plans to build another structure in Monroe County.

(d) Delineation of existing and anticipated coverage patterns in Monroe County with brightly colored radial plots showing clear demarcations between signal strengths: for each existing and proposed facility, signal propagation and radio frequency studies and plots shall be prepared, clearly identified, and signed by a qualified radio frequency engineer (power density calculations shall be in accordance with "worst case" formulas, assuming operation at maximum power and maximum capacity).

JB Towers does comply. See attached maps shown as Exhibit J.

(e) For each existing or proposed facility, type(s) of services to be provided (i.e. paging, PCS, etc.)

JB Towers does comply. See attached WCF Application form Exhibit C. This is the only structure JB Towers has in Monroe County.

(4) Site Plan. A drawing to scale, with the following information:

- (a) Property lines, with distances and bearings illustrated;
- (b) Existing site improvements, including buildings & structures;
- (c) existing/proposed roadways and easements on the property;
- (d) Proposed wireless communications facilities; and
- (e) Proposed landscaping, including existing vegetation where applicable.

JB Towers does comply. See attached survey Exhibit H.

(5) Visual Impact Analysis. A visual impact analysis that includes:

- (a) Current photographs of significant man-made or natural features adjacent to the proposed WCF or Support Structure, indicating those features that will provide buffering for adjacent properties and rights-of-way.

JB Towers does comply. See pictures shown as Exhibit K.

- (b) A photographic presentation that depicts current site conditions with a super-imposed image of the proposed facilities to demonstrate the anticipated views of the proposed site and facilities upon completion of all improvements. Four views shall be illustrated, at a minimum, from points directly to the north, south, east, and west of the proposed facility at distances no less than one-half (½) mile and no greater than one (1) mile.

JB Towers does comply. See pictures shown as Exhibit L.

(6) Maintenance and Facility Removal Agreement. For each WCF or support structure, a maintenance and facility removal agreement signed by the applicants and/or petitioners. This agreement shall bind the applicants and all successors in interest to properly maintain the exterior appearance of all facilities and, ultimately, remove all facilities upon abandonment in compliance with the provisions of this chapter and any conditions of approval. This agreement shall bind the applicants to pay all costs for monitoring compliance with, and enforcement of, the agreement and to reimburse Monroe County for any and all costs incurred to perform any work required by this agreement that the applicants fail to perform. This agreement shall be signed by the applicants and by the Administrator of the Planning Department and recorded in the office of the Monroe County Recorder.

JB Towers will comply. See letter for Maintenance and Facility Removal, shown as Exhibit M.

(7) Indemnification. Monroe County shall not enter into any lease agreement or authorize the placement of any WCF or Support Structure unless Monroe County obtains an adequate indemnification from the applicants (owners/operators) and / or wireless communications service providers. This indemnification must:

- (a) Release Monroe County from all liability arising out of the construction, operation, removal or repair of a wireless communications facility and/or antenna array. Parties to a wireless communications agreement agree to not sue or seek any monies or damages from Monroe County in connection with the above.

- (b) Indemnify and hold harmless Monroe County, its elected and appointed

officials, agents, servants and employees, from and against all claims, demands, or causes of action whatsoever, and the resulting losses, costs, expenses, attorney's fees, liabilities, damages, orders, judgments or decrees, sustained by Monroe County or any third party arising out of, or resulting from, each wireless communications facility's owner's, operator's, agent's, employee's, or servant's negligible acts, errors, or omissions.

(c) Provide that the covenants and representations relating to the Chapter 834, Page 4 Revised June 2005 indemnification provision shall survive the term of any agreement and continue in force and effect as to the responsibility of the party to indemnify.

JB Towers will comply. See attached letter Exhibit N.

(8) Proof of Insurance. At a minimum, adequate insurance covering liability, bodily injury and property damage must be obtained and maintained for the entire period the wireless communications facility is in existence. The Monroe County Plan Commission shall be named as an additional insured. A certificate of insurance verifying such insurance shall be submitted at the time of application.

JB Towers does comply. See attached proof of Insurance shown as Exhibit O.

(9) Reports. Copies of inspections or reports that are required by, and have been submitted to, the FAA and/or the FCC.

JB Towers does comply. See attached Exhibits C and D. The height of the structure is under 200' therefore does not require lighting or notice to the FCC.

(10) Fee. The fee, in accordance with the standards set by the Plan Commission.

JB Towers does comply.

(11) Proof of Escrow Account. A certificate of funds in escrow, for the benefit of Monroe County, in the amount of five thousand dollars (\$5,000) per support structure and one thousand dollars (\$1,000) per antenna array (the amount applicable to support structures shall not apply to Attached WCF). The escrow account shall be established with a bank located within sixty (60) miles of Bloomington, Indiana. The Administrator or the Plan Commission shall have the authority to draw funds from the account as needed to ensure compliance with the maintenance, indemnification, insurance and abandonment provisions of this Chapter. The account may be released or closed upon the discontinuation of the subject WCF and upon demonstration of compliance with all requirements of this Chapter.

JB Towers will comply. See Attached Proof of Escrow Letter shown as Exhibit P.

(C) The requirements of 834-3 (B) (6), (7), (8) and (11) are continuing requirements and are binding on the Applicants, their successors and assigns. In the event of a draw of funds, the Applicants shall be required to restore the escrow account to its original amount. The Applicants, their successors and assigns shall be required to submit documented proof of compliance with the foregoing requirements:

- (1) annually;
- (2) When ownership of the facility changes;

Section 3:

Exhibit A: Table 34-1

Exhibit B: Tower Profile

Exhibit C: WCF Application

Exhibit D: Carrier Letter

Exhibit E: FAA Glide Slope

Exhibit F: FAA Application

Exhibit G: JB Towers Statement

Exhibit H: Survey

Exhibit I: Tower List

Exhibit J: Delineation

Exhibit K: Visual Impact

Exhibit L: Visual Impact with Tower

Exhibit M: Abandonment of Tower

Exhibit N: Indemnification

Exhibit O: Proof of Insurance

Exhibit P: Proof of Funds

Exhibit Q: Towers in Radius Map

Exhibit R: Aerial View

Exhibit A

Table 34-1	
Performance Standard	All WCF, Support Structures
Type of Construction (WCF or Support Structure)	Monopole
Provisions for Additional Collocated Antenna Arrays	2 (minimum)
Maximum Permitted Height ¹	199 feet
Front Yard Setback (minimum)	200 ft.
Side Yard Setback (minimum)	
adjoining non-residential zone	200 ft.
adjoining residential ² zone	500 ft.
conditional uses in AG/RR and FR zoning districts	1000 ft.
Rear Yard Setback (minimum)	
adjoining non-residential zone	200 ft.
adjoining residential ² zone	500 ft.
conditional uses in AG/RR and FR zoning districts	1000 ft.

¹ No WCF, Support Structure, or Antenna Array shall be permitted at a height that would require illumination.

² For the purposes of this requirement, residential zones include the following: FR, AG/RR, CR, ER, SR, LR, MR, HR, UR, RE2.5, RE1, RS2, RS3.5, RS4.5, RT7, RMT, RM15.

PLEASE FIND THE APPLICATION FORM ON THE FOLLOWING TWO (2) PAGES

WCF Application Form

For each application, the property owner(s), WCF owner(s) and wireless communications service provider(s) shall be considered co-applicants and shall be jointly and severally subject to the provisions of Chapter 834. Please complete all sections of the form. Signatures must be original, in ink. A separate form is required for each WCF.

1) Contact Person (Applicant):

Name: JB Towers, LLC / Jennifer Jones

Address: 2602 Cass Street, P.O. Box 8096 Fort Wayne, IN 46898

2) Name(s), addresses and phone number(s) for:

Property Owner: Jerry and Ruth Ann Bailey

4695 S. East Lane Bloomington, IN 47403

Telephone: 812-824-7322

Signature(s)

On file with County

Service Provider: Interest from multiple carriers, ie: T-Mobile, AT&T, Verizon

Telephone:

Signature(s)

See Attached Letter

WCF Owner:

JB Towers, LLC

2602 Cass Street Fort Wayne, IN 46808

Telephone:

260-482-5454

Signature(s)

Jack Beck

Exhibit C

3) Request :

Co-location Attached WCF Conditional Use Rezone

4) Service to be provided (i.e. analog cellular, PCS, etc): The tower will be available for use from cellular, PCS, City/County/Federal Governments, 2-way radio companies, wireless internet, and any other service that needs tower space.

5) Location of proposed WCF site:

Property Address: 4695 S. East Lane Bloomington, IN 47403

Acreage, Township & Section: 28.9 acres, Perry Township, PT E SW 19-8-1W

(OVER for further information)

6) Support Structure:

If existing: Height of Support Structure _____

Number of Existing Antenna Arrays _____

Type (lattice, mono pole, etc.) _____

Height of proposed Antenna Array _____

If proposed: Height of Support Structure 190'

Number of possible Antenna Arrays 5 cellular/PCS and 3 spaces for any of the other above listed uses

Height of proposed Antenna Array 185', 175', 165', 155', 145', 135', 125', 115'

7) Information on proposed Antenna Array:

Antenna Type (panel, whip, etc.) panel and/or whip and/or dish

Number (quantity) of Antennas Varies per company, Typical Cellular or PCS is 6-12 panel arrays

Output Frequency Typically 800-2100 MHz

Maximum Power Output per Channel varies per tenant

Total Number of Channels varies per tenant

Maximum Power Output (Total) varies per tenant



April 17, 2013

JB Towers, LLC
Attn: Jenny Jones
Ft. Wayne, IN

Re: Future Bloomington site

Ms. Jones,

Thank you for providing T-Mobile with the information regarding JB Tower's potential future wireless facility located at 4695 S. East Lane, Bloomington, IN.

We have evaluated the above location with our existing wireless design in the Bloomington area, as well as, other locations and have determined that the proposed JB Towers site will improve the coverage, capacity and quality enhancements for T-Mobile users in the Bloomington area. From our analysis, this proposed site will provide an improvement in coverage for T-Mobile users in this area, improving in-vehicle and in-building coverage while also reducing drops calls.

T-Mobile is very interested in co-locating at this location should JB Towers receive approval to build the facility. Upon receiving final approval from JB Towers, T-Mobile will consider moving forward with obtaining all necessary approvals and paper work to co-locate at this facility.

Please feel free to contact me if you need anything else or have any further questions.

Sincerely,

A handwritten signature in black ink, appearing to read 'Harlan Kauffman'.

Harlan Kauffman
RF Engineering Manager – Indiana/Cincinnati
T-Mobile USA
317-347-7065
Harlan.Kauffman@t-mobile.com

Exhibit E

Notice Criteria Tool

<https://oeaaa.faa.gov/oeaaa/external/gisTools/gisAction.jsp>



Federal Aviation
Administration

- OE/AAA

Notice Criteria Tool

The requirements for filing with the Federal Aviation Administration for proposed structures vary based on a number of factors: height, proximity to an airport, location, and frequencies emitted from the structure, etc. For more details, please reference CFR Title 14 Part 77.9.

You must file with the FAA at least 45 days prior to construction if:

- your structure will exceed 200ft above ground level
- your structure will be in proximity to an airport and will exceed the slope ratio
- your structure involves construction of a traverseway (i.e. highway, railroad, waterway etc...) and once adjusted upward with the appropriate vertical distance would exceed a standard of 77.9(a) or (b)
- your structure will emit frequencies, and does not meet the conditions of the FAA Co-location Policy
- your structure will be in an instrument approach area and might exceed part 77 Subpart D
- your proposed structure will be in proximity to a navigation facility and may impact the assurance of navigation signal reception
- your structure will be on an airport or heliport
- filing has been requested by the FAA.

If you require additional information regarding the filing requirements for your structure, please identify and contact the appropriate FAA representative using the Air Traffic Areas of Responsibility map for Off Airport construction, or contact the FAA Airports Region / District Office for On Airport construction.

The tool below will assist in applying Part 77 Notice Criteria.

Latitude:	<input type="text" value="36"/> Deg <input type="text" value="06"/> M <input type="text" value="33.29"/> S <input type="text" value="W"/>
Longitude:	<input type="text" value="86"/> Deg <input type="text" value="33"/> M <input type="text" value="49.68"/> S <input type="text" value="W"/>
Horizontal Datum:	<input type="text" value="NAD83"/>
Site Elevation (SE):	<input type="text" value="242"/> (nearest foot)
Structure Height (AGL):	<input type="text" value="180"/> (nearest foot)
Traverseway:	<input type="text" value="No Traverseway"/> <small>(Additional height is added to certain structures under 77.9(c))</small>
Is structure on airport:	<input checked="" type="radio"/> No <input type="radio"/> Yes

Results

You exceed the following Notice Criteria:

Your proposed structure is in proximity to a navigation facility and may impact the assurance of navigation signal reception. The FAA, in accordance with 77.9, requests that you file.

The FAA requests that you file.

Exhibit E

Notice Criteria Tool

<https://oc2aa.faa.gov/oc2aa/external/gisTools/gisAction.js>

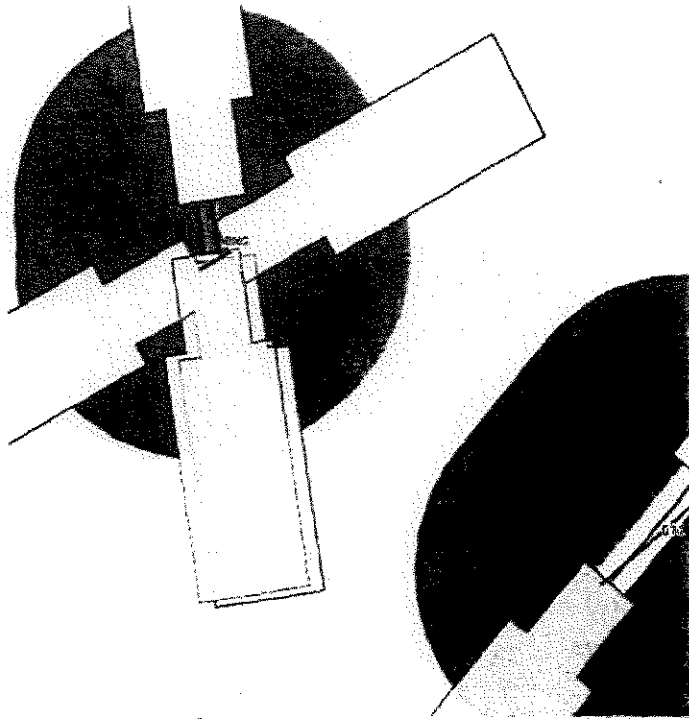


Exhibit F

Project Submission Success
Project Name: JB TO-000260425-13

<https://oeaaa.faa.gov/oeaaa/external/eFiling/locationAction.jsp>



Federal Aviation
Administration

<< OE/AAA

Project Submission Success
Project Name: JB TO-000260425-13

Project JB TO-000260425-13 has been submitted successfully to the FAA.

Your filing is assigned Aeronautical Study Number (ASN):
2613-AGL-12597-OE

Please refer to the assigned ASN on all future inquiries regarding this filing.

Please return to the system at a later date for status updates.

It is the responsibility of each e-filer to exercise due diligence to determine if coordination of the proposed construction or alteration is necessary with their state aviation department. Please use the link below to contact your state aviation department to determine their requirements:
[State Aviation Contacts](#)

To ensure e-mail notifications are delivered to your inbox please add noreply@faa.gov to your address book. Notifications sent from this address are system generated FAA e-mails and replies to this address will NOT be read or forwarded for review. Each system generated e-mail will contain specific FAA contact information in the text of the message.

Exhibit G



JB TOWERS, LLC
2602 Cass Street
Post Office Box 8096
Fort Wayne, IN 46858

260-482-8454
800-TOWERS5
800-(869-3777)
fax 260-482-5998
towersinc@aol.com

September 30, 2013

Jacqueline Scanlan, Senior Planner
Monroe County
Board of Zoning Appeals
501 N. Monroe Street
Bloomington, IN 47404

RE: Proposed Cellular Tower to be located at 4695 S. East Lane Bloomington, IN 47403

Dear Board of Zoning Appeals Members,

With this letter and associated documents JB Towers, LLC is requesting approval to locate a cellular tower on property at 4695 S. East Lane in Bloomington. We are requesting relief from the Performance Standards along the East property line of the parcel by our proposed tower. The Performance Standard calls for a 500' setback from residentially zoned property, and the property line to the East of our tower is 156.8'. This land to the East is currently zoned AG/RR and the parcel has recently been purchased by the State of Indiana as part of new I-69 interchange buffer zone. All residential housing on this adjacent parcel has been demolished since the purchase and the land is now vacant. Therefore the reduced setback will be in keeping with Chapter 834 guidelines to protect the public health, safety and general welfare of the community. The tower location will meet all other setbacks.

JB Towers, LLC is proposing to build a 190' monopole Communications Tower. We build towers to accommodate multiple cellular/ PCS carriers as well as wireless internet providers, city and state governments and possible 2-way radio providers. This tower will be constructed to hold 5 cellular carriers and 3 tenants from other applications. At the base of the tower will be a fenced compound in which tenants can place their equipment shelters.

Upon approval to build the tower JB Towers will apply for the Tower Compound and Access and Utility Easement, as shown in the attached survey, to be designated a WCF Overlay District.

If you have any questions or concerns please feel free to contact me.

We appreciate your consideration and look forward to working in Monroe County.

Sincerely,

A handwritten signature in cursive script that reads "Jennifer Jones".
JB Towers, LLC
Jennifer Jones, Member

Exhibit H

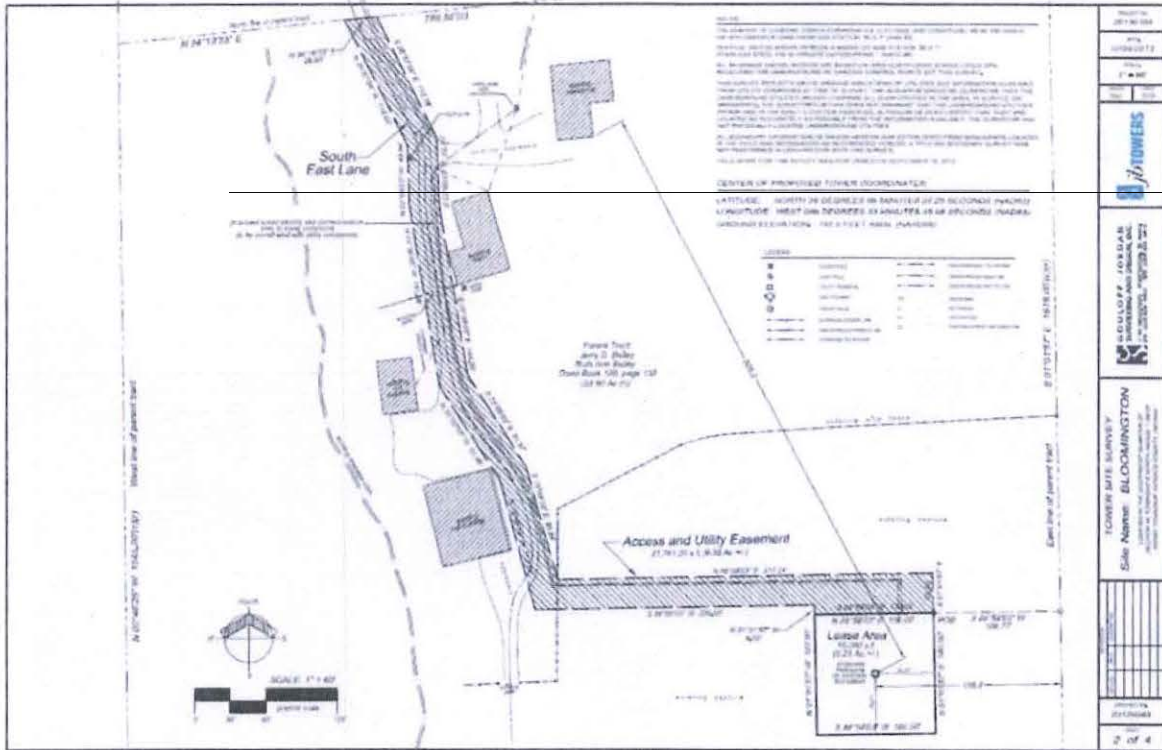


Exhibit I
Tower List Monroe County

1. Monroe County 39.141111 / -86.607222
2800 South Kirby Rd. Bloomington, IN
29', to short for any additional antennas

2. AT&T 39.140028 / -86.570722
2581 South Rex Grosman Blvd.
180' monopole, 2 tenants

3. SBA 39.153889 / -86.5788 89
1456 Liberty Rd
Bloomington, IN
120' monopole, 2 tenants

4. American Tower 39.084139 / -86.531389
650 Empire Mill Dr.
Bloomington, IN
190' monopole, 1 tenant

5. Verizon 39.107361 / -86.604583
5996 Tower Rd.
Bloomington, IN
115' monopole, no additional usage

6. AT&T 39.107611 / -86.604639
5996 Tower Rd.
Bloomington, IN
100' Lattice, 3 tenants

7. AT&T 39.077111 / -86.511194
6500 Fairfax Rd.
Smithville, IN
250' Guyed, 1 tenant

8. Crown Castle 39.072278 / -86.505806
2703 E. Smithville Rd
Smithville, IN
298' Lattice, 4 tenants

Exhibit I

9. American 39.122443 / -86.530327
3905 S Walnut St
Bloomington, IN 47401
Monopole, 2 tenants
10. Pinnacle 39.149083 / -86.539111
1606 South Rogers St.
Bloomington, IN
190' monopole, 3 tenants
11. Global 39.175556 / -86.565556
2476 Industrial Dr
Bloomington, IN
190' Lattice, 3 tenants
12. Crown Castle 39.180611 / -86.559694
1700 Packing House Rd.
Bloomington, IN
270' Lattice, 3 tenants
13. AT&T 39.174028 / -86.554500
2010 W Vernal Pike Rd.
Bloomington, IN
220' Lattice, 4 tenants
14. AT&T 39.169111 / -86.532722
301 N. Washington St.
Bloomington, IN
Roof top
15. Global 39.044139 / -86.492722
8346 South Fairfax Rd
Bloomington, IN
190' Lattice
16. JB Towers, LLC 39.109482 / -86.563589
4695 S. East Lane
Bloomington, IN
150' monopole, 3 tenants with interest

Exhibit J

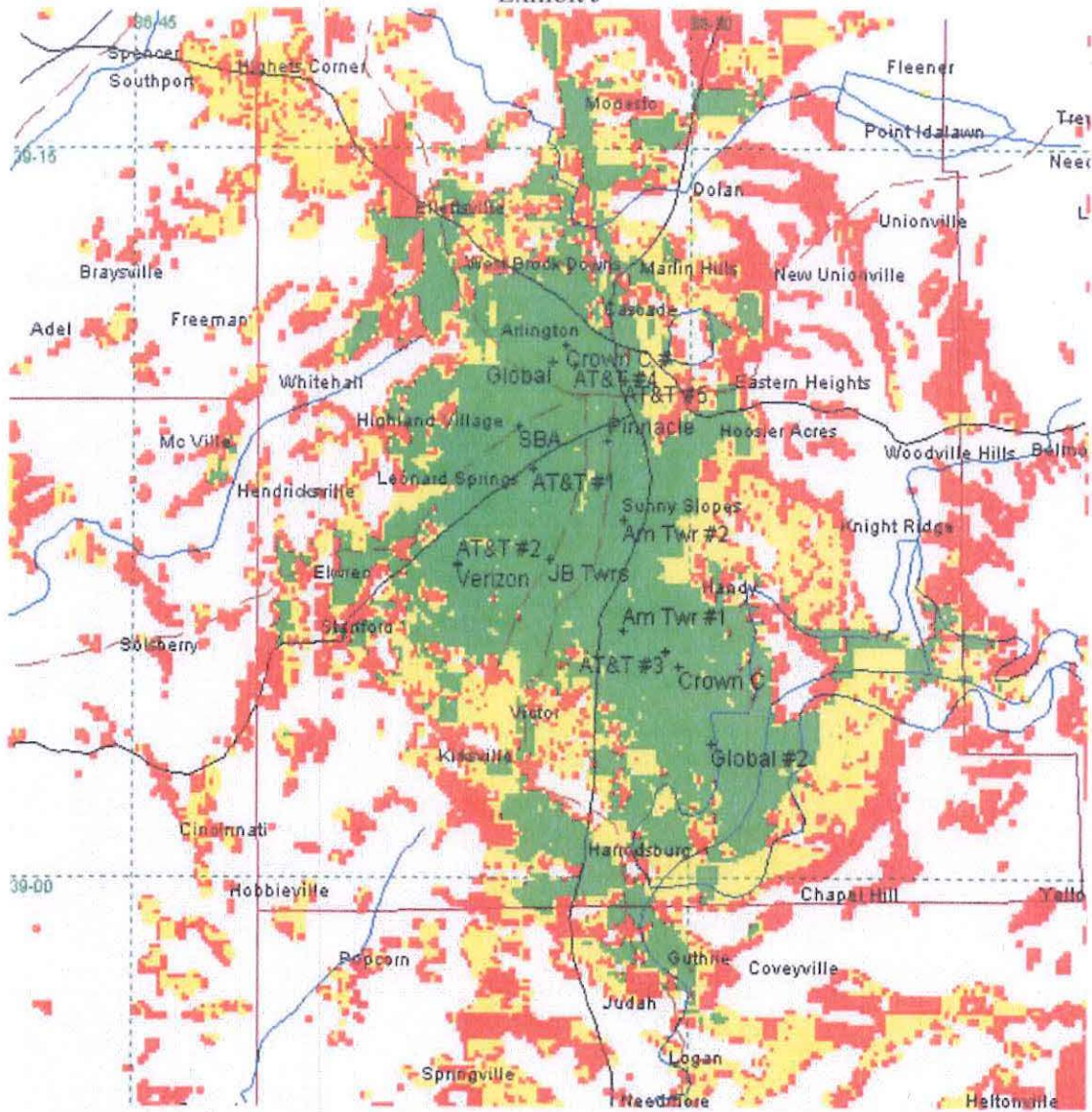


Exhibit J

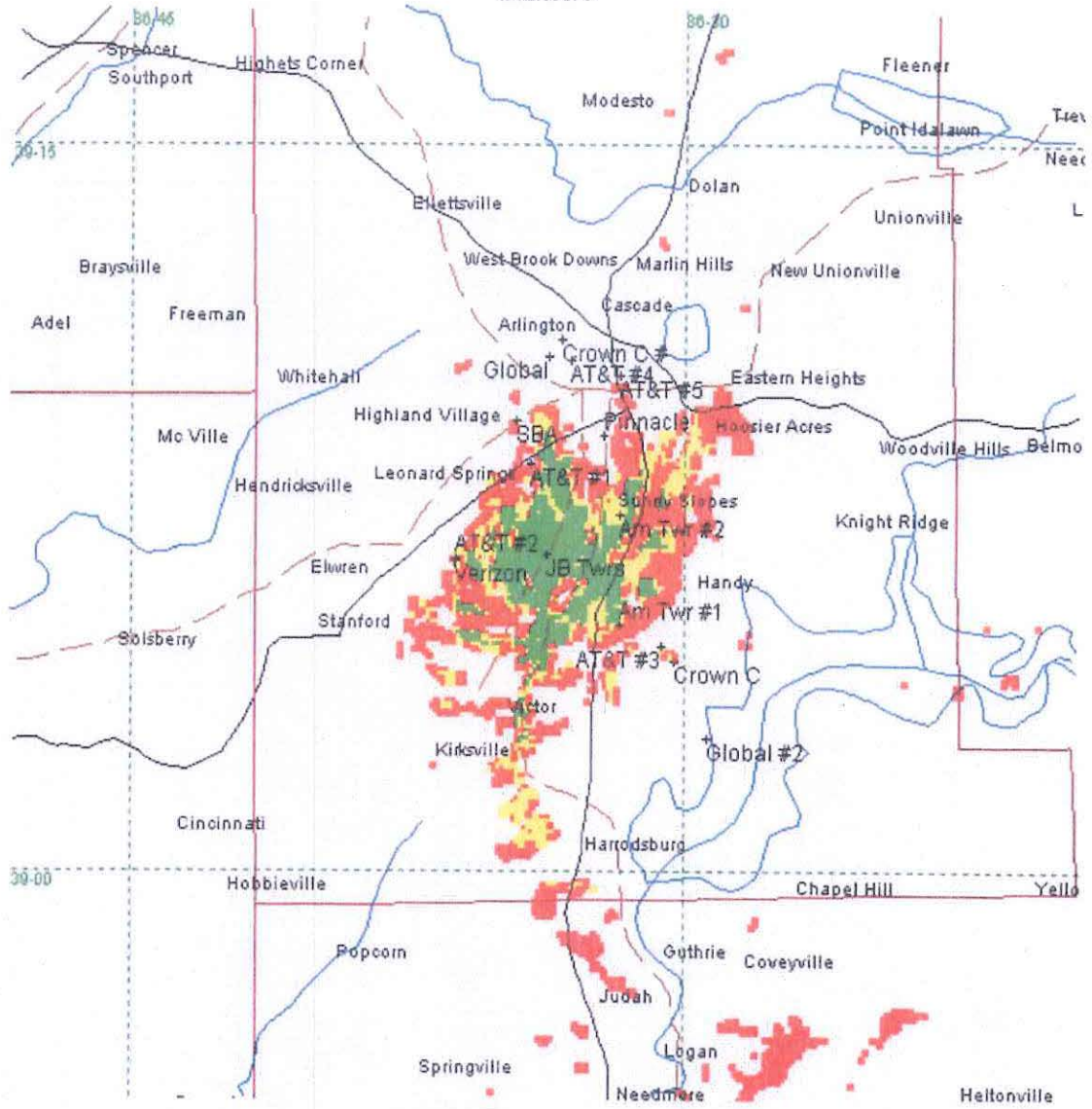


Exhibit K
Visual Impact



Looking Northeast toward the proposed site

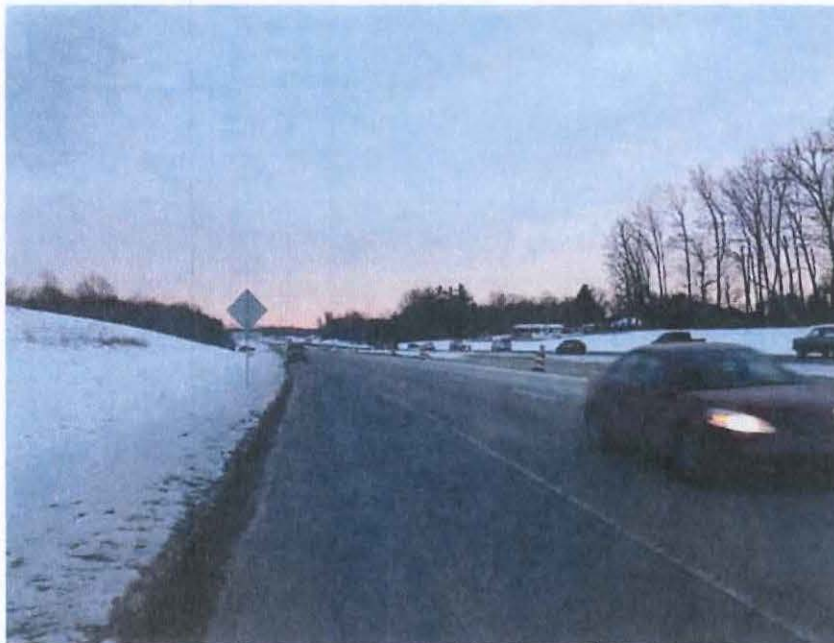


Looking Northwest toward the proposed site

Exhibit K
Visual Impact



Looking Southeast toward the proposed site



Looking Southwest toward the proposed site

Exhibit L
(Visual Impact)



Looking Northeast toward the proposed site



Looking Northwest toward the proposed site

Exhibit L
Visual Impact



Looking Southeast toward the proposed site



Looking Southwest toward the proposed site

Exhibit M



jb TOWERS, LLC
2602 Cass Street
Post Office Box 8096
Fort Wayne, In 46898

260-482-5454
fax 260-483-5998
towersite@aol.com

December 19, 2013

Jackie Scanlan, Senior Planner
Monroe County
Board of Zoning Appeals
501 N. Morton Street
Bloomington, In 47404

Dear Ms Scanlan,

In regard to Rezone Petition 1310-REZ-06, JB Towers application for a WCF in order to build a 190' monopole communications tower, JB Towers agrees to the following:

JB Towers will remove all equipment and structures within 90 days of abandonment of the tower or termination of the Land Lease and restore the property to its original condition.

Should you have any questions or concerns, please feel free to contact me.

Sincerely

A handwritten signature in black ink, appearing to read "Jack Buck".

JB Towers, LLC
Jack Buck, CEO

Exhibit N



jb TOWERS, LLC
2602 Cass Street
Post Office Box 8096
Fort Wayne, In 46898

260-482-5454
fax 260-483-5998
towersite@aol.com

December 19, 2013

Jackie Scanlan, Senior Planner
Monroe County
Board of Zoning Appeals
501 N. Morton Street
Bloomington, In 47404

Dear Ms Scanlan,

In regard to Rezone Petition 1310-REZ-06, JB Towers application for a WCF in order to build a 190' monopole communications tower, JB Towers agrees to the following:

Upon approval our JB Towers request and upon approval from the Monroe County BZA. JB Towers will provide an agreement to release and indemnify Monroe County per the requirement of Monroe County Code Chapter 834-3 (7) Indemnification.

Should you have any questions or concerns, please feel free to contact me.

Sincerely

A handwritten signature in black ink, appearing to read "Jack Buck". The signature is written in a cursive, flowing style.

JB Towers, LLC
Jack Buck, CEO

Exhibit O



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/19/2013

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 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 STAR Insurance - Fort Wayne Office 2130 East Dupont Road Fort Wayne IN 46825		CONTACT NAME: Kellie Shaw PHONE (AC No. Ext): (260) 467-5690 FAX (AC No.): (260) 467-5691 E-MAIL ADDRESS: kellie.shaw@starfinancial.com	
INSURED JB Towers LLC and Jackellen Real Estate LLC PO Box 8096 Fort Wayne IN 46898		INSURER(S) AFFORDING COVERAGE	
		INSURER A: Cincinnati Insurance Company	NAIC #: 10677
		INSURER B: CINCINNATI CASUALTY CO	28665
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	

COVERAGES CERTIFICATE NUMBER: 2013/2014 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.

INSUR LTR	TYPE OF INSURANCE	ADDITIONAL INSUR	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY		EPP/EBA0106692	11/15/2011	11/15/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (EA occurrence) \$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER					GENERAL AGGREGATE \$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COMP/OP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (EA accident) \$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE				AGGREGATE \$
	DED RETENTION \$					\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		WC210563208	11/15/2013	11/15/2014	<input checked="" type="checkbox"/> WC STATUS / OTHER LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in IN)	<input type="checkbox"/> Y/N				E.L. EACH ACCIDENT \$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. DISEASE - EA EMPLOYEE \$ 100,000
						E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER For Informational Purposes Only	CANCELLATION 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 Terry Diller/KIW <i>Terry R. Diller, CPCU</i>
--	---

Exhibit P



jb TOWERS, LLC
2602 Cass Street
Post Office Box 8096
Fort Wayne, In 46898

260-482-5454
fax 260-483-5998
towersite@aol.com

December 19, 2013

Jackie Scanlan, Senior Planner
Monroe County
Board of Zoning Appeals
501 N. Morton Street
Bloomington, In 47404

Dear Ms Scanlan,

In regard to Rezone Petition 1310-REZ-06, JB Towers application for a WCF in order to build a 190' monopole communications tower, JB Towers agrees to the following:

Upon approval our JB Towers request and upon approval from the Monroe County BZA. JB Towers will provide Proof of Funds in an escrow account. The amount of funds in the escrow account will be 5,000.00 per structure. The escrow account will be established at a bank within 60 miles of Bloomington, IN. The escrow account shall provide the Plan Commission with authority to draw funds as needed to ensure compliance with the maintenance, indemnification, insurance and abandonment provisions of the Monroe County Zoning Ordinance, Chapter 834.

Should you have any questions or concerns, please feel free to contact me.

Sincerely

A handwritten signature in black ink, appearing to read 'Jack Buck', is written over the typed name.

JB Towers, LLC
Jack Buck, CEO

Exhibit Q

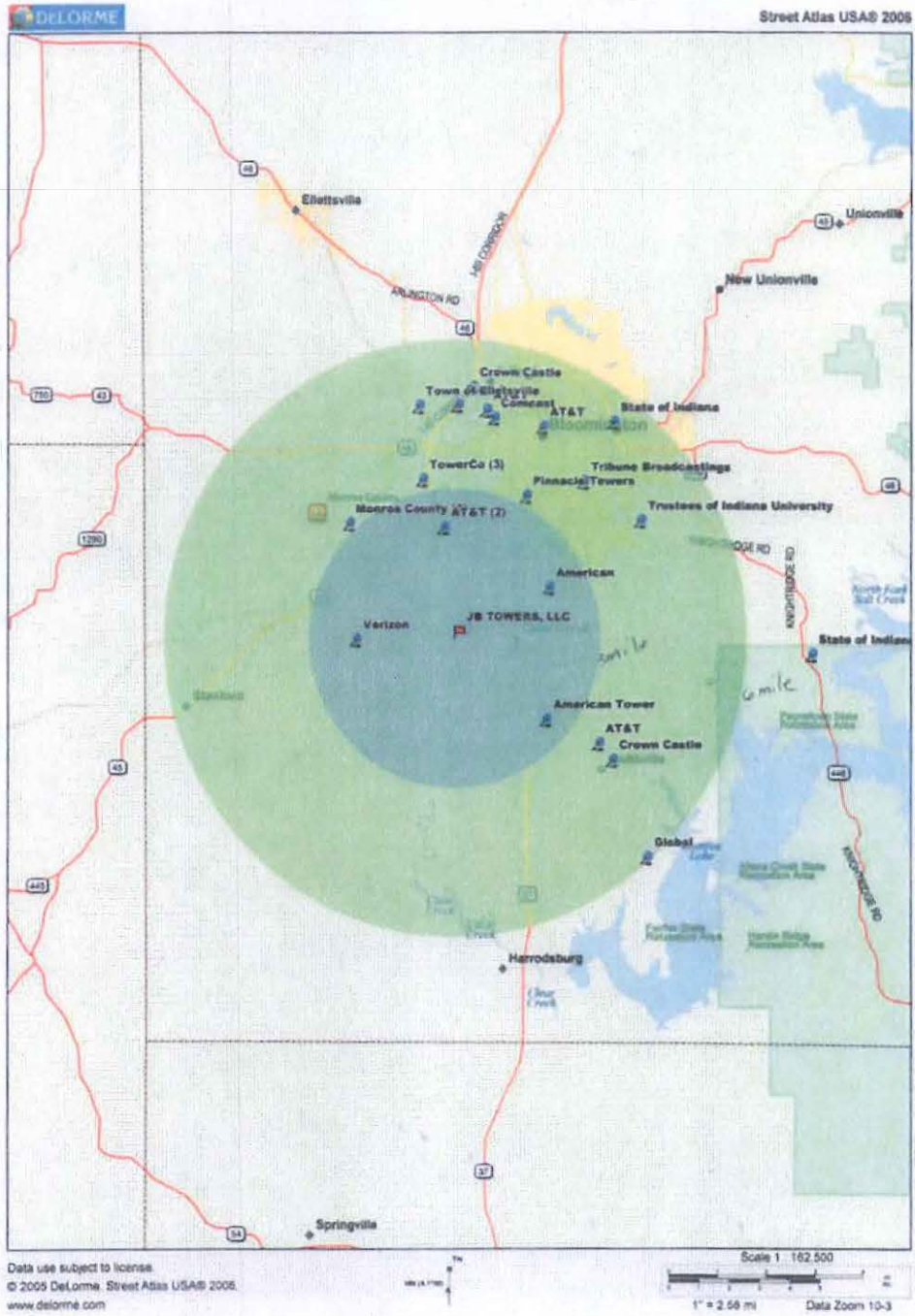


Exhibit R



DRAFT

MONROE COUNTY PLAN COMMISSION

Regular Meeting Minutes

January 21, 2014

6:00 P.M.

CALL TO ORDER

ROLL CALL

INTRODUCTION OF EVIDENCE

APPROVAL OF AGENDA

APPROVAL OF MINUTES

December 17, 2013

CALL TO ORDER: Meeting called to order at 6 p.m. by Richard Martin, President

ROLL CALL: Kevin Enright, Ron Foster, John Irvine, Lee Jones, Richard Martin, Julie Thomas, Scott Wells, Ron Foster

ABSENT: Amy Thompson

STAFF PRESENT: Larry Wilson, Planning Director, Tammy Behrman, Planner/GIS Specialist, Jacqueline Scanlan, Senior Planner

OTHERS PRESENT: Bill Williams, Highway Engineer

INTRODUCTION OF EVIDENCE:

Larry Wilson requested the following items of evidence be entered into the record:

The Monroe County Zoning Ordinance (as adopted and amended)

The Monroe County Comprehensive Plan (as adopted and amended)

The Monroe County Subdivision Control Ordinance (as adopted and amended)

The Monroe County Plan Commission Rules of Procedure (as adopted and amended)

Cases on for the agenda for hearing tonight

The motion to adopt the evidence was unanimously approved with a voice vote.

APPROVAL OF AGENDA:

The motion to approve the agenda as presented carried unanimously with a voice vote.

APPROVAL OF MINUTES:

December 17th minutes were not approved due to still being under review in the planning office.

January 21, 2014 pc regular meeting
minutes

DRAFT

OLD BUSINESS:

- 1. Status of Joint Letter to Federal Agencies re I-69 Erosion**

NEW BUSINESS:

- 1. 1310-REZ-05** **Neihart Rezone from Estate Residential 2.5 (RE2.5) to Forest Reserve (FR). 2 parcels on 11.41+/- acres.** Located in Section 6 of Salt Creek Township at 5744 E State Road 46. Zoned RE2.5.
- 2. 1310-REZ-06** **Bailey WCF Overlay Rezone to add Wireless Communications Facility Overlay to Agriculture/Rural Reserve (AG/RR). A portion of 1 parcel on 28.90 +/- acres.** Located in Section 19 of Perry Township at 4695 S. East Lane. Zoned AG/RR.
- 3. 1310-SMN-07** **Thacker Smithville Minor Subdivision Preliminary Plat and Underground Utility Waiver Request and Sidewalk Waiver Request. 1 lot on 6.72 acres +/-.** Located at 1350 E. Smithville Road in Clear Creek Township, Section 4. Zoned AG/RR.

PUBLIC COMMENT

- REPORTS:**
1. Planning: Larry Wilson
 2. County Attorney: David Schilling

OLD BUSINESS:

- 1. Status of Joint Letter to Federal Agencies re I-69 Erosion**

BOARD ACTION:

Martin: We had brought up the possibility of sending a letter to federal agencies regarding I-69 erosion with the thought that this would be a joint letter from departments and agencies within Monroe County so that it was more than just the plan commission which was sending this letter off. We have two versions of a possible letter, one from Scott Wells, who's been working on this, one from the plan department. Scott has also been in contact with the health department who is interested. I'm sure Julie has been in contact with the commissioners who are interested in signing on to this. We would like to move forward with this at this point in time. Larry, do you want to address the summary of where you are at on this and what the staff has done?

DRAFT

Martin: I want to make sure that everybody understands this is a recommendation to the board of commissioners for approval of the rezone. I guess the other part is, John, are you including the condition of approval?

Irvine: Yes.

Martin: There is one that she had stated. Yes, okay.

The motion to recommend approval in case number 1310-REZ-05 to rezone this parcel to Forest Reserve carried unanimously (6-0).

- 2. 1310-REZ-06** Bailey WCF Overlay Rezone to add Wireless Communications Facility Overlay to Agriculture/Rural Reserve (AG/RR). A portion of 1 parcel on 28.90 +/- acres. Located in Section 19 of Perry Township at 4695 S. East Lane. Zoned AG/RR.

BOARD ACTION: Martin introduced the petition.

STAFF ACTION:

Scanlan: Good evening. So as Mr. Martin said we're located here in Perry Township and this is on East Lane which comes off of That Road just west of State Road 37, as you can see on the map here. The property is currently zoned Agriculture/Rural Reserve and the designation for the comprehensive plan, this is in the Bloomington Urbanizing Area, and the designation is Employment. You can see the red mass there is the estimated shape of the interchange for I-69. So this would be directly located west. And all property between that red shape and the petition site is already owned by the state of Indiana for that process. So this is the property site. Most of the development is there on the northern portion. There's a house and a number of outbuildings. The property owners do farm the property. And the request for the overlay would be in the northeast portion of the property, is where the cell tower would be located. So this is, again, the site in reference to the new I-69 interchange. I also included a LIDAR elevation map here. So you can kind of see there is a hill there on the northeast portion of the site and the top of that is roughly where the cell tower would be located. This is an aerial image of the improvements on the site in the top left hand corner. And then the bottom right hand is the ground view of those agricultural buildings. And this is a Google image from April. And so as you can see the I-69 stuff had already started at that time in relation to the buildings which you just saw an aerial of. So the cell tower would be placed kind of near that line between green and brown there down the middle of the picture on the green side. So these are just some more pictures of the property. On the top left is from the developed area of the property facing where the cell tower would go. And then the bottom right is a picture of East Lane. So this is from the property. It dead ends at the property. So these are some of the surrounding buildings. And then I went out there again today. I've been trying to go out there and the weather has not been great. So I went out today, finally, got some pictures of the house. This house appeared in the 1989 interim report as contributing. But obviously being so close to the interchange it was studied again when the Tier 2 studies were done and there have been so many changes that they demoted it, I guess, in the 2008 historic sites

DRAFT

and surveys, historical sites and structure survey, to non-contributing. So that was an issue that we had talked about at previous meetings but it has been changed quite a bit, including the addition of that two car garage that you can see there. So, again, this picture on the top left is kind of from the back of the house, the developed area around the house, and it shows where the tower would be located at the top of the hill there in the middle of the picture. And then from the same spot is a picture of the farm buildings that exist already. More pictures of the surroundings and behind the house. So this is a site plan that was submitted by the petitioner and similarly to the way we did our last wireless communication facility overlay the overlay would go on the, basically, postage stamp 100 by 100 square where the tower would be built. Mostly so that we don't rezone the whole property so that then multiple towers couldn't be requested there. It's just for this one tower. Part of our process for our Chapter 834 of the wireless communication facility rezone request is that the petitioner has to hire an independent consultant to review whether or not the tower is needed in this area. So I just put in some images. We got the report last week. I'm sure that the petitioner can speak more to exactly what these maps, for example, show. I know that they are covered in strength, I believe, but I'll let her speak to that a little better than I could. And then these images I know were helpful last time. And they are required in the chapter and basically it's an image from between half a mile to a mile away on the left and then on the right they have super-imposed the tower which you can see in the picture on the top. It's harder to see in the picture on the bottom. Our towers, we don't allow towers higher than 199 feet. So it wouldn't be lit. And so that's why we have these images because this would be the main visual impact. So these are, again, the same. I believe the top is from the end of East Lane. And there are a lot of mature trees in that area so it would be hard to see it probably from there anyway. These are the highway engineer's comments. He did not have any extra conditions to add over what he normally addresses. The drainage engineer also did not have any comments. The plan review committee heard the petition at their December meeting. We had not received the consultant's report at that time so they mentioned that. And we also discussed what are the landscaping requirements just to make sure that all the plan commissioners knew and that was distributed with the administrative packet. So I have included five conditions of approval upon receiving the consultant's report. You may recognize these, some of you, from the last petition. They are pretty general conditions basically addressing co-location which is required by the chapter. But just to reiterate for the petitioner, these are the things we need to make sure that we're meeting all the 834 requirements, allowing for co-location and also for use by the sheriff's department if possible. And the other issue for this particular petitioner is that they don't meet side yard setbacks for the east line, the line that is next to the state property, so they will have to go to the board of zoning appeals and receive a variance for that setback in order for this petition to be approved. So based on the consultant's report, and the conditions included, staff has recommended approval based on what you guys want to talk about tonight.

6:45: Ron Foster joined the meeting.

Scanlan: I can answer any questions.

RECOMMENDATION

Staff is presenting the petition with no recommendation because there has not been time to review the Independent Consultant's report.

FINDINGS OF FACT - REZONE

January 21, 2014 pc regular meeting
minutes

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According to Section 831-3. Standards for Amendments of the Zoning Ordinance: In preparing and considering proposals to amend the text or maps of this Zoning Ordinance, the Plan Commission and the Board of County Commissioners shall pay reasonable regard to:

(A) The Comprehensive Plan;

Findings:

- The area is designated as Employment.
- The area is part of the Rural Communities, specifically the Bloomington Urbanizing Area, for which an illustrative map was made for the Comprehensive Plan.
- The specific location of Wireless Communication Facilities is not addressed in the Comprehensive Plan.

(B) Current conditions and the character of current structures and uses in each district;

Findings:

- The property is zoned Agriculture/Rural Reserve (AG/RR).
- The property is residential and agricultural in character and use.
- The petition property is listed in the 1989 Monroe County Interim Report as a Contributing property.
- The petition site is roughly 28.9 acres.
- The property contains a single family residence and numerous agricultural outbuildings.
- The proposed tower location is roughly five hundred (500) feet from the residence.
- The proposed tower location does not meet the setback requirements of the Monroe County Zoning Ordinance.
- Much of the property to the east has been purchased by the State of Indiana.
- The petition parcel is located west of the proposed junction of new terrain I-69 and existing State Road 37.
- The proposed tower location is on a currently open flat area in the northeastern portion of the property.

(C) The most desirable use for which the land in each district is adapted;

Findings:

- The Independent Consultant report required by the Monroe County Zoning Ordinance has not been submitted.
- The petition parcel is located west of the proposed junction of new terrain I-69 and existing State Road 37.
- The property is zoned Agriculture/Rural Reserve (AG/RR).
- The proposed tower location is on a currently open flat area in the northeastern portion of the property.

(D) The conservation of property values throughout the jurisdiction; and

Findings:

- The adjoining properties to the north, west, and south are used for residential purposes.
- Much of the property to the east has been purchased by the State of Indiana.

DRAFT

- The petition parcel is located west of the proposed junction of new terrain I-69 and existing State Road 37.
- Approval of the Overlay would only allow the future placement of a tower in the .023 +/- area proposed.
- There is a platted residential subdivision abutting the petition property to the south.

(E) Responsible development and growth.

Findings:

- See Findings for (A) through (D).
- The Independent Consultant report required by the Monroe County Zoning Ordinance has not been submitted.

QUESTIONS FOR STAFF (1310-REZ-06):

Thomas: There was something mentioned early on in one of our meetings, maybe PRC, about a landscape variance. They're not pursuing that any more, right?

Scanlan: No. I guess I could let the petitioner speak to it. The consultant did mention that they were thinking about asking to do a fence instead. They haven't formally asked me to do anything different than what's required but she may have to speak to that.

Martin: Jackie, you had a list of conditions.

Scanlan: They're not in the packet.

Martin: They're not in this packet. So my question is how do we incorporate those conditions into our motion as part of the motion? So remind me when we get to the motion about doing that because it's not in the packet. Okay?

Scanlan: Sure.

Martin: The other thing that I had a question about, and this could be just one of timing, the photograph that we have, the aerial photograph that we have, positioning this tower which is called image 2 on page 27, this one, see where it shows that tower being positioned? The tower is not there. The tower is much farther to the northeast sitting on a high spot almost opposite that....

Scanlan: I'm sorry, yes, where the pin dropped for Google? You're saying where the address is?

Martin: Yes.

Scanlan: Yes. No, the tower should be.....

Martin: Right up there.

Scanlan: Yeah, sorry we can't use pointers on this. Yes, I'm sorry, I did not illustrate that very well.

DRAFT

Martin: Okay, I just wanted to make sure people were clear about where this was going to be positioned.

Scanlan: Sure.

Wells: I recall at the administrative meeting Mr. Martin was requesting that they get this data to the staff so we could review it by Thursday at 4 o'clock. Did they do that?

Scanlan: Yes.

Wells: I'm just curious, my question again is the co-location, where is the next tower? You know, remember our ordinance says a mile radius.

Scanlan: I believe the consultant's report said, and I think this was in my report too, but the closest is slightly over two miles away. The four closest are all at least two miles away.

Wells: That's what the ordinance says but **it's within a mile but since that's**, quite frankly, if you're going to put a tower that's a pretty good spot to put it. I mean I really don't looking at them but I'm glad, you know, the landscaping thing, I would say well if you're going to put a tower in, you put good landscaping, at least we've got the prettiest towers. I will tell you real quick what's so good about our ordinance, the people that help write that, is if you just go up to Morgan County where right in the middle of their county you'll see on the east side two towers right next to each other on the east side and then one of the west side. So within a hundred yards they've got three separate towers. And you know they could have co-located and that's why I'm so glad at least you've got potential for three more antenna to be on that and that would at least eliminate a lot of the so-called clutter. So it's nice to be able to talk on a phone; there's no pay phones any more so you've got to use a cell phone when you're driving.

Enright: You can just about see the county line in every direction. As soon as you cross the line there's a gigantic tower just across into the next county that doesn't have this ordinance.

Martin: It means we get more towers but they're shorter.

Wells: It's 198 feet, right?

Scanlan: 199, I believe, or is it 190 but the lightning rod.

Martin: The petition says 190.

Scanlan: Okay, does it mention a five foot lightning rod? Is it 195?

INAUDIBLE. It would be 195 _____.

Scanlan: It's 190 and then they usually have the..... It's still under our.....

DRAFT

Thomas: Still under 200.

Martin: Still under 200.

Enright: The closest tower I see if over on Empire Mill Road which is two miles away.

Martin: That sounds right.

Scanlan: And we verified that when you brought that up at the administrative and I hadn't looked at our data yet and **we had the same.**

Martin: There is a listing of all of them in the report that they.....

Wells: It's good they followed through.

PETITIONER/PETITIONER'S REPRESENTATIVE:

Jennifer Jones: My name is Jennifer Jones and I represent J.B. Towers. Our business address is 2602 Cass Street in Ft. Wayne, Indiana. I'm here requesting a rezone to a wireless communication facility overlay on property owned by Jerry and Ruth Ann Bailey which is at the end of South East Lane, 4695, I believe is the Bailey's address on South East Lane. We would like to build a 190 foot communications tower. Something that's kind of unique about our company and kind of why I like to come into counties that require a lot of co-location is that we don't work specifically for anyone cell phone company. So we're not hired by Sprint or AT&T or Verizon or any of them. We own the tower ourselves and it's our business plan to build them for co-location. So when you guys say it's a little more difficult, I'm yeah, because that means less competition for me in any given area. But that's the basis of my request is to build a 190 foot tower. We can do the landscaping requirements that are in the code around it. It's important to note that this is a piece of pasture land that Mr. Bailey does use for cows. So after talking to Mr. Bailey any kind of the evergreen shrubs, like what you'd plant outside your house or whatever, are poisonous to cows. So we'd have to go in with a specific kind of tree that isn't poisonous to his cows because he lets them loose in the pasture. I don't want to kill them, obviously. Thank you.

QUESTIONS FOR PETITIONER:

Wells: I've just got one or two here. I'm just curious. I'm really in support of this additional co-location requirement. If you're going to be at 190 feet what's the lowest? Do you have idea or is this out of your expertise to answer? But how low can you go and be able to ping that down the road. I mean, you know, if you want to get three more antenna on there besides yours that's four, total.

Jones: Well, we don't have any antenna.

Wells: Well I mean the service provider. As you rent out the space on the...

DRAFT

Jones: Typically on the 190 foot tower they'll start about 185 foot. And so we'll build them to hold five or six carriers so you can go down from there.

Wells: It only says three additional carriers in our ordinance.

Jones: Yeah but we'll build it to hold as many wireless cell phone carriers out there and currently in this area there's five different carriers out there.

Wells: I see what you're saying, yeah.

Jones: And then we'll also build to hold like any kind of wireless internet usage that would be out there, two way radio companies. If the county or the city needed to put some antennas on the tower, we've worked with city and county before. We build them to hold a lot because it's like we're renting an apartment building, in a sense, and we want as much tenant space as possible.

Wells: The more co-location the better with me.

Jones: Me too.

Martin: And you're fine with providing our sheriff with space if he needs it?

Jones: Yeah, yep.

Martin: Alright.

SUPPORTERS: None.

REMONSTRATORS: None.

BOARD QUESTIONS/DISCUSSION:

Irvine: I do have a comment and it's the same comment as before. They're seeking a waiver for a setback requirement. On the Neihart petition my gut told me that we ought to deal with it. My gut on this one tells me I don't want to deal with it. I'd really like you guys to help me figure out why we're doing some of this stuff. And there's no policy or reason for it. And we need to figure out why we do stuff other than our guts telling us to do one thing or another.

Martin: Well the one that has to do with 200 feet is that if the tower falls it can fall onto another piece of property. So that's the 200 foot requirement here.

Irvine: We did take that into consideration when we drafted the ordinance. At the time we drafted this particular ordinance we were told that they collapse straight down; they were built so they could just fold into each other and that big setback wasn't required. We had just had a horrendous case in the county where one of these towers supposedly attracted a big lightning fireball that jumped across and burnt a fairly close house down or caused all sorts of wiring problems. It was a significant property damage thing. So at the time we were drafting this we wanted those big

DRAFT

setbacks to prevent the kind of thing that happened to that house. And because I felt that the towers were fairly new, we all felt at the time the towers were new, and we didn't really know if they would collapse. So I now believe they probably will collapse and that was an isolated incident. Some people contend it never happened about the fireball and the other things. And so again I'm just pleading with everyone to be patient and in your own mind think through why we do these things.

Martin: I have a question about the landscaping versus cows issue. It seems to make little sense to put in vegetation that the cows are going to eat in these kinds of situations and many of these towers are going into pasture areas now. What options does the installer have for meeting our requirement there? Here we can't put in the evergreens because we aren't going to destroy the cows to put in a cell tower.

Scanlan: Sure, okay, I'll tell you what the standard is and then the plan commission has an option to alter that. So the planning requirement for construction of a new WCF is a double standard row of evergreen trees, 7 feet in height, at no more than 15 feet intervals along the perimeter of the fence to screen the facilities from the adjoining properties. Or a mix of deciduous shade trees and large deciduous shrubs of sufficient density along the perimeter of the fence to adequately screen the facilities from adjoining properties. Existing vegetation within 25 feet of security fence can be preserved; I don't think that's the situation here though. And then it says, provisions of this section may be waived in whole or in part by the planning department upon a determination that site conditions would not be adequate to support landscape plantings or the architectural camouflage stealth design will insure compatibility with adjoining land uses and eliminate need for screening. All landscape planning shall be properly maintained for life.

Enright: Question then. Seeing that this is a rezone we wouldn't put those conditions on it as part of the rezone. This would be part of a development plan. So if we wanted to see the development plan after the commissioners agree on it then we could impose those conditions after the rezone.

Martin: Right. This is a rezone.

Scanlan: Right. Well it wouldn't be a development plan. It would just be a site plan, building. Yeah. They have to install an eight foot fence, a perimeter fence, anyway. So the landscaping is with that.

Enright: My point being, you know, instead of burning a lot of time going over details we can just bring this back to us for considerations if the rezone gets approved.

Martin: Alright, so could do it now or do it later.

Wilson: If I could make a suggestion. If we can wait until this is a recommendation to rezone which will make it eligible to file a site plan for the tower. And what we as staff can do is bring it back to the plan commission with our recommendations for the site plan and since we have the ability to waive we would still want your opinion on whether or not to waive landscaping requirements. That will give us some opportunity to come up with some compatible species, maybe.

DRAFT

Scanlan: And it actually does say – I may have misspoke before – but the provision to waive is actually through the planning department. I assumed it was planning commission.

Martin: That's sounds reasonable to us because the staff always has the option of coming back to us if they have a question.

Wilson: This is a good one to do it.

Thomas moved and Jones seconded approval of 1310-REZ-06, Bailey wireless communication facility overlay rezone, based on the findings of fact and the following conditions: First of all that the site plan be approved by the plan commission. Second, the applicant must file a petition for a variance to the required side yard setback set forth in Chapter 834 of Monroe County Zoning Ordinance and receive approval from the Board of Zoning Appeals. Number Three, J.B. Towers and all subsequent tower owners shall make reasonable attempts to allow co-location space to the Monroe County Sheriff's Department to enhance public safety communications. Number Four, proposed tower must be able to accommodate up to three additional service providers of cellular PCS wireless broadband service for a total of four carriers. Number Five, the applicant must request and obtain the necessary permits from the county. Number Six, the applicant must complete all requirements of Chapter 834 before construction of wireless communication facility commences.

Wells: The more co-locations, the better, five or six, yes.

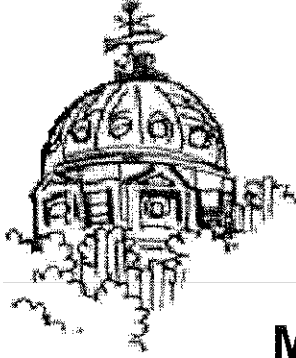
The motion for a recommendation of adoption of the rezone going forward to the Monroe County Commissioners, petition 1310-REZ-06, Bailey WCF overlay rezone, carried unanimously (7-0).

3. 1310-SMN-07 Thacker Smithville Minor Subdivision Preliminary Plat and Underground Utility Waiver Request and Sidewalk Waiver Request. 1 lot on 6.72 acres +/- . Located at 1350 E. Smithville Road in Clear Creek Township, Section 4. Zoned AG/RR.

BOARD ACTION: Martin introduced the petition.

STAFF ACTION:

Scanlan: So here the property is located on Smithville Road, as Mr. Martin said. You can see it here. And it is currently zoned Agriculture/Rural Reserve which is a minimum 2-1/2 acre lot size. And much of the property around is also zoned the same thing and then there is some Suburban Residential smaller lot sizes directly across the road. The property is located also in one of our rural community areas, Smithville Sanders Rural Community Area, and it is in zone G-2. Because it's in the rural community area we also call those designated communities in the comprehensive plan. So you can see here that it's located in that designated community. And the zone in that designated community is called Neighborhood Growth Area. So you can see it there with the



MONROE COUNTY BOARD OF COMMISSIONERS

REQUESTED AGENDA INFORMATION FOR THE COMMISSIONER'S MEETINGS

TITLE OF ITEM THAT APPEARS ON THE COMMISSIONER'S AGENDA: 2014-10

Text Amendment to the Monroe County Zoning Ordinance, Chapter 807, Signs and Chapter 801, Definitions

- THE COMMISSIONERS WILL NOT ACCEPT THIS ITEM FOR THEIR BOARD OF COMMISSIONERS' MEETING IF THE EXECUTIVE SUMMARY IS NOT WRITTEN.

The proposed amendment to section 807-6 would allow internally illuminated signs. The amendment differentiates between internally and externally illuminated signs, where both are permitted under certain conditions. Definitions of internally illuminated and externally illuminated will be added to Chapter 801, Definitions. The intensity of light permitted, as regulated by the Heat and Glare standard in Chapter 802, will not change with this amendment.

The Plan Commission heard the petition (1310-ZOA-04) at its December 17, 2103 hearing and gave a positive recommendation with a vote of 8-0.

DATE ITEM WILL APPEAR ON THE COMMISSIONER'S AGENDA: February 21, 2014

CONTACT PERSON: Beth Rosenbarger PHONE NUMBER: X 2562

PRESENTER AT COMMISSIONER'S MEETING (if other than contact person) _____

OFFICE/DEPARTMENT: Planning

HAS THE MONROE COUNTY LEGAL DEPARTMENT REVIEWED ITEM? Yes No

INFORMATION PERTAINING TO A GRANT

1. CURRENT STATUS OF GRANT REQUESTED: (new or renewal) _____

2. AMOUNT OF GRANT MONIES THAT WILL BE AWARDED:

Federal or State? _____

Local Match _____

Total? _____

SIGNED: Beth Rosenbarger DATE: 2.19.2014
(2 copies must be made: 1 given to Auditor's Office, 1 given to the Commissioner's Office)

ORDINANCE # 2014-10

To Amend the Monroe County Zoning Ordinance Definitions and Sign Chapters for Internally and Externally Illuminated Signs: Chapters 801 and 807

An ordinance to amend the Monroe County Zoning Maps which were adopted December 1996.

Whereas, the Board of Commissioners of Monroe County, Indiana, passed a zoning ordinance and adopted zoning maps effective January 1997, which ordinance and maps are incorporated herein; and,

Whereas, the Monroe County Plan Commission, in accordance with all applicable laws, has considered the petition to amend said zoning maps;

Now, therefore, be it ordained by the Board of Commissioners of Monroe County, Indiana, as follows:

SECTION I.

Monroe County Code Subsection 801-2 shall be amended to add the following two definitions:

Sign, Externally Illuminated: A sign that is illuminated by an external source of light intentionally directed upon the sign face.

Sign, Internally Illuminated: A sign whose light source is either located in the interior of the sign so that the light goes through the face of the sign, or which is attached to the face of the sign and is perceived as a design element of the sign.

SECTION II.

Monroe County Code Subsections 807-6(A)(1) and 807-6(A)(2) shall be, and hereby are, amended to read as follows:

(A) *Illumination:*

1. *Internally illuminated signs are permitted; however, the source of light shall not be visible from or directed into any residential use or toward any oncoming traffic. Signs which direct attention through the use of flashing, intermittent, or strobe effects are prohibited*
2. *Externally illuminated signs are permitted. However the source of light for any externally illuminated sign may only be placed at the top of the sign, directed down toward the sign face, must be shielded from view of oncoming traffic and must be shielded and directed so as to not shine into any residential use. No other external illumination is permitted.*

SECTION III.

This ordinance shall be in full force and effect from and after its passage and adoption by the Board of Commissioners of Monroe County, Indiana.

Passed and adopted by the Board of Commissioners of Monroe County, Indiana, this 21st day of February, 2014.

SO APPROVED AND ADOPTED by the Board of Commissioners of the County of Monroe, Indiana, this 21st day of February, 2014.

BOARD OF COMMISSIONERS

AYES

NAYS

PATRICK STOFFERS

PATRICK SOFFERS

IRIS KIESLING

IRIS KIESLING

JULIE THOMAS

JULIE THOMAS

ATTEST: STEVE SAULTER, Auditor _____

CERTIFICATION

I, Larry Wilson, hereby certify that during its meeting on December 17, 2013 the Monroe County Plan Commission considered petition #1310-ZOA-04 for an amendment (Ordinance #2014-10) to the Monroe County Zoning Ordinance and made a positive recommendation to approve thereon, based on the findings, with a vote of 8-0.

This proposed amendment is being forwarded for your consideration pursuant to I.C. 36-7-4-605(a).



Larry Wilson, AICP
Planning Director

2-19-2014

Date

1310-ZOA-04
Amendment to Chapter 807: Sign Ordinance

Current	Proposed
807-6. <u>General Sign Regulations</u>	807-6. <u>General Sign Regulations</u>
<p>All signs shall conform to the following regulations:</p> <p>(A) Illumination:</p> <p>(1) Illuminated signs are permitted; however, signs which direct attention through the use of flashing, intermittent, or strobe effects are prohibited.</p> <p>(2) The source of light for any sign shall be directed toward the sign face, <u>must be placed at the top of the sign</u>, and shall not be directed into any residential use or toward any oncoming traffic. The source of illumination by whatever means shall not reflect directly on residential uses <u>or toward on-coming traffic</u>.</p>	<p>All signs shall conform to the following regulations:</p> <p>(A) Illumination:</p> <p>(1) <u>Internally illuminated</u> signs are permitted; however, <u>the source of light shall not be visible from or directed into any residential use or toward any oncoming traffic</u>. Signs which direct attention through the use of flashing, intermittent, or strobe effects are prohibited.</p> <p>(2) “Externally illuminated signs are permitted. However the source of light for any externally illuminated sign may only be placed at the top of the sign, directed down toward the sign face, must be shielded from view of oncoming traffic and must be shielded and directed so as to not shine into any residential use. No other external illumination is permitted.”</p>
New Definitions added to Chapter 801	
<i>Sign, Internally Illuminated: A sign whose light source is either located in the interior of the sign so that the light goes through the face of the sign, or which is attached to the face of the sign and is perceived as a design element of the sign.</i>	<i>Sign, Externally Illuminated: A sign that is illuminated by an external source of light intentionally directed upon the sign face.</i>
Plan Review Committee Heard on November 14, 2013 Positive Recommendation, 5-0	Plan Commission: Heard on December 17, 2013 Positive Recommendation, 8-0
<p>Why is this necessary:</p> <ul style="list-style-type: none"> • Current ambiguity in the ordinance; • Need to change to reflect current business needs—most signs are internally lit; • Flood lights from above a sign aren’t necessarily better than an internally lit sign; 	

Intensity of light: does not change the requirement for heat and glare, from Chapter 802:

Amendment to Chapter 807: Sign Ordinance

- (F) ***Heat and Glare.*** No use shall produce heat or glare in such manner as to create a nuisance perceptible from any point beyond the lot lines of the property on which the use is conducted. In nonresidential areas, any lighting used to illuminate an off-street parking area, loading area, driveway, or service drive shall be shielded with appropriate light fixtures directing the light down and away from adjacent properties in order that the illumination at any property line shall not exceed one (1) foot candle. All exterior lighting shall be hooded and shielded so that the light source (i.e. bulb, filament, etc.) is not directly visible from the residential property lines. In residential areas, exterior lighting at any property line shall not exceed one (1) foot candle.

MONROE COUNTY PLAN COMMISSION

December 17, 2013

PLANNER Larry Wilson
CASE NUMBER 1310-ZOA-04
PETITIONER Monroe County Plan Commission
REQUEST Amend the Text of Chapters 807, Signs and 801, Definitions

RECOMMENDATION

Approve the proposed Zoning Ordinance changed to Chapter 807 of the Monroe County Zoning Ordinance.

BACKGROUND

In recent history, a number of cases have been brought before the Plan Commission staff highlighting a need to re-visit the Illuminated Light Sign requirements in Chapter 807 of the Monroe County Zoning Ordinance.

The proposed amendment to section 807-6 would differentiate between the requirements for internally and externally illuminated signs. Staff believes that this clarification remains in line with the original intent of the Chapter, but simplifies understanding and administration of the regulation.

PRC RECOMMENDATION

The Plan Review Committee heard the petition at the November 14, 2013 meeting and made a positive recommendation to the Plan Commission, 5-0.

Memorandum re Illuminated Signs

We have 3 or 4 pending requests for internally illuminated signs. Because of conflicting language within the section covering illuminated signs, the question has arisen as to whether internally illuminated signs are permitted under the Monroe County Zoning Ordinance. I have attached a copy of the sign definitions from Chapter 801. Unfortunately, "illuminated signs" are not defined.

The original 1997 ordinance permitted "illuminated signs" but did not distinguish between "internally illuminated" and "externally illuminated" signs:

1997 Zoning Ordinance

807-7. General Sign Regulations

All signs shall conform to the following regulations:

- (A) Illumination:

- (1) Illuminated signs are permitted; however, signs which direct attention through the use of flashing, intermittent, or strobe effects are prohibited.
- (2) The source of light for any sign shall be directed toward the sign face and shall not be directed into any residential use or toward any oncoming traffic. The source of illumination by whatever means shall not reflect directly on residential uses.

In the late spring and summer of 2008, amendments to Chapter 807 were discussed by the PRC and Plan Commission with the focus being on off-premises advertising. There was limited discussion that lighting development standards should be consistent with Chapter 802:

- (F) ***Heat and Glare.*** *No use shall produce heat or glare in such manner as to create a nuisance perceptible from any point beyond the lot lines of the property on which the use is conducted. In nonresidential areas, any lighting used to illuminate an off-street parking area, loading area, driveway, or service drive shall be shielded with appropriate light fixtures directing the light down and away from adjacent properties in order that the illumination at any property line shall not exceed one (1) foot candle. All exterior lighting shall be hooded and shielded so that the light source (i.e. bulb, filament, etc.) is not directly visible from the residential property lines. In residential areas, exterior lighting at any property line shall not exceed one (1) foot candle.*

Chapter 802 at Page 2

As a result, the following changes were made:

807-6. **General Sign Regulations**

All signs shall conform to the following regulations:

- (A) Illumination:
- (1) Illuminated signs are permitted; however, signs which direct attention through the use of flashing, intermittent, or strobe effects are prohibited.
 - (2) The source of light for any sign shall be directed toward the sign face, must be placed at the top of the sign, and shall not be directed into any residential use or toward any oncoming traffic. The source of illumination by whatever means shall not reflect directly on residential uses or toward on-coming traffic.

The minutes show the following discussion:

MONROE COUNTY PLAN COMMISSION MINUTES

August 19, 2008

Martin: Another one that Bill Williams identified for us under 807-6(A-2), "Source of light for new signs shall be directed toward the sign face." And then the second sentence is "The source of illumination by whatever means shall not reflect directly on residential uses." And Bill would like us to add "Or toward any oncoming traffic." And with respect to Kevin's notion about the prohibited signs under Number 2, could that be reading "All animated signs, changeable copy signs (for example digital billboards) or signs which move by mechanical means." Because Animated Signs is a definition we have, Changeable Copy Signs is a definition we have, so that would cover both definitions and the digital billboards would be an example of one of those. Does that sound good?

It appears the Department's treatment of internally illuminated signs did not change after this amendment. Sign permits for internally illuminated signs were issued for the following:

IU Credit Union West
CVC Pharmacy
Walmart
Old National Bank
Stephens Hyundai

The problem with this language is that it seems to imply that all illuminated signs—including illuminated signs—must be lit from above. This is the interpretation the Department is currently applying and which has resulted in the number of variance requests for internally illuminated signs pending.

I propose the following:

- 1. We amend Chapter 807 to clarify that internally illuminated signs are allowed. See highlighted sections below:**

807-6. General Sign Regulations

All signs shall conform to the following regulations:

- (A) Illumination:
- (1)** Internally illuminated signs are permitted; however, the source of light shall not be visible from or directed into any residential use or toward any oncoming traffic. Signs which direct attention through the use of flashing, intermittent, or strobe effects are prohibited.
 - (2)** Externally illuminated signs are permitted; however the source of light for any externally illuminated sign shall be directed toward the sign face, must be placed at the top of the sign, and shall not be directed into any residential use or toward any oncoming traffic. The source of illumination by whatever means shall not reflect directly on residential uses or toward on-coming traffic.

Chapter 807, Page 4

2. We amend Chapter 801 to add separate definitions for Internally Illuminated Signs and Externally Illuminated Signs. See City of Bloomington definitions below:

City of Bloomington Unified Development Ordinance

Chapter 20.11: Definitions as Amended / Effective January 16, 2013

Sign, Externally Illuminated: A sign that is illuminated by an external source of light intentionally directed upon the sign face.

Sign, Internally Illuminated: A sign whose light source is either located in the interior of the sign so that the light goes through the face of the sign, or which is attached to the face of the sign and is perceived as a design element of the sign.

The intent of the Plan Commission was to reduce glare from sign lighting; these amendments to allow the Planning Department to issue permits for internally illuminated signs are consistent with that intent and avoid the delay and expense that would result from requiring applicants to obtain a development standards variance.

We would like to advertise these minor changes for the November Plan Commission meeting and request review by the Ordinance Review Committee.

Larry J. Wilson, AICP

Director, Monroe County Planning Department
Monroe County Government Center
501 N. Morton St., Suite 224
Bloomington, IN 47404
(812) 349-2561
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MONROE COUNTY PLAN COMMISSION

Regular Meeting Minutes

December 17, 2013

6:00 P.M.

CALL TO ORDER

ROLL CALL

INTRODUCTION OF EVIDENCE

APPROVAL OF AGENDA

APPROVAL OF MINUTES

November 19, 2013

CALL TO ORDER: Meeting called to order at 6 p.m. by Richard Martin, President

ROLL CALL: Kevin Enright, Ron Foster, John Irvine, Lee Jones, Richard Martin, Julie Thomas, Amy Thompson, Scott Wells

ABSENT: Jerry Pittsford

STAFF PRESENT: Larry Wilson, Planning Director, Jackie Scanlan, Senior Planner, Valerie Seeton, Zoning Inspector

OTHERS PRESENT:

INTRODUCTION OF EVIDENCE:

Larry Wilson requested the following items of evidence be entered into the record:

The Monroe County Zoning Ordinance (as adopted and amended)

The Monroe County Comprehensive Plan (as adopted and amended)

The Monroe County Subdivision Control Ordinance (as adopted and amended)

The Monroe County Plan Commission Rules of Procedure (as adopted and amended)

Cases published and docketed for hearing on for tonight's agenda

The motion to approve the introduction of evidence was unanimously approved with a voice vote.

APPROVAL OF AGENDA:

Martin: I want to talk about the agenda. I noticed that as the agenda came out, and we have in our postings here, there is nothing about the disposition of the letter that we were talking about drafting having to do with I-69 which was a part of our new business at our last meeting and should have been carried over to this.

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Wells: I've submitted six drafts. If it's not continued at this hearing I'll continue it next year. We have a **different change** in the commission. I've sent six drafts out to everybody.

Martin: Has staff made any contacts with anybody? The question is does it go on our agenda for tonight?

Wells: No, we'll just bring it up next year.

Martin: Okay we should think about this then as a continued item to next year.

Wells: Right.

Wilson: And then if people have comments on either my draft or Scott's draft let us know.

Wells: Yeah, that's a good idea. I would like to make a comment though. The health department, Penny Caudill, said that they could probably get the health board to sign on to. But one of the reasons a letter would have been nice they had to file to develop the open door laws so they're next meeting is January 24th so that would be the earliest they could sign on to the document anyway.

Martin: Okay, thank you.

The motion to approve the agenda as stated by Mr. Martin carried unanimously.

APPROVAL OF MINUTES (November 19, 2013):

The motion to approve the minutes for the meeting of November 19, 2013 carried unanimously.

OLD BUSINESS: None.

NEW BUSINESS:

1. **1310-PUO-02** **Mirwec PUD Outline Plan Amendment One to add the use "financial services."** 1 Parcel on 1.92 acres at 701 S. Liberty Drive in Van Buren Township, Section 1. Zoned PUD.
2. **1310-ZOA-04** **Monroe County Zoning Ordinance Chapter 807 Revisions: Illuminated Signs.**

PUBLIC COMMENT

- REPORTS:**
1. Planning: Larry Wilson
 2. County Attorney: David Schilling

- 1310-PUO-02** **Mirwec PUD Outline Plan Amendment One to add the use "financial services."** 1 Parcel on 1.92 acres at 701 S. Liberty Drive in Van Buren Township, Section 1. Zoned PUD.

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BOARD ACTION: Martin introduced the petition.

STAFF ACTION:

Scanlan: Good evening. So as Mr. Martin said the property is located roughly at 701 South Liberty. And so that is between Second and Third Streets on the east side of Liberty Drive. The parcel is zoned PUD. This is part of a Bloomington PUD from I believe originally 1979 and this particular parcel has not yet been developed. The comprehensive plan designation is It is part of the Wilhite Associates PUD for the area north of here. This is like the remainder industrial area that wasn't developed at that time. The comprehensive plan designation is employment and this is in the Bloomington Urbanizing Area. And as we often see the map was illustrative at the time and we are in the process, obviously, of getting a new, more detailed, map for this area. This parcel just was part of a final plat amendment that has not completely been finished at this time. So all of these maps show a larger parcel than what this petition is really addressing. So I've included on the site conditions map this red line here. South of the red line is the actual parcel size that the use would be added to. It's about 1.92 acres. And there's an existing driveway cut off of Liberty Drive that would access that parcel. So what would happen here is that the remainder to the north of the red line is going to be added to the lot that's directly north where Mirwec, Incorporated is located. So these are just some aerial photos of that area. Basically it's undeveloped and wooded. Just north of the railroad tracks. And then this is an aerial photo of Liberty Drive which we talk about sometimes. BTP there is to the right in the image and south in real life of the location we're discussing tonight, along with Menard's. And so we went out to the site and took pictures. As you can see in the aerial it's mostly wooded area. Directly across the street is the building to the top left. And then the picture on the bottom right is from across the street of the existing driveway. And then these are just some shots of Liberty facing north from both sides of the street. And Liberty facing south from both sides of the street. And then the top left here is basically the southern portion of the lot that abuts the railway bed. And then the bottom right is a picture from that same spot. So from the southwest corner of the lot north on the road. So this is the actual shape and size of the parcel tonight that is requesting the petition. So what the petitioner is asking is to add the use, Financial Services, to this 1.92 acre lot. As I said before this was originally part of the Whitehall PUD which was done by the city of Bloomington. The records are not great but we do have some so basically we contacted the city of Bloomington and got as much information as they had. We basically call this the Mirwec PUD. There was a subdivision done where Mirwec, Incorporated subdivided to create this lot and it never ended up being developed. The uses here circled in red are part of the original petitioner's statement and the Whitehall PUD of what would be expected in this area. And then in subsequent paperwork what they often refer to is Light Industrial. That didn't actually exist at the time. But staff has determined that these would be the uses we would allow by right on this lot. So, obviously, financial services is not one of those uses. So they're asking to add that. So the highway engineer made some comments for us and so these are here. Basically the largest thing coming out of his report was he requested a trip generation report because he felt that it was likely that it would indicate a need for a left turn lane into the entrance to the bank coming from the north. And the drainage engineer didn't have comments. He just spoke a little bit about what some of the drainage around that area is but he didn't feel necessarily that this lot posed a problem for either of those. And the plan review committee discussed the petition at their November 14th meeting. Their main concerns were the effect that adding this particular use to Liberty Drive would have on the existing

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traffic. They had some points they wanted discussed and I gave those to the highway engineer before he put together his report. So this went to the administrative meeting of the plan commission. And a few things were discussed, one of which was what vacant parcels are still along Liberty Drive. So the map on the left indicates what those are. And the parcel to the farthest north is directly east of Mirwec and then there's a parcel directly south on the other side of the railroad as well. The parcel that's directly east of Mirwec does have frontage that runs north of the existing Mirwec, Incorporated. You can kind of see it there in the shape – it's what we might call a flag lot. And then the parcel to the south would actually I believe have to access through the Menard's parking lot. They would not be another cut allowed there. The next two parcels down I believe are both drainage so they're not actually developable lots. And then there's one left to the south. And I also included some of the existing uses as I spoke about before from the 1979 letter that we would allow. And we talked about intensity of financial service which is medium and then what some of the by-right uses, what their intensities are, so that's included as well. So staff recommended approval. Basically the two specific conditions we included involved recording the final plat that we have been working on so there would be no confusion that this use is only for that 1.92 acre piece. And also, obviously, subject to reports by county highway engineer and county drainage engineer. So I can answer any questions if you guys have any.

QUESTIONS FOR STAFF (1310-PUO-02):

Martin: Has Bill seen or commented on the report that was prepared?

Scanlan: He has seen it. He does not feel comfortable commenting. Obviously he's out on medical leave. He sent me an email with one thing he felt was definitely missing; I passed that on to the petitioner. And I spoke about this today with Larry and David and the petitioner and basically when we have petitions if Bill has a recommendation we always include it as one of our conditions. And Mr. Schilling felt comfortable with us saying were he to come forward with a condition in a month when he's back, if we're saying that this approval is behold to that now, we can do that and the petitioner would have to do that. But he did not feel comfortable enumerating those things at this time.

Irvine: I do have a couple of questions if I might. You probably said this, Jackie, and it slipped by me. How big is the remainder parcel that's not being developed?

Scanlan: I do have that. And it's actually not a separate lot. It's going to be added to the piece to the north. I believe once it's added to the piece to the north it's about 5.93 acres. So the existing piece to the north is about 2.93 so the chunk that's getting moved is 3 acres.

Irvine: Alright. Now, my second question is that should Mirwec wish to expand in the future they would be able to do so as of right and that **remnant lies** now, right?

Scanlan: A development plan.

Irvine: But they would have a right to do it and we would have no control over the amount of traffic that would be generated as a consequence of that development.

DRAFT

Scanlan: I believe they would have a right to do it by right, yes.

Irvine: Okay, thank you.

Wells: I have several questions. At the administrative meeting we had on December 3rd, I'm just curious, Jackie, wasn't the level of service a D at that time for traffic?

Scanlan: I believe so, yes.

Wells: So 11,000, almost 11,780 right trips a day, average daily trips, so the next question is if we approve this how many more trips of traffic – and that's the question that we are all asking at the last meeting, will this add to the 11,780. So if it is significant obviously it's going to take it from D to, what, F? Is there such a thing as F?

Scanlan: I am not sure about that but I know the petitioner did do a traffic report so he could probably speak to that better than I could.

Wells: So it will be an increase though, right, I mean as far as.....

Scanlan: I don't know but I would assume when there's nothing there now that it would be more but that's just an assumption. I couldn't say for sure.

Wells: Okay. And the other question that we had was the road currently, is it wide enough to accommodate a turn lane?

Scanlan: Sure.

Wells: No problem with that?

Scanlan: On page 2 of the report basically the highway engineer, as I said he's out on medical leave, he was already out at this time, so when I consulted with the assistant director and a couple of people over in the highway department and I believe the existing pavement to be between 31 and 32 feet wide. And I think they could do it with 32 feet. I mean basically we just measured other places along Liberty that have three lanes to see roughly what that is. But I mean it took aeriels so it wasn't specific. There's definitely enough right of way. There's about 50 feet of right of way I think but I'm not sure on existing pavement. And, again, though the petitioner might be able to speak to that a little better as an engineer.

Wells: How many lots are left there undeveloped on Liberty Drive? I'm trying to get a picture of this whole thing as it develops out.

Scanlan: On this map, this is what's left in blue, so the lot directly east of Mirwec is definitely I believe developable. They have frontage. The lot south of Mirwec I believe when I spoke to the assistant director he had semi-recently done research on it and it is developable but not with a cut on Liberty. And then the two lots south of that are both part of drainage easements. So I think maximum three in the county jurisdiction besides this one.

DRAFT

Wells: That's going to add eventually more trips of traffic as it develops out, right?

Scanlan: It could.

Wells: Here's my last question and this is the question that all of us need to think about. What's the number of trips of traffic you know if it's already at a level D service, what's the trips of traffic where we say we can't approve this because our level of service is already a D and it's just going to take it to further extreme? I don't know if there's an F category but most people think of F as failing, but D is not the greatest either so that's the question I have. And I was on the plan commission last in 2002 and Menard's was approved and that was one of the reasons why I voted no on that project because of the trips of traffic on this road. So I'm just curious how this is all going to flow if we approve this on the traffic. That's my piece.

PETITIONER/PETITIONER'S REPRESENTATIVE (1301-PUO-02):

Tim Hanson: Good evening, for the record, my name is Tim Hanson and I'm here to represent Mirwec and the petition. Also with me tonight is **Mosso Fujiwara** with Mirwec and Nick **Nubey**. Bernie Guerrettaz with BRG has also done the reporting information. And also here tonight is Jerry Hayes and Bonnie Patton with Owen County State Bank. I'd like to talk a little bit about the addition of the financial institution use. One of the things that Jackie pointed out was that this is currently set for the future lot to be known as. Right now we've had an approval from the county to adjust that lot line to create the 1.92 acre parcel just to the south end of that current PUD. The reason that is not a current existing lot of 1.92 is that the president of Mirwec only gets to Bloomington about once a month and he is not in town or in the states at this time so that plat is ready for him to sign to create that parcel. The second thing is in talking about the employment area and the use that surrounds this area currently it's grown up, has a lot of different uses, makes use of nature, has manufacturing, has medical, pharmaceutical, hardware store, grocery store and all those things and in that urban mix banking and financial institutions fit in. One of the things and what seems to be the biggest concern here tonight has been the discussion of traffic and the appropriateness of this use as it relates to traffic. I think the use in and of itself fits in the area. I think from employment center and from assisting other businesses in the area it fits. From a traffic standpoint we've given staff numbers in your reports about how this differs from existing uses that would be otherwise allowed in the area and on that lot **in that we've put together the trip in's** and I don't know if the commissioners have that and how those peaks set up and right now I feel it shows that there is no negative impact from this use on this lot that would be compared to other uses allowed on this lot. 6:24 Most of the traffic on a bank, or 50 percent of it, I mean exactly 47 percent, as studies go, would say that that traffic is passer-by; it already exists on that thoroughfare. It's not generating new traffic to the area. Because the bank is in that area is why people go to the bank. They don't run across town to go to one bank. And that's one of the reasons that make this unique as a use to this parcel in not over-generating traffic as to a destination use. Scott spoke a little bit about, and what Bill put in your staff report, or what limited information he gave us on the level of service on Liberty Drive. He indicated that the level of service was a D and that there was about 11,800 vehicles on that thoroughfare. Level of service D is indicative of approaching unstable flow which means that you're not traveling as fast as you'd like to travel on the road. Speeds are slightly decreased and volume is slightly increased. Freedom to maneuver within the

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traffic stream is more limited and it's a common goal for urban streets. And right now I think what we've seen change on Liberty Drive is the fact that it's come from a country in road that connected Second and Third Streets to a more urbanized road. I think when Menard's petition went in, Scott, the road hadn't been across the tracks. I don't know if it was across the tracks when Menard's got approved. I think the county had made a petition for the crossing to occur and that it was currently being reviewed by INDOT. And I don't know if it was accessible before we got to the commissioner level but I know it was in that time frame and I believe the connection had not happened yet when Menard's went in. And up until that point I believe it was **Teletron** on one side, a building that **Wigard Stobard** when they developed the original BTP had built on top of the hill were the only uses out there. And you could pretty much travel along that thoroughfare as fast as you could travel. And I believe up until more and more businesses started locating there, because they felt that was where they could connect to their end users. That was the road you could pretty much travel as fast you could on. And I think what we've seen right now is that that indicative flow of this becoming an urbanized area much the same as South Walnut Street, Patterson Avenue, Hillside. Those are all areas where we can't travel as fast as we wanted to travel. And sometimes there's congestion and sometimes we decide to go a different route. I believe that Liberty Drive, it's the same thing. There's congestion at both intersections as was talked about in 2001 when BTP was originally done and there was requests to make that connection across the road. Across the railroad tracks was the need for a connector between Second and Third Streets and there was a lot of language calling that a frontage road. And so I believe that Liberty Drive is handling the traffic that's chooses to use Liberty Drive. And I believe if it gets overwhelmed that it may get congested and I think people that find that as an easy cut through from Second to Third Street will look to the new and improved Curry Pike to take up that role. But I think it will adjust. Scott, for your information, there is two more levels of service, E and B, or E and F rather. E talks about it being a more unstable flow that the flow becomes irregular and speed varies rapidly, vehicle spacing is about six car lengths and the design speed isn't always attainable. I think one of things we talk about in this petition as well is how it affects traffic. Most of the peak flows in the area, and I'm sure we didn't have all the traffic data, we got the same information you got regarding the average daily trips on the road, but I would bet most of those trips and the peak hours of those trips happen in the morning between 7 and 9 and in the evening between 4 and 6. One of the different things about the bank, and it was in the information we gave you, is a bank's morning peak is 11 to 12. And the evening peak in the tables in the information we have is undefinable and I won't say it says undefinable but they say it ranges from noon to 6 o'clock. So one of the things is they couldn't put a peak on their studies to say that it happens between this definable period. So the area of the roadway that is Liberty Drive will peak at a different time that the bank will peak so you won't have peaking traffic at the same time. So that peak hour generator will have still a lower effect being a financial institution than it would if it was a regular industrial use where you had shifts coming on at 8 o'clock or 7 o'clock or leaving between 5 and 6. So those peak hours won't stack up, if you will, at those same times. So I feel that the use of a bank at this location or the addition of financial institution doesn't add virtually impact of use on the lot over and above what any of the approved uses are already on that lot. And I think Liberty Drive can handle that traffic and we don't pose a negative impact to Liberty. And I concur with staff on their recommendations in discussing the traffic engineer's desires. We're not opposed to adding a left turn lane. Right now the curb face to face is 35 feet. We measured it that you would need at least three eleven foot lanes to achieve three lanes plus that turning movement in the middle and we feel it's adequate there but, again, we'll defer to Bill Williams

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when he's back on his feet to his recommendation. And if you have any questions of me, Bernie or Mirwec we'd be happy to answer.

QUESTIONS FOR PETITIONER (1310-PUO-02):

Wells: I just have one. I appreciate your presentation. You explained a lot of my worries. But what's the average daily trips that would increase about if we're starting at 11,800; what more would generate from this project being completed?

Hanson: I know we did the peak hour generated look at what the peaks would be.

Wells: Just for the average 24 hour cycle, the number, I'm just wanting to know what that would be.

Hanson: And I don't have the difference between that and the other uses. We did a study on the peaks because the concern was the peaks. And I can have that for you. And that was the thing, I don't think we're going to have a huge increase over the other uses that could be allowed there. And one of the things that in level of service of traffic that you look at and not so much as in peak generated traffic but when you look at level of service one of the things that gets added in is truck movements and I really didn't get into that. But that's one of the things that the bank doesn't have a lot of semi traffic truck movements where Industrial and other things of that nature do which also cause problems with the turning movements. But on the average daily traffic as a difference from the other averages I don't have that right here.

Wells: I'm not really concerned about the use so much as just the trips of traffic. How about noon to six? You said that was a peak time. Do you have any numbers for that?

Hanson: The peak hour for the bank.....

Wells: But you said noon to six is the evening peak and 11 to 12, what was that?

Hanson: Eleven to noon and then noon to 6.

Wells: Right. Noon to six is what I was.....what are those numbers?

Martin: Maybe we ought to have Bernie come up since this
_____ .inaudible.6:32:41

Wells: Because that was the major issue that we were all talking about at our administrative meeting was just the trips of traffic. Other than that I don't know that the use is a big issue with me.

Hanson: Do you have that graphic, Jackie? Can you project it? P.M. peak?

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Wells: The peak times, eleven to noon and then from noon to six with the two times he listed as peak times. When he was talking about trips of traffic I was just wondering if he had some numbers.

Hanson: The P.M. peak is 98 trips.

Wells: 98 trips?

Hanson: Right. And that's the peak hour. Now that peak hour happens sometime between 12 and 6. So in the studies that they had in the traffic study, the way that they come up with charts and the curves for this, they couldn't determine that, like in a lot of things that, it was noon to one. Or you know like A.M. peak if you look at the hour generated as Light Industrial it's 7 to 9. And peak evening is 4 to 6 because those are when people are showing up and leaving.

Wells: So is that for one hour then or is that for six hours?

Hanson: That's for one hour.

Wells: One hour. Okay, thank you.

Guerrettaz: Scott, if you look at page 5-A of the report – have you got the report with you?

Wells: No, not with me.

Bernie Guerrettaz: Bernie Guerrettaz, Bledsoe, Riggert, Guerrettaz. What Tim's saying is when they measured these traffic counts I look at the peak traffic in hours of time. In the morning what they did is they studied these sites. And at each 6:35 _____ for each one of these data sets – and we just take it strictly off the ITE manual, what they do is they do their traffic counts and then they study where these peak hours are. So when are the largest number of trip ends happening, for what hour? For the morning it's between 11 and 12 on these study sites. The language of traffic generation is confusing. A trip end is two destination points. It's a coming and a going. So when I say, based on what the ITE tells you, that we've got 98 peak trip ends that's about 49 cars. That's what that stands for. So in the PM it's a little bit different. In the study areas it varied. There were peak hours all through the hours of 12 to 6. They had no one hour that they could name as being the hour that had the most traffic. They have peaks but they vary between the hours of 12 and 6. In the morning their study said between 11 and 12 we have a peak, consistent we have a peak. And that peak was 69 cars.....pardon me, 69 trip ends which is 35 cars. So that's the difference. Does that make sense, Scott?

Wells: It helped me out. I appreciate that, thank you.

Martin: 6:36:47 _____ ATD

Wells: _____ the ATD. But at least they explained some of it.

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Irvine: I do have a couple more questions for Tim if I might. Tim, you correctly pointed out that compared relative to other uses that the trips being generated by this project were not as intense as others. I think the issue in the minds of many folks is can this road bear any more traffic? And your comments that there are two more **lower** levels and your comparison to Patterson Drive and others were, at least in my mind, moderately persuasive. And so I think you for that. My second question is the capture of the report. I assume that one of the major motives for the bank wanting this site is to actually capture the traffic going by to pull in new customers for the bank and that, as a consequence, the traffic actually might be a wash because when people would be pulling in they're already there, you indicated that they don't drive across town. Was that the point you were making and did I absorb it correctly?

Hanson: Yes. And that's part of the trip generation that we looked at too was what is a reasonable level of passerby traffic. You have a lot of different traffic on a generator. How much does this location generate? How much is it new traffic? How much of it is traffic that is along the street? And then there's another thing called re-directed traffic which is more in shopping center type things. What's being re-directed from where? But, yes, the reason for pointing that out is the bank being in this location is picking up on traffic in the area and so part of the traffic that would be their generator is already there. And it's picked up off the street and actually added to Liberty Drive.

Irvine: Thank you.

SUPPORTERS: None.

REMONSTRATORS: None.

BOARD QUESTIONS/COMMENTS/MOTION:

Jones: I have a comment. Last week I happened to go to the IU Credit Union that about 18 months – 2 years ago – we okayed them moving to the corner of Jonathan Drive and Gates Drive, I believe. I was at the drive-in. And during the time I was there the traffic was backed up on Jonathan Drive so that no one could come out of the credit union and make a turn to the east unless someone let them in. What that ultimately did was cause a traffic jam in the parking lot. So people were no longer able to get out of the drive-in spots and the traffic was getting backed up way behind the drive-ins. The situation is a little bit different than the one on Liberty because there is a stop sign there. On Liberty there is not a stop sign. But I would be very concerned about people trying to make a south turn when exiting that. And also when I drove past there the curve in the road is people backed up very far in a turn lane. I'm afraid that it just strikes me that that could really be quite dangerous. And I don't know if that could maybe be solved with fewer drive-through's or something like that but it was not a pleasant bank experience.

Martin: Any other comments?

Wells: I just have one. I was looking for average daily trips. I know this is a study but it didn't seem to address what I'm looking for, ADT. I mean I appreciate the explanation but my whole issue is, again, the traffic problem. It's already a D service and there's three other properties,

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according to Jackie, I believe, that can develop out so that means we're just going to keep adding more and more trips of traffic on the road. And listening to what commissioner Jones said I have concerns about that and safety so that's my issue is just the traffic. I'm not really worried about the use, per se, but although use does usually generate certain trips per use. But I don't mind if it's a financial institution or a bank but I'm just looking at the service where we are now and then where we're going to go after if we would approve this. And then there's three other properties we have to consider approving. And we have to do something about the traffic, that's what I'm worried about.

Irvine: Mr. President, I think I would like to make a comment. This is a really difficult question for me and I think when I first heard the petition at the plan review committee I was in favor of it. When I heard it at the administrative hearing I was still in favor of it but I had a real reservation in the back of my mind because of the right of the plant to expand and throw a lot more traffic on that in the future. We can talk about the undeveloped lots. We have discretion about what happens on those undeveloped lots but a plant expansion with the peak hours that Tim described at the top of the day and the bottom of the day to me are of real, real concern. Then there becomes a question of consistency in the way we have treated petitioners in the past and I don't know about anybody else but I like to at least maintain some 6:43:38 of consistency in the way I vote and think about things. The vote on the Quick Lube place by the majority of the planning commission was to prohibit it being torn down and an expanded use and at expanded times for the traffic coming out of there. We killed that project. Then came the medical use across the street. That wasn't a new project and we didn't feel that it would generate that much traffic so we voted to approve that project. But we now have a project in front of us that is more closely aligned, in my mind at least, with the Quick Lube project. It's a new build and it's going to generate more traffic on the area that's already a D and already has a kind of a strange curvature of the road and the railroad tracks and everything at that point. Because I like to maintain some degree of consistency and in spite of the absolute professional job that Bernie and Tim have done I think I am inclined to vote against this project.

Martin: I have a couple of questions for staff. This is an amendment to a PUD, is that correct?

Scanlan: Correct.

Martin: So our decision will be final on this or it goes to the commissioners?

Scanlan: I believe it goes to the commissioners.

Martin: It's got to go to the commissioners because it's an amendment to a PUD?

Scanlan: Correct.

Martin: So that would be the first thing. Is a site plan required after this so that it would have to.....

Scanlan: Yes, so part of their request was that the development plan would be at staff level which.....6:45:22

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Martin: Or that we could get the development plan to come back to us.

Scanlan: Correct. It comes back to you unless you tell them they can do it at staff.

Martin: So the county commissioners would have a chance if this didn't get heard for several weeks for Bill to actually have a chance to look at the report and we could then take a look at it at the development plan stage to see if there were other things that we think might be done to make this a little easier to _____. 6:45:58

Scanlan: Sure. So the county commissioners only have to hear it within 90 days of your decision. And I believe Bill's estimated time is before that, of return, so he would have time to comment I think before they had to hear it.

Thomas: Although it's possible to bring it as soon as the next commissioners' meeting.

Scanlan: Yes, definitely. But if they didn't want to hear it until they heard from Bill.

Martin: That would be up to the commissioners.

Scanlan: Correct.

Wilson: I believe we as a staff are required to certify it within a certain amount of time after your recommendation to the commissioners. And then the commissioners have I think up to 90 days before.....

Martin: Right, what's our time frame? Thirty days, ten days?

Wilson: It seems to me five days.

Martin: Five days?

Thomas: For certification?

Wilson: Yeah. But, again, I'm not totally sure of that. **I know it has a statute....**

Martin: 6:46 _____ certified next Tuesday it wouldn't make _____ for this month.

Thompson: I think Mr. Guerrettaz has another comment if we're willing to hear _____.

Guerrettaz: Just a couple of points of clarification. This site is a little bit different than what the IU Credit site. One of the big things that's happening on this particular stretch of Liberty Road, you know you can argue that a curve makes it very difficult to maneuver but a curve is also used as a traffic calming device on roadways. It's just something that's done. Secondly, there's a light that is just north of this intersection that can be factored into how the traffic goes up and down

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Liberty Drive. Where we're talking about the credit union over by Jonathan Drive, that's a stop sign. You stop and you go, you stop and you go. I went out there today again and the timing of that light can change. Right now it's set for 15 seconds on a red light. It can change to 30 seconds, it can change to 12 seconds, it could change to a minute and a half. It doesn't matter.

Martin: Which side are you talking about?

Guerrettaz: The one that's just right here. There's a signal right here.

Irvine: It's at the entrance of the plant.

Thomas: At the Otis.

Martin: Well, it's Baxter.

Scanlan: It's there on the top left.

Guerrettaz: So there are some variable here that can change based on that load. John, one thing that we've talked about with what this Light Industrial use can do, all we're making a comparison which may be a little bit different from one of the Jiffy Lube petitions, when Jiffy Lube was looked at, and that wasn't my petition, but you just kind of follow this stuff, Jiffy Lube is back here and they were actually part of that petition. I think they were looking at adding a lot. We're not asking to add a lot here. We're not asking to extend an impact on Liberty Drive or anywhere. Right now we've got two parcels. We've got two lots. One of them is an existing lot, manufacturing, which is Merwic who has been there a long time. The preceded anything that happened here because it was done back in 1980. That _____, that plat was done in 1988 and those uses were defined then. So as Liberty Drive has developed that lot was a place holder for some of that traffic generation. Because they didn't go in and build that front and absorb that load they haven't lost that opportunity in my opinion. They just waited until something came along. The numbers in the traffic report for the peaks, those are the critical numbers. Those are the critical numbers that you and I experience every single day when we're driving on a thoroughfare. I'll tell you Tapp Road in front of my office, 15,000 cars on that every day. I wait, I wait probably ten seconds, I make a left turn to go home, to go west on Tapp Road. I go home, I'm happy, I make it home every day. I haven't had an accident. We've got seven trucks that run in and out of there every day. We've got customers that come in. We manage because we're used to it. As we come down on Liberty Drive and we see what's happening down here, if we have a Light Industrial manufacturing facility that as Jackie has _____ placed in here as a warehousing distribution pharmaceuticals, office and computer equipment, those are the things that can happen just like is happening right down here at the bottom of the lot. That was not something that you blessed as this body. You blessed it a long time ago. Staff did a site plan review, they put the building in. **Our lot now** has that exact same ability. I'm not putting that in anybody's face. I'm just saying that that traffic count is there. And that's why when you look at the report what we tried to do is give you a realistic explanation as to what impact it is. When you consider a bank, these aren't my numbers, and that's why we went through and supplied the data because, Scott, I know you know numbers, okay, we supplied the data to reflect what we would expect to see there if we compare Light Industrial use with one of these uses in a bank. And what we found, based on the

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curve _____ and the numbers and it's empirical data, it's not pie in the sky stuff, we found that the net reduction on Liberty from 11 to 12, which is at peak, is going to be 56 fewer trip ends. That's what it is. I didn't know what the number was going to be. I didn't know the number was going to be about half what the trip end is for the bank before we started this but you learn a little bit and sometimes your hypothesis works out. And that's what it was. In the evening in that varied time between 12 and 6 you're looking at 19 fewer trips. Now, I guess I owe Tim an apology because I didn't necessarily study that **ADT** because, again, what we focus on when we're driving a road is that peak. We look at what's happening when we're driving that road. And I discussed this with Jason. There's another point about the level of service D. Because D is close to F doesn't mean it's almost failure. That is the biggest misconception with the level of service on a roadway. If you've got an urban roadway that's a C or above you're wasting public money. You've got too big of a roadway. You are above and beyond what you need to have. People in an urban environment, they need to plan on slowing up at certain times of the day. That why we invested so much money in Curry Pike. Think about Curry Pike. You've got State Road 45, you've got Constitution Avenue. If people get tired of driving Liberty they'll go to the west, go north up Curry Pike, and move on. That's what happens. Traffic **equilibrates**. So that's it. Thank you. Thank you for the time, thanks for inviting me up, Richard, I appreciate it.

Enright: I have a question for you, BG. So what we're being asked is basically for a down zone to a lower intensity use.

Guerrettaz: In my opinion, yes.

Enright: Okay.

Martin: Okay. We have of course then a recommendation of the staff.

Wells: Can I ask one more question? This is the last one. Is there any break mechanism in our planning code by which you get below a certain service you say we're not going to allow any more development until we get the road up to the trips of traffic?

Scanlan: Not that I know of. I know it's been discussed. That may be something people want to do but I don't believe so.

Wells: We haven't done it. Okay, thank you.

Wilson: And frankly one of the reasons we haven't done it is it's really difficult to tie 6:53:43 _____ of service to one particular development. For example, right now somebody could by right move into any place on Liberty Drive and increase the use without us having any control on it just because it's already zoned for that. And they have zoning by right. This is a change in the zone which is the reason they're before you tonight. But that's one of the problems of trying to tie it to individual developments as opposed to the whole corridor.

Martin: Do we have a motion? Anybody want to craft one? Do you want me to make one? What do you want to do here?

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Martin moved and 6:55:40 seconded to forward to the commissioners with a recommendation for approval, subject to the reports of the county highway engineer and the drainage engineer and the following conditions:

That they get approval for the final plat from petition 1309-SVA-07 that gets recorded before March 1 of 2014.

That the use of Financial Services will only be added to the 1.92 acre duly configured Lot A from the final plat amendment of 1309-SVA-07.

That the review of the county highway engineer be completed and that any subsequent conditions of the county highway engineer are to be included in this recommendation of approval.

And that the development plan does come back before the plan commission for approval when it is submitted.

Irvine: I'm going to change my vote, I guess. I found a couple of things persuasive. The stop light is an important factor that we have here that distinguishes it from the IU Credit Union situation. The fact that this is a PUD, which gives us enormous discretion in changing and doing stuff with the use, should really ultimately make no difference since there are other lots along the way that do have an as of right development, it seems to me that we would be penalizing this project simply because it's a PUD. And for that and a variety of other reasons I'm going to vote for this project with a lot of reluctance.

Jones: I am not convinced that the stop light argument – I believe that stop light is there to aid employees who are leaving Baxter. And with that particular purpose possibly I would not be confident that it can be re-configured for a bank when its purpose is to aid Baxter. But because there is a by right development on other lots that could create the same problems, or maybe even worse, I guess I will vote for this, in favor, yes.

Thomas: I'm going to have to vote no. Thank you.

Wells: The issue with me is the safety, the traffic and the trips of generation on the other three lots which I'm worried about so I'm going to stick to my guns and vote no.

The motion on petition 1310-PUO-02, outline plan amendment, for a favorable recommendation to the county commissioners carried 6-2 (Thomas, Wells).

1310-ZOA-04 Monroe County Zoning Ordinance Chapter 807 Revisions: Illuminated Signs.

BOARD ACTION: Martin introduced the petition.

STAFF ACTION:

Wilson: We discussed this quite a while. It turns out that under our current ordinance illuminated signs, internally illuminated signs, are not allowed, clearly. What this ordinance does is create two separate definitions. First of all, what equates a definition for internally lit signs. Secondly, it creates a definition for thermally lit signs. It then sets forth development conditions by which you

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can have both internally illuminated and externally illuminated signs. And I do want to note that at the work session there was an amendment to the externally lit sign which is 807-6-A2 which reads as follows. And it's really just a re-wording of the original paragraph: "Externally illuminated signs are permitted. However the source of light for any externally illuminated sign may only be placed at the top of the sign, directed down toward the sign face, must be shielded from view of oncoming traffic and must be shielded and directed so as to not shine into any residential use. No other external illumination is permitted." So that's what 2 should read. And that was a change just made at the administrative session. Other than that the sign 7:00, the amendment's the same as before you. It really does not change significantly what we have in the past other than make it clear that illuminated signs internally are permitted and clarify which is which. We were in a situation where we had signs such as the signs on Wal Mart, CVS and other places that were questionable legality under the ordinance. And we also think internally illuminated signs are probably more aesthetically pleasing than signs with flood lights, at least as far as keeping the light on the actual building and not going onto neighboring properties. So we're asking for a recommendation to the county commissioners to amend the ordinance with these changes. I will note that in the packet we have enclosed the entire sign ordinance just for reference. It clearly is pretty well out of date. And we do have some additional things we need to be dealing with such as digital signs, probably getting a clearer picture on animated signs. We don't have a clear definition of that. **I think where it's clearly** prohibited now but we don't really distinguish between a digital sign where just a gas price changes occasionally and an animated sign such as in the bank in Ellettsville which is like a TV show going all the time. So we need to modernize this section as the ordinance is reviewed.

QUESTIONS:

Thomas: It seems like we've seen this five or six times already.

Martin: What prompted this was a series of permits that had been requested recently. Did you go back and talk to any of those permit holders about whether or not these new definitions would be a problem for them? _____ others coming forward?

Wilson: I think everybody is okay with this. For one thing this is the Bloomington definition as well for both externally illuminated and internally illuminated signs so that means we're consistent. When sign companies come in or retailers come in we will have the same definition so they'll know what we're talking about. And that makes sense given just the proximity of city and county zoning in very close areas in the commercial areas. So this will be consistent. It really has been a problem with inconsistency where sign permits were issued for some...but I think it's basically a question of consistency. And, frankly, modernizing our signs because most signs are the internally illuminated signs. Most of the signs are going to LED which is a good thing as far as saving energy and reducing glare.

Martin: That will be an interesting question when they start lighting them and they want LED to be the thing that we see rather than the offset light. Thank you.

Enright: Well, you've probably gone over this multiple times but just with the intensity of the internal signs, our other light provisions have put restrictions for foot candles.

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Wilson: The prohibition against light extending over adjacent properties will still be in place regardless of the source of the light.

Enright: There are similar protections?

Wilson: Right. I mean nothing changes in that regard. It's just probably going to be easier for people to meet it with an internally illuminated sign rather than a flood light shining down. At least that's what they tell us. There's less ambient light being directed off site.

RECOMMENDATION

Approve the proposed Zoning Ordinance changed to Chapter 807 of the Monroe County Zoning Ordinance.

Enright moved and Jones seconded on petition number 1310-ZOA-04, revisions to Chapter 807, Illuminated Signs, to forward this with a positive recommendation to the county commissioners based on the staff's findings.

Thomas: And you included those _____ 801 definitions as well, right?

Enright: Yes.

The motion on petition number 1310-ZOA-04, amendments to Monroe County Zoning Ordinance, Chapter 807, Signs, with the amendment read into the record tonight carried unanimously.

PUBLIC COMMENT: None.

Wilson: I will note for the public that I announced that vote as 8-0.

REPORTS:

Planning/Wilson: We have several reports tonight. First of all we have an updated calendar that I will distribute. The meetings have grown so large that we've gone to 11 by 17. And I think the colored schedule needs to be adopted, the multi-colored, rainbow schedule. And I will note that in January there are a couple of meeting changes because of holidays. The BZA will be meeting on the 2nd since the Wednesday date is on the first and we are closed. And then the Historic Preservation Commission will be meeting on the 13th as opposed to the 20th which is Martin Luther King, Jr. Day.

Martin: This represents a fair amount of effort on the part of the people who take this on. At a minimum you're doing two to three to four meetings a month now on the plan commission. What else do you have?

Wilson: Are we okay on the calendar?

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Martin: Do we need to approve it?

Enright moved and Jones seconded to approve the 2014 Monroe County Planning Commission Meeting Schedule as submitted.

The motion to approve the 2014 Calendar as submitted carried unanimously.

Wilson: I do want to note in regard to the meeting, Jerry Pittsford is leaving the plan commission and I did want to recognize the service he has given, in **abstentia**, and also note that he is currently the plan commission's representative to the board of zoning appeals. And as a result as soon as we can get an appointment the better because right now we have no representative from the county council. So this gets us down to three which means that everybody has to be in attendance and also vote unanimously for hearings to be granted.

Martin: Regarding the timing, do we have to wait, since there is no more BZA meeting this month, do we have to wait until January first before we could appoint somebody to the BZA?

Wilson: I'm not sure. I think that's the way it's been held in the past. And Scott also, Scott has to be re-appointed by the county commission since he filled a seat that was vacated.

Martin: How we've handled these things in the past until they are replaced they're still in there. **So it's our problem** getting Scott to the BZA meeting in January. Perhaps Jerry will attend but I doubt it. I don't think he's being re-appointed. He doesn't want to be re-appointed to the plan commission, I know. But he should be able to serve at that _____ . 7:11:41

Thomas: He can proceed until another appointment is made. Absolutely.

Wilson: So we can let him know that and make sure we have enough people at the BZA meeting.

Martin: Right. So you can get your people that you need at the BZA meeting in January. And then in January we can start dealing with the other appointments, et cetera. I will note that there are two potential vacancies on the plan commission. One of them needs to be filled by a member of the Republican Party, probably, because we will be down to one representative of the minority party.

Thomas: It has to be a minority party, not necessarily a Republican.

Martin: It has to be a minority party member, not necessarily a Republican, but it has to be a minority party member. That appointment is open at this time. And then we will also have openings on all of our committees for plat, for PRC. Are there going to be openings on historic preservation as well?

Scanlan: We still have one opening if anyone is interested.

Martin: So we are going to have openings for people who are interested in participating. And I would encourage people to think seriously about doing so. For those of you in the audience, as

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you may have realized in the last couple of meetings, the things that we do do make a difference in how the community grows and develops. And we try and deal with some often very thorny issues and we could use good assistance in doing that.

Wilson: And if you are interested you can go to the county web site and I believe there's actually an announcement on the home page about these openings and you can actually fill out an application on line.

Thomas: On the commissioners' page there is a board and commissions link and from there you can find an application. But we'd like to get those in as soon as possible to the commissioners' office. They can be submitted via email and we encourage people to do that. As for the committee appointments, those have to be sent through the planning department.

Wilson: So if you're interested in either the plan review committee or the plat committee let the planning department know. Next I would like to introduce Valerie Seeton, our newest member of the planning staff, our zoning inspector. And she sent out a report to you and has a summary of enforcement efforts to date.

Seeton: **DIFFICULT TO HEAR.....** Hi. Well, the focus of the past quarter has been really 7:14:35 _____ our analog or paper copies, our case files, into a digital data base. And the goal and intent behind this is to make it more efficient and of quality. I'm hoping that what this will provide is if anything goes to Legal we'll be able to get those case documents together faster. And then we can potentially see more trend and what are _____ right now. What we have so far is we have currently 34 cases that have been started between the months of September and November with 32 active cases which are remaining cases that are still open. And we've accomplished 68 site inspections. With these site inspections what I'm hoping to do is expand it from just simply clicking a photo and driving away to actually talking to each of the homeowners and educating them on what our zoning ordinance is and how they can best be in compliance so that we can have better relations with them. And we've closed 46 cases between the months of September and November. What we hope to accomplish for the future is to include surety bonds and specifically on erosion control and public improvements and trying to get those released in an efficient manner. And we've already started sending out some letters to the people to try to get these released. Also what we hope to do is give you guys a better scope of what we're doing as far as enforcement letters that are being sent out, fines that are being issued, the number of complaints and the specific types of complaints that are coming in, just so we can have a better picture of what's happening in the county. And then, finally, too, is to expand this position further so that we can help the planners which are immensely busy right now. So whatever the zoning inspector can do to alleviate some of that pressure for them and get the public better educated as far as the variance **and _____ PUD's and all the processes with that**, the easier it will be for them.

Martin: I've got a question for you. What percent of the cases that you are resolving result in the application for a permit that somebody didn't get when they did whatever they ended up doing as opposed to violations that can't be remedied, that have to be mediated in some other way?

Seeton: I don't have those numbers in front of me but I can certainly get that information for you.

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Martin: Just a ball park idea?

Seeton: It's low. However, since I've been here I've been looking up **EGIS** the different sites that have residential accessories, for example and seeing that there are places that don't have permits and we've been getting them issued. Just today we had one on a residential accessory and he came in and paid for the permit. But I can't give you a ball park number – maybe about ten.

Martin: Alright.

Seeton: But that's expanding now that this is getting more organized with our previous cases.

Wilson: I would say, and this is just really observational, but since Valerie has been here and gotten on board it seems to me the number of improvement location permits for these kind of issues like accessory structures, garages and so on have gone up. We seem to be busier with that. We have more people asking questions about fences and solar panels and satellite dishes and other home based uses and so on. I think once you start getting out it builds on itself. People realize that, yeah, they better ask or they better get the permit. So I think that does help. And, as you can tell, Valerie has been very proactive. It's going to be really useful to have this feedback loop. Because it's not just a case of enforcement; it's also to find out where we have rubs in the ordinance, where the ordinance may be outdated, doesn't make sense any more, needs to be changed. So it's really nice to have a full time inspector going out and going after this but also being involved in the day-to-day planning.

Seeton: In the next report I can include those numbers for you though.

Wells: I have a couple of questions. Valerie, I appreciate this summary report. It's all about enforcing what we have. And when I read your first one, the bullet, becomes a violation if the complaint cannot be mitigated on the spot, does that mean somebody goes out, actually physically goes out, to the site. When you say on the spot, is that what they do?

Seeton: On the spot would be typically complaints I receive either through letter, a call or a walk-in. So on the spot would be if the person who's complaining right there doesn't fully understand what it is to be compliant with a certain issue. Then I explain that to them. And then they see it's actually not a violation or I handle that on the phone. So it's pretty much before you go out on a site inspection.

Wells: Okay. And they once you go out on site do you take pictures?

Seeton: Yes. There's always documentation.

Wells: Do you know where we are on 1740 East Holly Lane, on that one? Did you take pictures of that?

Seeton: Yes, we've taken extensive pictures on that particular project. And we've also met with Army Corps of Engineers and DNR and we have a better scope of what they are wanting us to do.

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Let me re-phrase this. We're getting on the same playing field as what we need to do and what they want accomplished and we will be working with David Schilling on getting an agreement.

Wilson: We also have requested from Mr. Carmin, the attorney for the property owners, copies of any contracts, invoices and so on with the contractor who did the work. So that will give us an idea of sort of culpability. I will note that, based on our inspection, it appears that most of the cutting was done on the federal property, at least the recent cutting was done on the federal property.

Thomas: Just so the public knows we're talking about the tree cutting on the property on Lake Monroe.

Wilson: Right. The tree cutting on Lake Monroe.

Wells: I would like to, if I may, just show a few brief pictures of that. Could you please bring that up, Jackie? Because I do think our planning group here should make some decision on what we're going to do on this particular one. 7:21 flagrant but I just want you to see a couple of pictures that I took. And I didn't present it last November, last meeting, because I thought we were in too big a hurry but this is just a quick run through, just quick pictures. Obviously this is where you're looking straight up there and that's the pine grove area close to it and this is the property in question. I'm looking directly east there on the shoreline and this is where I started seeing some clear cuts. And I thought this was the Army Corps of Engineers because this is their property. Go to the next slide. And I'm looking up. You can clearly see that I'm standing below the fee take line of 558 feet. That's looking up the slope. And the question is, as you go up there, are they cutting for a view or are they cutting for logging? But it looks to me like they didn't take all of the logs out, for one, and since it's about an 18 acre site they could have cleared a lot more of those trees out. So it's clearly looks like they're trying to make a view for their look up there at the top of the ridge there. Keep going. And that's going up the hill. I'm guessing it's about four acres they cut out, maybe more. Next picture. Now that shows the length of time. That looks like about a six month, when you look at the oxidation of that, so you didn't get an ILP for six months, potentially, and I look at the ordinance you can go up to about \$300 a day for not having the ILP. Next slide. There's another picture of some of these trees. They're a good size. Some of those were taken out. Next slide. That's getting close to the top of the ridge. Keep going. And that's almost at the top as you're looking out and there's no cuts anywhere on any of those slopes except this one. Next. That's the very top. And that's on the flat area where they're building a house. And the last one is to show you the address. And all I'm asking if that this commission, we need to make a decision, I think, believe it or not, fining does get people's attention. And as we've done in the past, we've enforced the ordinance. And I think it's great that you're taking pictures. I've never seen any because I wanted to see some pictures. I would be glad to submit those for the record if you'd like them. Thank you.

Irvine: Would you describe the surety bond process that you're working with?

Seeton: Yes, I'm sorry. How it works is initially if a commercial site doesn't have all the funds available for them to pay for working on erosion control, for example, they make an agreement with a bank and it's a two year agreement and there will be X amount of dollars. And how they

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get that bond released is they **make** those improvements. So by going after these erosion control surety bonds on these public improvements it's stabilizing sites and then it's also finishing up the roadways for maybe some of these zombie subdivisions that you see around the area. So it's ultimately _____ 7:24:49

Irvine: So it's commercial rather than individual complaints that you're working on and you're working on bonds that we are in possession of.....

Wilson: These are basically bonds that were filed with final subdivision plats _____ sell lots prior to the completion of all improvements. And I think we've talked about this in the past about the amount out there. We're in the process of inventorying all the subdivisions still. We're working with highway because they end up with a lot of the final inspections. And the storm water group as well as far as the release of the bonds. I think the main thing is just to get these subdivisions wrapped up because the longer the wait, the less likely they're going to be finished. So if we keep them on a time frame, and make sure they are doing what they said they would do within the time frame, by, frankly, the threat of cashing their bonds that is going to get a lot more of these subdivisions done.

Seeton: The goal, specifically, with the erosion control bonds, is to get an agreement with people who have the bonds established during the wintertime so that in spring they can implement it by seeding and stabilizing. And what they are requesting from them is that they give us a schedule of their plan for the stabilization of their sites. Most of them the deadline is _____ 7:26:22 _____ acres.

Irvine: Thank you. I was wondering if, with a new inspector, we might have a whole new bonding program that extended to individuals and other sorts of compliance and I just wanted an update. Thank you.

Thomas: I also thank you for your report. It's really helpful to know what's going on; it really is. And thank you for adding the term zombie subdivision to my lexicon because I think that is so appropriate. Yeah, that was really good, thank you.

Wilson: And given the graphics and style of her report I may have her work on my reports.

Irvine: What a wonderful ideal.

Wilson: Because they seem to be a little more professionally done. Just a list.

Seeton: My question for you guys, is there anything specifically, since you did say that it helped you, is there anything specifically that you would like to know or know more about for the next report?

Thompson: It might be good to know which chapter the violations are associated with.

Wells: That's a good idea.

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Thomas: If it's something where we're getting repeated violations, if it's an issue or we need to re-write an ordinance or we need to have a public service announcement during our plan commission meeting, then maybe that would be appropriate as well which would help minimize you going after the same violations over and over again.

Irvine: I hate to add to your workload but I personally would really like to see a list of all those surety bonds that are out there, how delinquent we are in foreclosing on them and what the prospects are of getting the work completed with the bonds we've got on file. That's an enormous task. If you can't get to it don't worry about it but it would be helpful information.

Scanlan: For the bonding, I don't think – we don't have delinquent bonds. Toby Turner at the highway department kind of helms staying on top of those and getting them renewed. But it really is something that we should be more involved in. So I know Jason has been very involved in it, the assistant director, but it's just one of the million things he's doing. So he's bringing her more into that so that it can be a process. It's not like, oh, this bond's about to expire in two weeks and then we get a real amount from them and then renew it.....

Irvine: 7:28:51, Jackie, that has not always been the case in the past, quite frankly, we **leave** to learn.....

Scanlan: So I think they've been on top of it pretty well. We have a current list I can send you.

Wilson: And, frankly, under the ordinance, subdivision ordinance, we don't have to take a bond for final improvements. We can say, sorry, if you want to sell lots you complete everything and then you can start selling lots. And quite frankly, given the experience of the last few years, I think that's a good route to go that if we ever get another major subdivision that we say, okay, fine, finish it and then you can sell lots. That way they won't have to do a bond and people who buy lots will know that they have public streets and access to public services.

Martin: The down side of that is that when they do that and turn it over to us and then they take in the big trucks to build the homes then we've got to bring the roads back up to a particular standard for that 7:29:48.

Wilson: We know. And that's something.....

Martin: There is no good solution to this problem.

Thomas: And I actually think Bill has a map of all of the bonds that are still standing so that might be even better than a list for you.

Irvine: That would be wonderful.

Thomas: So I would check in with the highway department too.

Irvine: Part of the reason that I asked is that the people who live in these zombie subdivisions and have no idea and they can't seem to figure out what's going on because we don't know what's

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going on. So to the extent that we can get that and perhaps get it on-line would be reassuring to the public.

Seeton: What might be better with having the list though instead of the pictures is it will show what type of surety bond it is instead of just _____ 7:30:42 _____ surety bond.

Irvine: Valerie, I'm sure you have plenty to keep you busy and I don't want to just burden you with this but it's been a festering problem in this community for 15 years or more.

Seeton: Well, we can gather that information for you.

Irvine: Thank you.

Wilson: The other thing I have on the agenda is the contract with MKSK. We had an executive committee scheduled, we did not have a quorum. We are still waiting changes from MKSK. And Dave Schilling and I, are working on revised contract language. The difficulty is that this has to be approved by the plan commission and approved by the county commissioners as well.

Irvine: By the end of the year?

Wilson: By the end of the year. And so we're _____ time frame.....

Thomas: It needs to be on the agenda submitted by the 23rd noon, I believe.

Martin: We have been told _____ 7:31:47 _____ at the latest, 19th I believe.

Thomas: 23rd, noon, seems to work but what do I know? The other thing is that we can continue, since you don't have language yet, we could continue this meeting, ostensibly, to later in the week and have a plan commission meeting surrounding this contract approval.

Wilson: Dave and I are __ 7:32:12 _____ tomorrow to wrapping up our side of the language. And basically their language is and architectural contract, frankly, and we're going to substitute our language and put it into a formal contract form.

Thomas: When could it be done? Are you planning on being done tomorrow? Are you planning on being done Thursday?

Wilson: We're hoping to be done by tomorrow. I would say no later than Thursday by noon so we can get this out. We could do a tentative meeting time if possible and then if it falls through, it falls through. I mean as far as we'd let people know.

Thomas: If it falls through then what happens?

Wilson: Well, it is falls through basically the money reverts back to the general fund.

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Thomas: Exactly. So we can't let it fall through. That's not an option. I'm just telling you, it's not an option. We want this to happen; it's not an option. So if we made the meeting on Friday which I know is bad for everybody, it's bad for me too, but if we made the meeting on Friday then that would allow time for even the executive committee meeting to happen or to review the material before the plan commission reviews it, perhaps. I don't know. I'm just thinking you know we should go with worst case scenario.

Wilson: _____ by say Friday at 4 or Friday at noon. What?

Martin: Alright. At the present time the vote that we took originally, this could be executed by the executive committee. With the executive committee's decision, bring it back to the full plan commission so they can look at it before the executive committee voted on it. I don't think it's ready to go and I won't sign it, I can tell you that, not in its present form, despite the fact that I've tried on several occasions to get it put into a decent shape. Trying to get five of us together on Friday is going to be very difficult too and we will have to get it done by then. I don't think the commissioners are going to just pick this up and say, okay, if we have it on their agenda and they have never looked at it.

Thomas: No. It would be sent out by the end of the day Friday. It really should.

Wilson: I agree with you, that was our goal too.

Thomas: And I can have an initial discussion about it tomorrow and they all know it's coming up. It's not going to be a surprise. But I can't have a discussion about it because I have a contract that doesn't look like it's worth anything. Honestly, I am shocked that a company that wants this much business from the county, even Monroe County, is unwilling to write a contract that works. I don't understand.

Martin: I don't think _____. They haven't been asked yet.

Thomas: Then it's our fault for not getting a contract out. What have we been waiting for?

Martin: Good question.

Wilson: Well we did go through the process of having input from Tech Services, Dave's been reviewing it and I tried to get material back to them, as far as the comments, but we haven't heard anything from them since as far as the work plan.

Thomas: Absolutely embarrassing.

Wilson: I agree with you.

Jones: So are we going to see if people are available for a meeting on Friday?

Martin: That's the first thing. Do we have five people who can commit to being at a meeting on Friday afternoon, three o'clock?

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Irvine: I'm seeing seven.

Martin: So if we get a motion to continue this meeting to 3 o'clock Friday afternoon. We'll have to locate a place. We can do it then.

Wilson: Would you prefer to do it at the Showers' building?

Martin: We can do it at the Showers' building.

Wilson: Okay, we will post a notice tomorrow morning as soon as we can verify the room, probably 100.

Wells: What's the date, this Friday or next Friday, the 20th?

Thomas moved and Jones seconded to continue the meeting until 3 o'clock on Friday, the 20th, in the Showers Building. Information will be posted at the planning office door.

Irvine: Before we can vote on that I would like a request if at all possible for the executive committee to physically meet and discuss the contract. If that can't be done.....

Martin: For them to have a meeting we've got to notice it. We can do a continuation of this meeting without noticing it and we're not going to have.....

Wilson: 7:37:24 notice it tomorrow.

Martin: We could notice the meeting early?

Irvine: I just think it would be beneficial.

Wells: Well we had a meeting today and two people weren't there so the executive committee _____.

Irvine: The executive already arrived at some preliminary decisions and we can pinpoint any areas of disagreement that exist with executive committee that will let us do our work much more efficiently than if we just go in and start batting things around. I understand the limitations and I don't mean to be obnoxious but I really think it would be helpful.

Thomas: That's a great idea, John.

Martin: 7:38:02 letter Friday afternoon. Whatever is done you're going to have to approve or not approve. We're not going to make substantial changes at that point in time.

Irvine: I agree but we can make a more intelligent decision about what we're doing, Richard, if you guys have already refined the issues for us.

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Thomas: but that would have to happen before Friday.

Wells: It has to be Wednesday or Thursday and today we had two people weren't there. Lee and I were there but, I mean, we've got to have the team there or we're not going to get it done. And I hope if we're going to do it that Thursday or Wednesday we're going to have to have the executive committee show up this time.

Jones: I don't think we can do it Wednesday because it won't.....

Martin: 7:38:47 on Thursday. Friday would be the soonest we could meet.

Jones: We could meet before the plan commission meeting.

Irvine: . Pinpoint the areas of..... There might be no areas of disagreement within the executive committee which would be wonderful. But in the event that there are I'd like to have those pinpointed so we can think about it.

Thomas: That would be incredibly useful.

Wilson: Well, the other thing is as soon as David and I can get this language together we'll send it to you. And hopefully we can get it in the form where it is not questionable.

Martin: There's still a lot of work to do on this to make it acceptable and I talked with you about it the other day. Things aren't changing so.

Thomas: It's just so incredibly frustrating to finally have the council approve this long-awaited consultant's money that 7:39:41 be done forever, obviously. And finally the council approves it. I know Lee Jones worked really hard on that to make that happen and now we're at the point where the whole thing, either we get a bad deal or it disappears. I won't agree with that deal either and I don't think anyone else will up here. So I have a feeling we're going to lose out and that's a huge mark against this plan commission, the planning department and the county if we lose out on this.

Martin: Not good. Okay, so we have a meeting continued. We have to take a vote on continuing the meeting.

Irvine: Continuance, yes.

Martin: We have not done that yet. It's been moved and seconded.

Irvine: We moved for continuance and it was seconded and then I side tracked it with questions. I'm sorry.

Martin: And you side tracked us. So would all in favor of continuing the meeting to Friday at 3 o'clock in the Showers' building, notice to be posted on the plan department office door, please signify by saying aye. All opposed same sign.

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The motion to continue the meeting to 3 o'clock Friday carried unanimously.

Scanlan: Is the executive committee going to meet on Friday?

Thomas: I would post the meeting. You don't always have to _____.

Martin: Yes.

Scanlan: What time should post?

Martin: Are you available, Scott, at 3? Earlier?

Wells: Yes. Name the time, I'll be there. Will you be there?

Martin: Everything is being done.....

Wells: Okay. Well, we were waiting for you, Richard.

Wilson: Will 2 o'clock on Friday be okay for them for the executive committee?

Martin: Two o'clock?

Thomas: One.

Wilson: One o'clock? Okay.

Wells: One o'clock Friday for the executive committee, is that what you're saying? I'm putting it in my schedule right here.

Martin: And I'll see who I have to tell that this takes priority.

Wilson: So we're continued until then.

Martin: Anything else we're taking care of today?

Wilson: I have nothing else.

Martin: No one has anything else. David is not here.

MEETING ADJOURNED AT 7:43 _____ p.m.

President

Secretary

DRAFT

Richard Martin, President

Larry J. Wilson

ORDINANCE # 2014-10

To Amend the Monroe County Zoning Ordinance Definitions and Sign Chapters for Internally and Externally Illuminated Signs: Chapters 801 and 807

An ordinance to amend the Monroe County Zoning Maps which were adopted December 1996.

Whereas, the Board of Commissioners of Monroe County, Indiana, passed a zoning ordinance and adopted zoning maps effective January 1997, which ordinance and maps are incorporated herein; and,

Whereas, the Monroe County Plan Commission, in accordance with all applicable laws, has considered the petition to amend said zoning maps;

Now, therefore, be it ordained by the Board of Commissioners of Monroe County, Indiana, as follows:

SECTION I.

Monroe County Code Subsection 801-2 shall be amended to add the following two definitions:

Sign, Externally Illuminated: A sign that is illuminated by an external source of light intentionally directed upon the sign face.

Sign, Internally Illuminated: A sign whose light source is either located in the interior of the sign so that the light goes through the face of the sign, or which is attached to the face of the sign and is perceived as a design element of the sign.

SECTION II.

Monroe County Code Subsections 807-6(A)(1) and 807-6(A)(2) shall be, and hereby are, amended to read as follows:

(A) Illumination:

- 1. Internally illuminated signs are permitted; however, the source of light shall not be visible from or directed into any residential use or toward any oncoming traffic. Signs which direct attention through the use of flashing, intermittent, or strobe effects are prohibited*
- 2. Externally illuminated signs are permitted. However the source of light for any externally illuminated sign may only be placed at the top of the sign, directed down toward the sign face, must be shielded from view of oncoming traffic and must be shielded and directed so as to not shine into any residential use. No other external illumination is permitted.*

SECTION III.

This ordinance shall be in full force and effect from and after its passage and adoption by the Board of Commissioners of Monroe County, Indiana.

Passed and adopted by the Board of Commissioners of Monroe County, Indiana, this 21st day of February, 2014.

SO APPROVED AND ADOPTED by the Board of Commissioners of the County of Monroe, Indiana, this 21st day of February, 2014.

BOARD OF COMMISSIONERS

AYES

NAYS

PATRICK STOFFERS

PATRICK SOFFERS

IRIS KIESLING

IRIS KIESLING

JULIE THOMAS

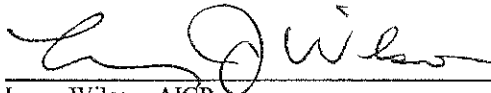
JULIE THOMAS

ATTEST: STEVE SAULTER, Auditor _____

CERTIFICATION

I, Larry Wilson, hereby certify that during its meeting on December 17, 2013 the Monroe County Plan Commission considered petition #1310-ZOA-04 for an amendment (Ordinance #2014-10) to the Monroe County Zoning Ordinance and made a positive recommendation to approve thereon, based on the findings, with a vote of 8-0.

This proposed amendment is being forwarded for your consideration pursuant to I.C. 36-7-4-605(a).



Larry Wilson, AICP
Planning Director

2-19-2014

Date



**MINUTES
MONROE COUNTY BOARD OF COMMISSIONERS
MONROE COUNTY COURTHOUSE
JUDGE NAT U. HILL III MEETING ROOM
BLOOMINGTON, INDIANA
January 24, 2014**

I. CALL TO ORDER

This meeting was called to order by Patrick Stoffers.

II. PLEDGE OF ALLEGIANCE

III. PUBLIC COMMENT

NONE

IV. APPROVAL OF MINUTE

A. December 13, 2013

**Kiesling moved to approve with corrections. Thomas seconded.
After a call for public comment, motion passed by unanimous voice vote.**

V. APPROVAL OF PAYROLL AND CLAIMS

Total Amount: \$7,113,491.09

Kiesling moved to approve. Thomas seconded.

(Steve Saulter, Auditor) I ask that you approve the following vendor claims of \$5,677,486.19 and payroll and payroll related claims of \$1,436,004.90. The bulk of the vendor claims is \$2.3 million that goes to the monthly COIT, which goes out to the local units. We paid out \$1,449,310, which is possibly the last of the aviation construction project. We also had the semi-annual Showers building lease payment of \$950. That's the bulk of the \$5.6 million.

VI. REPORTS

- A. Weights and Measures Monthly Report – December 16, 2013-January 15, 2014**
- B. Clerk of the Circuit Court Monthly Report – December 2013**
- C. Treasurer’s Monthly Report – December 2013**

Kiesling moved to accept the reports. Thomas seconded.

After a call for public comment, motion passed by unanimous voice vote.

VII. NEW BUSINESS

- A. Resolution 2014-4: A Resolution by the Monroe County Board of Commissioners Opposing HJR-3, a Joint Resolution by the Indiana General Assembly to Write Marriage Discrimination into the Constitution of the State of Indiana**

Kiesling moved to approve. Thomas seconded.

(Thomas) A resolution by the Monroe County Board of Commissioners opposing HJR-3, a joint resolution by the Indiana General Assembly to write marriage discrimination into the Constitution of the State of Indiana.

Whereas, the members of the Monroe County Board of Commissioners took an oath to support and defend the Constitution of the United States and the Constitution of the State of Indiana; and

Whereas, the Fourteenth Amendment to the Constitution of the United States, Section 1 reads as follows, “All persons born or naturalized in the United States, and subject to the jurisdiction thereof, are citizens of the United States and of the State wherein they reside. No State shall make or enforce any law which shall abridge the privileges or immunities of citizens of the United States; nor shall any State deprive any person of life, liberty, or property, without due process of law; nor deny to any person within its jurisdiction the equal protection of the laws”; and

Whereas, the Indiana Constitution, Article 1 Section 23 reads as follows, “The General Assembly shall not grant to any citizen, or class of citizens, privileges or immunities, which, upon the same terms, shall not equally belong to all citizens”; and

Whereas, in addition to its negative impact on quality of life, HJR-3’s ban on same sex marriage shall likely impede Monroe County businesses in their efforts to recruit employees and signals that Indiana is a state that is neither open or welcoming;

Now therefore, the Monroe County Board of Commissioners, recognizing discrimination in all its forms has no place in our society, publicly declares our opposition to HJR-3 and any other punitive acts, laws, orders, and regulations designed to restrict and deny the equal protection of the laws for same-sex couples by the Indiana General Assembly.

Passed this 24th day of January, 2014.

(Thomas) I am so glad we are doing this, I'm so ashamed of our state legislature. I was proud to be a part of the program last night at the Pride Film Festival. I appreciate that moving forward with this.

(Kiesling) As a naturalized citizen, I heartedly support this and have supported this activity for a number of year. My parents brought me to the United States because of the freedoms, the liberties, and the opportunities that are here. I hope we move forward and that the rights things are done in the general assembly and in this country.

(Stoffers) A little while ago, we stood and faced the flag and recited *The Pledge of Allegiance* that ends with the words, "...with liberty and justice for all." It's clear to me the general assembly has forgot that and perhaps they should go back and think about those words and take another look at the two provisions Julie cited in the US Constitution and in the Indiana Constitution. If they would do that, every act to the plain meaning of those passages they would drop this thing and move on to more productive things.

(McKim) Good morning, Commissioners. With this action, Monroe County Government now joins the City of Bloomington, Indiana University, The Greater Bloomington Chamber of Commerce, and countless numbers of our community of all political persuasions in opposing this piece of despicable legislation. It is un-American and immoral to put civil rights up to a popular vote and I'm proud of my community for taking a stand. Thank you very much, Commissioners.

(Unidentified Female Speaker) My wife and my son and I just want to thank you for bringing this forward.

After a call for public comment, motion passed by unanimous voice vote.

B. Ordinance 2014-2: Amendment to MCC 433 - Violations

Kiesling moved to approve. Thomas seconded.

(Dave Schilling, County Legal) This ordinance will amend our contractor licensing provisions in the code. In Monroe County to engage in businesses in electrical contractor, you have to be licensed by the building commissioner. To engage in plumbing contracting or as a journeyman plumber, you have to be licensed by the state and registered in Monroe County. It has been unlawful for many years to engage in those activities without the licensing or registration. There has never been a violation provision in the code specifically addressing that. This ordinance adds a violations

provision that makes it a Class A ordinance violation to fail to comply with the licensing and registration requirements and that authorizes the court to enter a fine of up to \$2,500 for any violation. The building commissioner e-mailed me this morning and stated he is in favor of this.

(Kiesling) Did his advisory board look at this?

(Schilling) I do not know.

(Kiesling) He has a licensing board. Maybe it would be helpful that they are informed.

(Schilling) This is something that Jim brought up several months ago. I think it resulted from discussions with the licensing board, but I'm not completely sure.

After a call for public comment, motion passed by unanimous voice vote.

C. Ratification of Cyclical Reassessment, Etc., Appraiser's Service Contract

Kiesling moved to approve. Thomas seconded.

(Dave Schilling, County Legal) The state allows counties to do cyclical reassessment if the assessor prepares a cyclical reassessment plan and it's approved by the state. Assessor Sharp has done that and obtained that approval. Cyclical reassessment is a process whereby the counties are split up into quarters and you do 25% of the properties every year. Assessor Sharp solicited bids and received one bid from Nexus Group, which was presented to you last week. We did not have a contract for prepared last week. Although, the contract that we have to use on this is one that is approved by the state and you can't deviate from it. Therefore, we now have the bid and the contract state form synched and prepared and ready for your signatures.

We had discussions last meeting about the actual contract amount. The contract amount for the cyclical reassessment is about \$805,000. There is also annual activities are going to cost \$150,000 a year. That's for the ratio studies, new construction, trending, and so forth. The total amount of this contract over a four-year period will be \$1,405,000.

(Stoffers) Thank you for clarifying that, David.

After a call for public comment, motion passed by unanimous voice vote.

D. Ordinance 2014-3: Mirwec PUD Outline Plan Amendment One

Kiesling moved to approve Ordinance 2014-3. Thomas seconded.

(Jackie Scanlan, Planning) The request before you today is an outline plan amendment to add one use financial services to one like in the Mirwec PUD at 701 S Liberty Drive. This area is the comprehensive plan and is in the Bloomington Urbanizing Area. The

designation for this location is employment. The petitioners are going through process of a final plat amendment. The property owner lives out of the country and only comes in every few weeks, and that is why it wasn't recorded previously. The actual size of the parcel is 1.92 acres and it is undeveloped. Across the street is the former Crystal Pure. Immediately south of the property is a rail bed. Plan commission recommended approval with four conditions based on the finding of fact and the highway drainage engineer's reports at their December meeting with a vote of 6-2. The conditions are they would record the final plat before March 1 and clarification that the use is only for this one particular lot; that the development plan comes back to plan commission; that if Mr. Williams had any comments they would agree to do them because he was out at that time and they did agree to do it. Mr. Williams has since been able to work the petitioner and what they have come up is a left turn in lane addition coming from the north; and then there would be a left turn lane in to the former Crystal Pure site so this is what the fourth condition amounts to. Staff recommended approval as well.

(Thomas) I was one of the "no" votes. Bill, you might be able to correct me, but I remember the traffic count is currently 27,000?

(Bill Williams) 11,780.

(Thomas) So 11,780 a day of traffic. I voted "no" as I believe that Liberty Drive is way over developed for the size of the street. I've been caught, as probably as many who hear me right now have been caught, sitting on Liberty Drive trying to get in or out of something. It's a street I avoid as much as possible and I know others that do as well. I don't feel like we are doing a service to people who live in that area, who do need to use Liberty Drive, by adding to the traffic congestions with a bank. The petitioner did talk about utilizing the small traffic light, the one near Baxter's entryway, as a means of regulating traffic. That traffic light is only to regulate traffic of employees leaving Baxter and not for the use of the other properties on Liberty Drive. I continue to oppose it because of that. I think we need to look at this and come up with a better solution before we continue developing on Liberty Drive.

(Kiesling) Bill, your suggestion is that they add lane. Wouldn't that take away from the width of the use of Liberty Drive and wouldn't it be better to take little bit of property to add that lane?

(Williams) You could, but it does satisfy the design criteria. The width of the pavement itself is 32 feet, and what we would be doing is putting in three lanes. Two lanes that would be 11 feet, one in each direction, and then the turn lane itself would be 10 feet wide. There is plenty of pavement already there. It's something similar, if you look on Gates Drive and Jonathon, where IU Credit Union is, where they had those type of concepts.

(Kiesling) It seems like that's wider than this area is. It occurred to me that a little bit of the right-a-way from that property would help straighten out the road a little and make it a little easier for people to traverse it. I usually use Curry Pike.

(Tim Hanson) Here with me from Mirwec is Masao Fujiwara and Nick Newby. Here from Owen County State Bank is Bonnie Patton, Jerry Hays, and Rick Krause. I would like to address some of Julie's comments. What we are doing here this morning is adding financial institution to a single lot on that parcel. The biggest concern of which has been traffic and the generation of traffic. A few of the things I would like to point out is the bank and that vicinity. That plot right now is currently surrounded by mix of uses including manufacturing, medical, grocery, auto sales, and a bank support those different uses. It draws from the localized area and it supports the citizens in that area. It's not a use that draws traffic from other areas of the city. When we were doing our traffic study that we submitted for the plan commission, it showed a lot of that traffic that bank generates is passerby traffic, the traffic that is already on that street. It's not adding vehicle per vehicle from that new use like a manufacturing facility would or a pharmaceutical facility would or a new car sales would or some other light industrial would be destination type use and would add 100% traffic to that road. A lot of traffic that is being added is minor. What we worked out with Bill, and Bill was absent at the time of the plan commission and some of those discussions was the concern about the left turning movements and interrupting traffic. One of the issues Julie alluded to was the traffic light. The discussion that came up at plan commission regarding the traffic light that now serves Baxter Pharmaceutical. I think that the traffic signal that we are alluding to in the discussions, and it was a dynamic discussion with the plan commission, was that light at that location. It's a little bit north of this site and it actually creates a break in traffic by its actuations. It stops traffic from going southbound and allows the ability to turn out of the site and creates a gap. That's what traffic lights along any thoroughfare do. It will create a gap for those areas and interactions in between traffic lights for the ability to get out because it stops traffic. So, that's what was being alluded to and not specifically using that light to control traffic for this intersection. One of the things we worked with Bill on is coming up with a way to not cause an interruption in traffic. What we looked at is the current design of the roadway and if that would allow left turn lane into the property and the width was there for that. What we put together is to put that left turn lane in, keep the north and south-bound lanes of traffic moving to provide a refuge for left turn traffic, as well facilitate that connection to the drive that's across the street but a little bit further north and it will not leave that out. In the south side of the exhibit there is a gore area, which is a break in the roadway, so the traffic can come back together. To finish that out on the north side, we went ahead and put a left turn to turn in to the property on the west side of the road so that would take care of its own so it won't be left out for the county to do or others.

(Kiesling) Is the entryway through the property where the current drive is?

(Hanson) Yes. That commercial drive was part of the road crossing.

(Thomas) I think you made some good points. I appreciate it. Just from the rendering it looks like there is about three and one-half car lengths in the turn lane in this direction or do you call that four?

(Hanson) Call it four. I think it was 83 feet, 83 and 1/4.

(Thomas) Thank you.

PUBLIC COMMENT IN SUPPORT OF ORDINANCE 2014-3

(Bonnie Patton) I am vice president and senior commercial lender with Owen County State Bank. I currently work at our Bloomington office located on Highway 46 between Ellettsville and Bloomington at the Arlington Road intersection. The bank is a small community bank and we are headquartered in Owen County, Spencer, Indiana. I have enjoyed serving the Monroe County community. Monroe County is where I was born and raised, and is where I have always worked. What we are looking to do is, as a small community bank, to continue to fill a void that we feel exists in the Monroe County market. We are looking at Monroe County as a growth market for our bank and would very much appreciate the support of the Commissioners to allow us to build another location and expand our presence in this market and serve the community.

PUBLIC COMMENT IN OPPOSITION OF ORDINANCE 2014-3

None

Motion passes with a vote of 2-1 (Thomas)

E. Ratification of 2014 Contract Between Monroe County Health Department and IU Health, Bloomington, Community Health Services

Kiesling moved to approve. Thomas seconded.

(Penny Caudill, Administrator, Health Department) This is an annual contract that we have to provide public health nursing services. The health department has had a contract for these services since it was established in 1965.

(Kiesling) What do they do for you?

(Caudill) Public health nursing services so there is a long list which includes predominately dealing with a lot of communicable diseases, TB is a big issue. They do some public health education in terms of they go to the mall and do blood pressure screenings, they do flu vaccine for us, and they do vaccinations and immunizations. Certainly, during any public health emergencies would provide staff to help us with that.

After a call for public comment, motion passed by unanimous voice vote.

**F. Renewal of Contract with 39 Degrees North – 3 Years
Fund: 2502-30.0011 Amount: \$26,724 per Year**

Kiesling moves to approve. Thomas seconded.

(Angie Chalfant, Commissioners' Administrator) This is a state assisted renewal of a contract. Previously we've had contracts for one year at a time. This one is allowing us

to lock into a rate that will remain consistent for three years. This is an increase of \$6,500 over our current cost. However, based upon extending over the three years we believe that we'll be able to save some money in the long run. They provide the geographical information system for the county and numerous County offices use it. It provides the assessor with pictometry integration, property and parcel, scanned plat maps.

(Thomas) The Planning Department uses GIS, it was in packet that we just heard earlier.

After a call for public comment, motion passed by unanimous voice vote.

**G. Ratification of Agreement Between the City of Bloomington and Monroe County
- Use of Digital Underground Fiber**

Kiesling moved to approve. Thomas seconded.

(Angie Chalfant, Commissioners' Administrator) This is an agreement that we have been having with the City of Bloomington. They provide us with the ability to use fiber that connects with our Technical Services Department.

(Kiesling) It's significant because it also hooks us up to tele com hotel. And, there is no cost involved?

(Chalfant) No cost at all.

(Kiesling) Thank you.

After a call for public comment, motion passed by unanimous voice vote.

**H. Contract with Weddle Bros for the Remodel of the Johnson Hardware Building
Fund: GO Bond 4803 Amount: \$58,313**

Kiesling moved to approve. Thomas seconded.

(Jeff Cockerill, County Legal) We received three or more quotes for this and Weddle Brothers was the lowest quote received for this project. I would note that we're going to have a request that you amend that total contract amount to be \$60,513, and that paragraph 3 has language added to it that reads *an additional cost not to exceed \$2,200 may be expanded if the Commissioners approve the removal of asbestos tiles*. Upon inspection yesterday, it looked like there may be some asbestos tiles underneath the carpet on the lower level. I have a call in to the previous owners to see if they have any information on that. Given the age of the building and the dimensions of the tile, that is a high likelihood. Instead of having to do a change order for this, we thought we would add it to the initial contract in case that occurs. You will have the option to go ahead and approve the removal.

(Stoffers) Jeff, thank you for explaining and clarifying that.

After a call for public comment, motion passed by unanimous voice vote.

I. Contract with Weddle Bros for the Remediation of the Courthouse

Fund: Cum Cap 1138 **Amount:** Not to Exceed \$25,000

Kiesling moved to approve. Thomas seconded.

(Stoffers) I will clarify this is relative to the northwest stairwell.

(Jeff Cockerill, County Legal) We had an air handle coil burst over the northwest stairwell, which caused flooding in that stairwell. We have contacted our insurance company and we are proceeding with the remediation. It is anticipated for this project that \$25,000 may be a little high, as they got into the work it seemed that the envelop of the stairwell kept the water from going into the walls.

After a call for public comment, motion passed by unanimous voice vote.

J. Contract with Weddle Bros for the Remediation of the Health Services Building

Fund: Cum Cap 1138 **Amount:** Not to Exceed \$54,000

Kiesling moved to approve. Thomas seconded.

(Jeff Cockerill, County Attorney) During the extreme cold we had two weeks ago we had two pipes burst in the health building. One was to a spigot on the exterior of the building. The other was actually a hot water pipe, which caused some different types of damage than you would normally expect with a pipe bursting. This contract is for Weddle Brothers to remediate and kind of the whole lower level of the health building. They've been working with the health department for their functions there to have continuations of services. The base amount of this contract is \$50,000. There is a provision that if we are having them work second shift because of the operations of that area that it will cost an additional \$4,000. There is an additional cost if we have to replace any cabinetry or anything like that. Each cabinet is between \$200 and \$500, which isn't included in the \$54,000. This has been turned over to our insurance who has been involved in the process of the remediation.

After a call for public comment, motion passed by unanimous voice vote.

K. (Agreement Ratification) City of Bloomington Martin Luther King, Jr., Service Day Initiative Grant Awarded to YSB (Binkley House Emergency Youth Shelter)

Fund: City of Bloomington **Amount:** \$400

Kiesling moved to approve. Thomas seconded.

(Kim Meyer, Executive Director, YSB) I want to thank the Commissioners for the wonderful amount of support that you've given us at our facility regarding some of our

needs that we've required as far as furniture for our residents and some building improvements. We have applied for the Martin Luther King, Jr., A Day, Not a Day Off Grant, which we were awarded in the amount of \$400. It is specifically being applied to Youth Services Bureau Binkley House Emergency Youth Shelter program. I brought with me today some of the project team that developed this grant so they can speak a little bit about how this money is going to be utilized for the benefit for our youth. Today I have with me Ms. Emma Ford, who's one of our clinicians, and Ms. Sarah Roberts.

(Emma Ford) Good morning. Sarah and I, in addition to Allison Zimpher-Hoerr who is also a counselor at the Youth Services Bureau, we all collaborated and wrote for the grant. This is our third year receiving this grant. Our goal is to expose our residents to gardening, and to the community gardens that are in our city. We also have been fortunate to be collaborating with Mother Hubbard's Cupboard for the past two years and we'll continue that collaboration over the next year. Georgia O'Connor the youth outreach coordinator from Mother Hubbard's Cupboard comes out monthly to YSB and works with youth there on gardening projects. We are about exposing youth to new things. That's what we intend to do over the next year. We are grateful for this opportunity to the City of Bloomington for awarding us the grant. Thank you for considering approving.

(Kiesling) I think it is quite innovative and I'm delighted to see that they are exposing the young people to something that might be completely new to them that they may be able to use in the future.

After a call for public comment, motion passed by unanimous voice vote.

L. Resolution [2014-5] Authorizing the Lease-Purchase of Vehicles and Equipment for the Highway Department

Fund: 1176-533 Fund Name: Motor Vehicle Highway Amount: \$1,620,000

Kiesling moved to approve. Thomas seconded.

(Kevin Dogan, County Legal) At your meeting two weeks ago you awarded bids for the purchase of 11 new trucks and 7 large pieces of equipment for the highway department. Since that time, the highway department has gone out to seek proposals from financial institutions for the lease purchase financing over a 5-year period of these vehicles and equipment to be paid for out of the Motor Vehicle Highway Fund. This resolution authorizes the lease purchase financing of these vehicles and equipment. The reason for the resolution is just about a year ago the County adopted a tax-exempt financing procedure that calls for an intent resolution whenever financing is done like this. It doesn't identify specifically the institution from whom the lease purchasing is to be done. We just have confirmed this morning that the lowest cost financing proposal has come from Chase Bank at a rate of 1.51%. With your approval of this resolution, we will begin work with Chase Bank to prepare the documents for the lease financing. My experience has been, and Bill Williams can speak of this, that it takes a bit of time to get all the documentation put together for this. If you want to authorize the execution of

that documentation today you can do that or we can come back to you after that's all complete, but that process will begin with the adoption of the resolution.

(Kiesling) Since John Chambers is here I want to say that I've had a lot of positive comments about the services that you provided for the county.

(John Chambers) That's good to know. Send them to me, will you?

(Thomas) You're getting all the other calls, right?

(Chambers) Yes, our guys have been up against it. It's hard to keep up. I've heard some surrounding counties are running out of material. We will be there in a couple of weeks if it keeps this up.

After a call for public comment, motion passed by unanimous voice vote.

M. 2013 Emergency Management Performance Grants-Projects

Fund: Grant **Amount:** \$5,179.77

Kiesling moved to approve. Thomas seconded.

(Jim Comerford, Emergency Management) This is a grant that we've had in the past two or three years. It comes from our emergency management performance, where we have a state assessment each year. The primary thing this grant does is pay half the salaries for the two people in the office. Then at the end of each year if you have had enough point total on your performance evaluation, you can get an additional amount which this time is \$5,179.77. That money is supposed to be used to further our emergency management goals in the county. This particular grant, we are actually putting in to purchase two portable lightening detectors that can be used at special events. The monitors can detect lightening up to 26 miles away and gives you an estimate of how long it's going to be there for people to watch to see when they need to move. The next item is for a tablet for computers to be able to build a five member damage assessment team. The state is getting ready to put software in at the state level and we will be able to use these. It will directly load that into them and print it back to us. A lot of the paperwork we do now back and forth will be automated. The balance of the money is for materials to hand out for public outreach.

After a call for public comment, motion passed by unanimous voice vote.

N. Unionville Rail Trail; INDOT-LPA Agreement; Supplemental Agreement No. 1

Fund: 1138-000-40.0005 **Amount:** \$534,760

Fund Name: Cum Cap Development/Parks Alternative Transportation

Kiesling moved to approve. Thomas seconded.

(Bill Williams, Director of Public Works) This supplement agreement is between INDOT and Monroe County for additional federal funding for the design, right a way, and construction of the Unionville Rail Trail between Earl Young Road and Tunnel Road northeast of Bloomington. We were originally awarded \$595,000 in order to begin engineering and environmental studies for the project, which is currently underway. This additional \$1,544,040 of federal funds will provide a strict 80% federal funds for the project and 20% matches. As Iris stated, this is coming out of the Cum Cap Development Fund. The project is expected to begin in March 2016.

(Thomas) I think this is great news. Thank you for working on this and keeping the pressure on and making sure we got this. I think it is going to be great to have both the west side and east side trails completed. I think it will be a wonderful thing for our community and everyone in it and add to our quality of life. I would love to see at some point, when you are here next time to talk about something related to the trails, if you could bring a map so we can share with the public where the trail is proposed to be. I think folks would be interested in seeing.

(Williams) This is phase one of a four phase project that will eventually link into Bloomington and end up at Lake Monroe. It is has some potential to it.

(Thomas) Great. Thank you so much.

(Stoffers) Bill, you are a cash register.

After a call for public comment, motion passed by unanimous voice vote.

VIII. APPOINTMENTS

Kiesling moved to appoint the following individuals to Boards & Commissions:

Alcoholic Beverage Commission- Perry Metz

Ambulance Advisory Board- Charlotte Zietlow

Animal Management Commission- Kenneth Buzzard, Denise Lessow, Clark Sorensen

Aviation Board- Ken Ritchie,

Cemetery Commission- Clarence Dillon

Central Emergency Dispatch Policy Board- Milan Pece

Convention and Visitors Commission- Michael Campbell, Thom Simmons

Drainage Board- Bill Williams

Environmental Quality and Sustainability Commission- Bob Austin, Jerry Ulrey, David Parsons, Terry Usrey

Board of Health- George Hegeman, Carol Touloukian, Mark Norrell

Historic Preservation Board of Review- Robert Dodd

Human Rights Commission- Byron Bangert, Birk Billingsley, Gracia Valliant, R. Earl Reagan II, Pedro Roman, Nita Levison,

Monroe County Public Library Board of Trustees- Hans Otto-Meyer

Licensing Board- Bill Riggert

Perry Clear Creek Fire Protection District Board of Trustees- Steve Emery

Plan Commission- Scott Wells

Redevelopment Commission- Jim Shelton, Doug Duncan, Barry Lessow

Traffic Commission- Julio Alonso

Women's Commission- Efrat Feferman, Lara Weaver, Liz Feitl, Debbie Herbenick

Board of Zoning Appeals- Jerry Pittsford, Scott Wells as the member of Plan Commission appointed by the Commissioners per MC 821-2a

(Kiesling) I wanted to make clear, for the record, that we appoint Scott Wells to the Board of Zoning Appeals as a member of our appointment as a member of the Plan Commission.

Thomas seconded.

Motion passed by unanimous voice vote.

IX. ANNOUNCEMENTS

We would like to thank everyone that serves on Monroe County Boards and Commissions and everyone that volunteers to serve each year. We all benefit from their voice, expertise, and hard work.

We are still accepting applications for the Plan Commission and the Human Rights Commission.

We would like to thank John Chambers and our highway maintenance crew for snow removal on our county roads this week.

The Week of Chocolate starts tomorrow and runs from January 25-31. The event benefits Monroe County History Center, Mother Hubbard's Cupboard, Rhino's Youth Center and LifeDesigns. Tickets are on sale at the Buskirk Chumley Theater box off, BloomingFoods, and the LifeDesigns main office. For more information visit www.weekofchocolate.com

The next Commissioners Meeting is Friday, February 7 at 9 a.m. in the Nat U. Hill Meeting Room.

X. ADJOURNMENT

This meeting was adjourned at 9:59 a.m.

Monroe County Commissioners

Ayes:

Patrick Stoffers, President

Iris Kiesling, Vice President

Julie Thomas, Vice President

Attest:

Steve Saulter, Monroe County Auditor

Nays:

Patrick Stoffers, President

Iris Kiesling, Vice President

Julie Thomas, Vice President



MINUTES
MONROE COUNTY BOARD OF COMMISSIONERS
MONROE COUNTY COURTHOUSE
JUDGE NAT U. HILL III MEETING ROOM
BLOOMINGTON, INDIANA
February 7, 2014

I. CALL TO ORDER

This meeting was called to order by Patrick Stoffers.

II. PLEDGE OF ALLEGIANCE

III. PUBLIC COMMENT

(Penny Caudill, Monroe County Health Department) Just a reminder that February is heart-health month. Today is *Go Red* for women. I see lots of women in this room with red on, and hopefully we'll see them throughout the community. A reminder to everyone today take care of their heart. Women tend to have different symptoms than men with heart disease. We want to highlight and encourage everyone to take care of their heart.

(Don Minnick, Board of Commissioners, Owen County) We personally wanted to come over to thank you guys for what you did in our last snow storm. With me is our emergency management director, Jack White. He was in the background of getting you guys found for this help. I also have a council member with me. I didn't feel like it would be very personal just to send you guys a thank you letter. I wanted to come here and thank you in person. We appreciate the help you gave us and anything we can do in return, please give us a call.

(Jack White, Emergency Management Director, Owen County) I sent one e-mail to Jim Comferford and within 30 minutes or so the ball was up and rolling on this. Everybody was great to work with. I can't tell you how much we appreciated your assistance.

(Anton Neff) As a council member, being the money person, we very much appreciate that of course. It takes a lot of leadership and it's a big step to reach out to a neighboring county and help them. We very much appreciate that. And, John as well for his help.

(Stoffers) Thank you. We appreciate you coming over this morning. We were glad to help.

(Kiesling) I had a lot of people say, after they saw the article in the paper yesterday, *that was the right thing to do, help out neighbors*. We're glad we were able to do it. Thank you very much for coming over and acknowledging that.

(Minnick) We want to thank your highway department. The drivers were excellent. Thank you.

(Kiesling) For the public, the highway department personnel are sitting in the back.

IV. APPROVAL OF MINUTES

A. December 27, 2013

B. January 10, 2014

Kiesling moved to approve. Thomas seconded.

After a call for public comment, motion passed by unanimous vote.

V. APPROVAL OF PAYROLL AND CLAIMS

Total Amount: \$47,437,371.03

Kiesling moved to approve Payroll and Claims. Thomas seconded.

(Steve Saulter, Auditor) The Auditor's office asks for approval of the following payroll and payroll-related claims of \$1,251,314.11, vendor claims of \$2,383,713.12. It's a little less than last time because the COIT money is not in there yet. In two weeks when we meet again, the COIT money for the month of February will be in there.

After a call for public comment, motion passed by unanimous voice vote.

VI. PROCLAMATION

A. League of Women Voters Day

(Kiesling) We have a proclamation for the League of Women Voters Day. I am also past president of the League of Women Voters way back when.

Whereas: The League of Women Voters of Bloomington-Monroe County was founded in 1914 by six Bloomington women as the Women's Franchise League, with the mission of securing the right to vote for women and to improve working conditions in factories; and

Whereas: in 1920 their name was changed to League of Women Voters upon passage of the 19th Amendment to the United States Constitution granting women's suffrage and with the mission of voter education; and

Whereas: The League of Women Voters is a non-partisan, political organization which encourages the informed and active participation of citizens in government and influences public policy through education and advocacy based on sound, informed work at the grassroots level; and

Whereas: The League of Women Voters believes that good democratic government depends upon the informed and active participation of its citizens, that the right to vote must be protected for every citizen, that efficient and economical government requires competent personnel, and that government should be responsive to the will of the people; and

Whereas: To celebrate the 100th anniversary of the League of Women Voters of Bloomington-Monroe County, a special exhibit will be on display at the Monroe County History Center during January and February, documenting the importance of the League in working to make democracy work in our community;

NOW, THEREFORE: We, The Monroe County Board of Commissioners, do hereby proclaim Friday, February 14th, 2014, as

"League of Women Voters Day"

(Doris Wittenburg, President, League of Women Voters) Thank you very much for inviting me to speak to you today about the League of Women Voters of Bloomington-Monroe County and about its 100th birthday celebration year.

"Treasuring the Past — Leading the Future" is the theme for the celebration of our 100th birthday. League documents archived at the Lilly Library on the IU campus and currently on exhibit at the Monroe County History Center indicate that the League began in April 1914, when five women officially organized the Bloomington branch of the Women's Franchise League to work for passage of the 19th amendment to the U.S. Constitution which would give women the right to vote.

On February 14, 1920, scarcely a month after passage of the 19th amendment, the League of Women Voters of the United States was established at a national convention in Chicago. The Bloomington branch of the Women's Franchise League opted to join its ranks almost immediately afterward.

Among the earliest local activities of the League of Women Voters of Bloomington (the name was later expanded to embrace Monroe County) was the presentation of a series of ten lectures about "The Principles of American Government," given by Professor of History James A. Woodburn, whose wife was a keen participant in the group. The League also addressed topics

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such as "Laws of Indiana Regarding Women"; the "Machinery of Elections"; "Needed Changes in the Form and Nature of the Ballot"; and the "Economic Basis for Woman's Suffrage."

During the 1940s, the League took on "Defense Aid" and the Lend/Lease bill, as well as the organization of the Monroe County Department of Public Welfare. With a campaign entitled "Rough on Rats!" it was successful in getting the city to pass an ordinance requiring rat control. It also pressed for mandating "pure" (pasteurized) milk, assigning members to check the bacteria count in milk purchased in the city at regular intervals and then to present all the horrifying details at public meetings.

During the 1950s and 1960s, the League began publishing a handbook on government in the city and county, which came to be known as *Here's Your Local Government*. It supported school reorganization and the establishment of the Bloomington Utilities Service Board. It also spent much time and effort advocating for clean local water resources, and closely monitored the development of Lake Monroe by the Corps of Engineers.

Natural resources and the environment continued to be a focus from the 1970s onward, with the League studying and weighing in on the Hoosier National Forest, PCBs in Monroe County, and planning and zoning. In 1973-1975, it worked for a zoning ordinance for the county and the area around Lake Monroe. In the 1980's, it held televised debates with 8th and 9th District Congressional candidates. It established an Observer Corps, the members of which still today attend and monitor meetings of many local governmental boards and commissions.

The 1990s saw the League paying special attention to the cleanup of PCBs in the county, as well as to plans for the Hoosier National Forest and various issues related to Lake Monroe. In 1991, it published *A Study of Young At-Risk Children in Monroe County, Indiana*.

In the new century, PCBs are still an issue, and the League continues to advocate for their complete cleanup. It has studied the issue of township trustees, and is working to educate voters about Indiana's new voting laws and districts, as there are seven different state representatives for various parts of Monroe County. The League Health Committee has spoken to groups about women's health issues, and they put together a presentation booklet, trained speakers, and made resources available to the League nationally for use by other local leagues. They are also leading the League in studying and advocating for affordable healthcare and end-of-life quality. Public education has also been a focus in recent years.

Throughout its entire existence, the League has worked to inform local members and citizens about local, state, and national issues. During the past ten decades, it has helped to register voters and to educate them by means of candidate questionnaires and forums, voting machine demonstrations, and sessions with local legislators. The League compiles and publishes information about candidates for all local elections, published as "Keys to the Candidates" in the Bloomington *Herald Times*. Yearly it publishes a *Monroe County Governmental Officials List*.

Now, 100 years after it began, the League of Women Voters of Bloomington-Monroe County is still going strong. It is marking this special year with an anniversary reception at the Monroe County History Museum this evening. Now it is looking forward to another 100 years of community service and making democracy work!

(Kiesling) I just want to comment about the Hoosier National Forrest. I think the Deam Wilderness was actually created by a lot of people who were League members, who was very much involved with trying to get that done on the national level.

VII. NEW BUSINESS

A. Ratification of NACCHO Grant Award to the Health Department

Fund/Fund Name: 8130/ MRC-NACCHO Amount: \$3,500

Kiesling moved to ratify. Thomas seconded.

(Penny Caudill, Health Department Administrator) This is the National Association of County and City Health Officials. They put out these awards for building reserve corps capacity. This is a renewal and not a new grant for us. The amounts vary a little bit from year to year. We have been awarded this money and this is actually going to be spent this year on training for our medical reserve corps coordinator, Nicole Pursell, and our public health preparedness coordinator, Lisa Cain. We've been having a big push to get more people signed up and involve students in our medical reserve corps. This will help build their capacity to lead that mission better.

After a call for public comment, motion passed by unanimous voice vote.

B. Ratification of MOU Between Monroe County Health Department and Monroe County Convention Center

Fund/Fund Name: n/a Amount: n/a

Kiesling moved ratify. Thomas seconded.

(Penny Caudill, Health Department Administrator) Lisa Cain is working on our community preparedness plans. Part of that involves in the event of an emergency where we need to set up sites of points of distribution and it could commodities distributions. It's about taking that health. So it is medications or vaccinations to treat people who may have been exposed to something. We need to have a variety of places that we could call upon in the event of an emergency to set up onsite clinics that aren't downtown, for example. Lisa is working hard to find a variety of places throughout the community so you'll be seeing multiple MOUs coming up. We have worked with Indiana University in the past and we planned for them to be a *closed pod* as what we refer to it as so that they will take care of their staff and student, which is what they did in H1M1.

After a call for public comment, motion passed by unanimous voice vote.

C. Ratification of Contract with JA Benefits

Fund/Fund Name: 5200/Payroll Withholding Insurance

Amount: \$7.75 per employee, per month

Kiesling moved to ratify. Thomas seconded.

(Angie Chalfant, Commissioners' Administrator) This agreement replaces an agreement that was ratified on January 10, 2014, and for whatever reason we had failed to forward that signed contract to JA Benefit so it couldn't go into place. What's going to happen now is the \$7.75 is billed to us from Anthem and it will begin in March where that we will receive a separate billing directly from JA Benefits.

(Kiesling) It allows us to track what our real costs are.

(Chalfant) Correct.

After a call for public comment, motion passed by unanimous voice vote.

D. Lease Agreement with Convention and Visitors Bureau Regarding 3 Acres Used for Visitor's Center
Fund/Fund Name: n/a Amount: n/a

Kiesling moved to approve. Thomas seconded.

(Jeff Cockerill, County Legal) This is a lease agreement that we've had with the Convention and Visitor's Commissions for a while to operate the facility on North Walnut Street. I would ask for one amendment. I added some language that would allow either party to terminate the agreement with one year's notice to the other one. It's a five-year agreement and it's just in case something comes up.

Kiesling moved to amend the motion as Mr. Cockerill suggested. Thomas seconded.

(Mike McAfee, Director of Convention and Visitor's Bureau) Thank you for your attention on this matter. I wanted to be here to answer any questions. We are delighted with the building. We are putting a new roof on it this spring and taking care of everything. The debt on it has been retired for many years and that's the beauty of it. We wish it was a mile south in a little bit better location, but it is probably the best visitor's center in the state.

(Kiesling) Did you get a sign on 37N or 37S saying where the visitor center is located?

(McAfee) It's right on the first exit there into Bloomington. It says, "Exit here for the visitor's center" and along old 37 it tells you that we're coming up.

(Kiesling) Have you had a lot of visitors?

(McAfee) This year we had an increase in visitor's coming in the door for the first time in five years. We have approximately 20,000 people coming through the door every year. The reason that's been declining is because of mobile, but this year the numbers went up a little bit. Our lead and inquiry communications we have with potential visitors are significantly up year to year.

(Kiesling) Do you have a website?

(McAfee) Yes.

After a call for public comment, motion passed by unanimous voice vote.

E. Lease Agreement with Smithville Diamonds, Inc., Regarding 13.39 Acres Used for Recreational Activities

Fund/Fund Name: n/a Amount: n/a

Kiesling moved to approve. Thomas seconded.

(Jeff Cockerill, County Legal) This is a lease agreement with Smithville Diamonds for use of approximately 13 acres we have around the Smithville area. They use this for their baseball and softball programming. We've had a similar agreement like this in place since the mid to early 80s.

After a call for public comment, motion passed by unanimous voice vote.

F. Ratification of LPA-Consulting Agreement for County Bridge Inventory Rating & Safety Inspection

Fund/Fund Name: 1135-459-30.0004/Cumulative Bridge Fund Amount: \$232,800

Kiesling moved to ratify. Thomas seconded.

(Bill Williams, Director of Public Works) Our department is requesting approval of this agreement with Beam, Longest and Neff (BLN) of Indianapolis, Indiana, for engineering services specially for the safety inspection of 152 bridges in the county. We are required to hire a qualified consultant to perform the work in accordance of all state and federal regulations and requirements, which includes that the firm hired to conduct the inspections of all of our structures provide an inventory, a load rating appraisal, and report that will be reviewed by INDOT and Federal Highway Administration. BLN was chosen from eight interested firms that responded through our request for these services and the work is to be done this year and again in 2016. The Federal Highway Administration will pay for 80% of the contract in the amount of \$232,800. Our match will be \$46,560.

After a call for public comment, motion passed by unanimous voice vote.

G. Ratification of INDOT-LPA County Bridge Inspection Contract

Fund/Fund Name: 1135-459-30.0004/Cumulative Bridge Fund Amount: \$232,800

Kiesling moved to ratify. Thomas seconded.

(Bill Williams, Director of Public Works) This allows for the reimbursement for the 80%.

(Stoffers) Bill, given the similarity can you express what the difference is?

(Williams) This is an agreement between Monroe County and the Indiana Department of Transportation that sets up the regulations that the previous contract was required to comply with. It formalizes the reimbursement.

After a call for public comment, motion passed by unanimous voice vote.

**H. Ratification of Capital Grant from INDOT to Rural Transit
(Sub-Recipient through the Monroe County Commissioners)**

Fund/Fund Name: 8106/Area 10 Agency on Aging-Rural Transit Amount: \$240,500

Kiesling moved to ratify. Thomas seconded.

(Kerry Conway, Executive Director of Area 10 Agency on Aging) I would like to thank you for your ongoing support of our Rural Transit program. On behalf of all the rural transit drivers, I would also like to thank you for doing such a great job on the roads this year. Thank you for doing such a job in Owen County as well. It has kept us on the road this winter. We've provided 180,000 rides last year. The addition to these new buses, which are smaller, a little bit more nimble, and a little bit more capable, I think will increase our ridership and certainly allow us to target some areas that we have not been about to focus on before. This is a continuing operations grant. We provide this service. We are a transportation corridor that goes from Putnam County to Owen County to Monroe County and to Lawrence County. We do a lot of intra-country, mostly bringing people into Monroe County from those other three counties, as well as within those counties.

(Stoffers) Thank you and thank you for the kind words.

(Kiesling) Were you able to get energy efficient buses?

(Conway) That is something that INDOT needs to be talked to about. There are energy efficient models out there we are not allowed to use. We are not allowed to purchase buses except from a list that they give us. We purchase the smallest vehicles that we could in an attempt to be more energy efficient. We are certainly opened to purchasing them if we were allowed.

(Kiesling) Tell us what to do and we'll see how we can help you.

After a call for public comment, motion passed by unanimous voice vote.

**I. Ratification of Operating Assistance Grant from INDOT to Rural Transit
(Sub-Recipient through the Monroe County Commissioners)**

Fund/Fund Name: 8106/Area 10 Agency on Aging-Rural Transit Amount: \$1,050,986

Kiesling moved to ratify. Thomas seconded.

(Kerry Conway, Executive Director of Area 10 Agency on Aging) As I mentioned we are in a four county area. We've added a new service this year in partnership with Bloomington Transit and Indiana University and the Community Foundation of Monroe and Owen County. That is

mobility management program for people with disabilities. Our “no rate” on the phone has been going up as our population of more vulnerable adults has been growing. We have a voucher program for folks in rural areas. We can give folks vouchers that allow them to use E2 Taxi and Red Tire Taxi for emergency appointments, if they are a person with disabilities. That has allowed us to serve a lot more dialysis patients and a lot more clients who have disabilities. We say it’s a partnership, but it is kind of an experimental program. We launched it in December so I don’t have any good numbers for you. I’m really looking forward to that increasing our service this year.

(Kiesling) Sounds like it’s moving along pretty quick. I talked to Mr. McClary yesterday and he was saying he is getting quite a few calls from E2 Taxi for that service. Is there is a local match and what are you using for that?

(Conway) We use a lot of different things for the local match. It’s predominately from the other counties. We usually get grants from their commissioners, county council sometimes, and some cases from their community foundations, and in Owen County and Putnam County we do charter fare. For the people who ride regularly they can purchase a discounted pass. We have a contract with Ivy Tech to provide their campus bus service and we do get a fee as well.

(Kiesling) Do you have your rural transit manager here?

(Conway) Yes, Susan Chambers is our new manager as of today, as Doug Norton has retired.

After a call for public comment, motion passed by unanimous voice vote.

**J. Service Agreement Renewal with American Funding Innovators (AFI)
Fund/Fund Name: 2502/Cable Franchise Fees Amount: \$12,000**

Kiesling moved to approve. Thomas seconded.

(Ashley Cranor, Grants Administrator) What we have before you today is a renewal agreement with American Funding Innovators (AFI), which is our grants management software. This will be our third year working with them. They have been really great and meeting the needs of Monroe County. We are one of their largest vendors. We currently have 110 grants in the software and we’re managing 3.2 million dollars. In order to meet the needs for State Board of Accounts this software is really doing it for us, along with the local ordinance that you passed recently.

After a call for public comment, motion passed by unanimous voice vote.

VIII. APPOINTMENTS

Kiesling moved to appoint Gina Forrest to the Monroe County Human Rights Commission. This is a one-year term ending December 31, 2014. Thomas seconded.

Motion passed by unanimous voice vote.

IX. ANNOUNCEMENTS

Thank you to John Chambers and our highway maintenance crew, for snow removal on our county roads this week. And to people who take time to clear their sidewalks

The Batchelor Middle School holds the Children's Expo Saturday, February 8, from 10 a.m. to 1 p.m., featuring vendors that serve children with disabilities.

Monroe County Government Offices will be closed Monday, February 17, for President's Day. Offices will re-open Tuesday, February 18.

The next Commissioners Meeting is Friday, February 21, at 9 a.m. in the Nat U. Hill Meeting Room.

(Thomas) We signed this week onto a letter that the plan commission approved at our January meeting. This letter is a follow up to the letters that have gone out to Indiana Department of Transportation regarding erosion control problems in section 5 of the I-69 construction area, mainly in the Indian Creek Township. What's happened since that initial letter was sent in July is that we've seen an increase in the intensity of sedimentation flowing into the streams and into the springs in the area of Indian Creek Township. The erosion problems are showing up in Perry Township, Clear Creek Township, and Van Buren Township. The plan commission approved the filing, which is the letter. There are a number of other groups and commissions within Monroe County that are signing on as well. This issue is incredibly serious because it impacts our quality of life and it's not just folks in Indian Creek Township now who have seen the negative impact of this. The letter asks Federal Highway and the Environmental Protection Agency and the Army Corp of Engineers to do three things, which are:

- (1) That erosion and sediment control measures be installed according to code and best management practices for the completion of the I-69 corridor in Section 4 and 5;
- (2) Specify the means by which the offsite sediment impact will be limited especially in water quality that is affecting the residents of Indian Creek, Perry and Van Buren townships; and
- (3) To provide us with inspection reports so we can assure our residence that the concerns are being addressed.

If you have any questions about this or for further details or information, contact me or anyone on the plan commission.

(Stoffers) Well done, Julie. Thank you.

X. ADJOURNMENT

This meeting is adjourned at 9:39 a.m.

Monroe County Commissioners

Ayes:

Nays:

Patrick Stoffers, President

Patrick Stoffers, President

Iris Kiesling, Vice President

Iris Kiesling, Vice President

Julie Thomas, Vice President

Julie Thomas, Vice President

Attest:

Steve Saulter, Monroe County Auditor