

June 9, 2009

A regular meeting of the Hendricks County Area Plan Commission was held on Tuesday, June 9, 2009 at 6:30 p.m. in Meeting Rooms 4 & 5 of the Hendricks County Government Center, 355 South Washington Street, Danville, Indiana 46122. Members present were: Mr. C. Richard Whicker, President; Mrs. Jo Ann Groves, Vice-President; Mrs. Sonnie Johnston; Mr. Brad Whicker; Mr. Jon Cain; Mr. Eric Wathen; and Dr. Russell Hodgkin. Staff members present were: Mr. Don F. Reitz, AICP, Secretary and Director of Planning; Mr. John Ayers, County Engineer; Mrs. Lesa Ternet, Planner; Mr. Eric Fazzini, Plan Technician; and Mrs. Joanne Garcia, Recording Secretary.

Mr. Whicker stated that there was a quorum present with seven (7) voting members. Mr. Whicker then opened the meeting with the Pledge of Allegiance.

Mr. Whicker stated that the first order of business was approval of the minutes for the May 12, 2009 meeting.

There being no corrections or additions, Mrs. Johnston made a motion to grant approval for the May 12, 2009 minutes.

Mrs. Groves seconded the motion with Mr. Brad Whicker abstaining.

FOR – 6 –                      AGAINST – 0 –                      ABSTAINED – 1 –

Mr. Whicker stated that there was only one public hearing item on the agenda regarding an amendment to the 2008 Hendricks County Zoning Ordinance.

**TZA 01/09: AMENDMENT TO THE 2008 HENDRICKS COUNTY ZONING ORDINANCE** by amending Chapter 9 Sign Standards, Chapter 15 Definitions, and Table 9.1 Permitted Signs. Being amended are various sections of Chapter 9 to improve clarity of the provisions and to provide consistency between text sections and between the text and Table 9.1. Additionally, certain definitions are added and others are modified to promote clarity. Moreover, standards for agricultural signs are added.

Mr. Reitz presented the amendment and explained the changes to the text of Chapter 9 pertaining to sign standards. The following points were reviewed:

- Chapter 9 changes
- Consistent language between sections
  - Adding agricultural signs in the AGR District
  - Minor corrections
  - Consistency between the text and tables
  - Adding definitions

Mr. Reitz explained that added to Section 9.3(A)(3) was i. Contractor signs and some language was deleted from Section 9.4(D)(2) a. Construction signs. He explained the changes for consistency to Section 9.6B(2). Setback. and the addition of Section 9.6F(1)(2) & (3) as to Agricultural Signs. He also discussed the additions and deletions to Section 9.7 Address Identification and Freestanding Signs. He stated that a definition had been added to Chapter 15 regarding billboard signs.

Mr. Whicker asked for questions or comments from the members.

Dr. Hodgkin discussed whether or not there could be some flexibility regarding signs for businesses and commented that he would like to see some leeway given to businesses so as not to discourage them from locating in Hendricks County.

Mr. Reitz stated that nothing had changed in how the sign ordinance would be administered. He stated that the message area and support area of a sign were distinguished between and the message area square footage was controlled and not necessarily the support area of the sign. He stated that there

could be a small sign but a large support structure with it that would still meet the ordinance. He stated that the question came down to the definition of a sign and on a case by case basis using judgment and discernment as to what constituted the actual message area. He stated that typically, they would distinguish between the support of the sign and the actual message area.

Mr. Whicker asked if the 2008 zoning ordinance for signage was turning out to be flexible.

Mr. Reitz stated he believed that was true and there was still some leeway for determinations to be made on a case by case basis.

There being no further questions or comments, Mr. Whicker opened the public hearing. There being no one signed up to be heard, Mr. Whicker closed the public hearing and asked for further questions or comments. There being none, Mr. Whicker called for a motion.

Mr. Wathen then made a motion to send a favorable recommendation on **TZA 01/09** to the Hendricks County Board of Commissioners.

Mr. Brad Whicker seconded the motion.

FOR – 7 –                      AGAINST – 0 –                      ABSTAINED – 0 –

This matter would be heard by the Hendricks County Board of Commissioners on Tuesday, June 23, 2009 at 9:30 a.m. or thereafter.

The text changes as approved were as follows:

Amendment of Chapter 9 Sign Standards as follows:

**9.3(A)(3) Add:**

- i. Contractor signs. Contractor signs shall not exceed more than two (2) per property and shall not exceed six (6) square feet per sign in single-family residential zoning districts and thirty-two (32) square feet per sign in all other zoning districts.

**9.4(D)(2)**

- a. Construction signs shall not exceed more than two (2) per property, and shall not exceed ~~six (6) square feet per sign in single-family residential zoning districts~~ and thirty-two (32) square feet per sign in all ~~other~~ zoning districts.

**9.5(A):**

- 12. Pennant Signs. Any lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in a series, designed to move in the wind.
- 13. Other A- or T-frame signs, signs on trailer frames, menu and sandwich board signs.

**9.6**

- A. APPLICABILITY. These sign standards shall be applicable to single- and multifamily residential districts (AGR, RA, RB, RC, RD, RE, and MHP) and residential uses occurring in non-residential districts.
- B(2). Setback. Each sign structure shall not encroach into the right-of-way of any public or private street and shall be located outside of the Sight Visibility Triangle per Section 7.4 Sight Visibility. Entry signs placed in the right-of-way, such as in the median of a boulevard, shall be prohibited unless approved by the County Engineer. All signs other than entry signs shall be set back at least ten (10) feet from all public rights-of-way as determined by the Thoroughfare Plan or by actual right-of-way width, whichever is greater.
- D(2). Sign Area. Sign area shall not exceed ~~sixty-four (64)~~ fifty (50) square feet.
- D(3). Changeable Copy. Sign area used for changeable copy shall not exceed ~~fifty (50)~~ twenty-five (25) percent of the sign area of the sign.

F. AGRICULTURAL SIGNS. This section applies to signs associated with agricultural uses in the AGR district.

F(1). Wall Sign. See Table 9.1.

F(2). Post Sign. See Table 9.1.

F(3). Monument Sign. See Table 9.1.

9.7

B. ADDRESS IDENTIFICATION. On-site non-residential use identification signs shall include the address of the use using letters that are a minimum of six (6) inches in height and the address shall be visible at night. contain an address plate identifying the subject property. Characters shall be a minimum of six (6) inches in height and shall be clearly visible from the public right-of-way day and night. Address plates shall not be calculated against the allowed sign area.

C. SIGN TYPES AND DEVELOPMENT STANDARDS. Any combination of the signs indicated in Table 9.1: Permitted signs may be used as long as the aggregate sign area does not exceed the total allowed per lot/parcel and is consistent with the other development standards provided by the table or listed in this chapter.

Sign area for changeable copy shall not exceed twenty-five (25) percent of the sign area of the sign.

C(6)

d. shall meet the side and rear yard setbacks for accessory structures of the applicable zoning district.

~~d.e.~~ shall be a minimum of one hundred (100) feet between freestanding signs on adjoining sites to ensure adequate visibility for all signs.

e.f. shall be a minimum of fifty (50) feet from a lot line of any residentially zoned property.

f. g. shall be permitted an increase in square footage of up to twenty-five (25) percent for multiple tenant signs.

g. h. shall be constructed of decorative brick, stone, or other masonry, wood or metal.

h. i. Landscaping shall be provided, consisting of shrubs and perennial groundcover, at a rate of two (2) square feet per one (1) square foot of sign area.

C(7) Freestanding Integrated Multi-Tenant Signs. Structures and/or centers under one ownership containing multiple businesses may be allowed one (1) monument or freestanding pole sign for the structure or center for the joint use of all tenants for which the facility is designed, including any outlots. Freestanding signs include ground-mounted signs (monument) and freestanding signs, which may either have a solid base or a base comprised of two legs. These signs are permitted if the following criteria apply and are met.

C(7)(b) The maximum height shall not exceed twenty (20) feet. Monument signs shall not exceed eight (8) feet in height except in the NB and PP zoning districts where monument signs shall not exceed six (6) feet in height. All other freestanding signs shall not exceed twenty (20) feet in height.

C(7)(d) Freestanding signs shall contain an address plate identifying the subject property. Numbers Characters shall be a minimum of six (6) inches in height and shall be clearly visible from the public right-of-way day and night. Address plates shall not be calculated against the allowed sign area.

C(7)(i) Sign Area. For maximum freestanding integrated multi-tenant sign area see Table 9.1.

C(8) Add:

Pylon and Pole signs. Pylon and pole signs are permitted by special exception only. Pylon and pole signs shall:

Not exceed 20 feet in height.

a. Have a message area determined by the BZA, but in no case shall it be more than one hundred (100) square feet.

b. Be set back a minimum of ten (10) feet from all public rights-of-way as determined by the Thoroughfare Plan or by actual right-of-way width, whichever is greater.

~~C(8)(9)~~ Off-Premise Advertising/Billboard Signs.

~~C(8)(i)~~ Freestanding Pole Signs. Pole signs may be allowed by special exception within one thousand (1,000) feet of an interstate interchange.

C(12) Post Signs. Post signs are generally supported by one (1) and two (2) posts. Post signs shall not exceed five (5) feet in height and twenty (20) feet in area

a. Post signs shall be set back at least ten (10) feet from all public rights-of-way as determined by the Thoroughfare Plan or by actual right-of-way width, whichever is greater.

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b. The number of post signs shall be limited to one per road frontage.

Amendment to Chapter 15 Definitions as follows:

**“Sign”(10) “Billboard”**

See “Sign; Off Premise Sign”

A structure for the permanent display of off-premise advertising. Off-premise advertising is any commercial message referring or relating to an enterprise or business that is not conducted on the premises where the sign is located.

**“Sign” (19) “Entry Feature Sign”**

A permanent on-premise sign identifying an entrance to a residential subdivision, apartment complex, ~~or~~ manufactured home park, or farmstead.

Amendment to Table 9.1 Permitted Signs as follows:

Added rows shown with bold text.

Mr. Whicker then stated that he wished to recognize Mr. Reitz for the award he had received from the Indiana Chapter of the American Planning Association. He stated that the award was prestigious and Mr. Reitz had also been recognized by the County Commissioners for this achievement. He stated that on behalf of the entire Hendricks County Area Plan Commission, he wanted to thank Mr. Reitz for his service to the citizens of Hendricks County and the State of Indiana.

Mr. Reitz stated that receiving that award had been a humbling experience and he acknowledged all of the help he had received from the Commissioners, the Area Plan Commission and his staff.

Mr. Whicker then stated that the next item on the agenda would be a discussion on Wind Energy Facilities in Hendricks County. He stated this discussion would be for commercial uses and not residential.

Mr. Reitz then stated that the Area Plan Commission had directed the planning staff to put together a presentation on wind farms. He stated that this might be a land use that would come to Hendricks County in the future and he thought it would be a good idea to begin discussions on this use before it occurred. He stated that they had put together a presentation in two parts. He stated that the first part would be about the when, where and how regarding wind farms and Mr. Paul Cummings from Horizon Wind Energy would be part of the presentation. He stated that Mr. Cummings was a project manager for this company which developed wind farms nationally. He stated that Mr. Cummings was also the project manager for a project now being developed in White County, Indiana. Mr. Reitz then stated that the second part of the presentation would be dealing with the planning staff's side as to how to regulate and what were the major land use considerations to be faced if such a project were brought before the Hendricks County Plan Commission. He stated that he would also discuss definitions, ordinances and how the approval process would work.

Mr. Paul Cummings, Project Manager for Horizon Wind Energy, an EDP (Energy Department of Portugal) Company, appeared. He stated that EDP had acquired the company in 2007. He gave a brief overview on the history of his company. He stated that the average commercial wind turbine would be 1 ½ to 3 megawatts. He stated that each megawatt would be on an annual basis the amount that could power 300 homes. He stated that their average wind farm was approximately 100 to 200 megawatts or 30,000 to 60,000 homes. He then reviewed where in the United States their projects were located and operational and their project in White County, Indiana called “Meadow Lake,” which was located just north of Lafayette, Indiana. He stated that project would be completed by the end of October, 2009. He then presented some energy tables and compared the different types of energy compared to wind energy. He explained how wind energy currently was in high growth. He explained the approvals needed from state and local government agencies. He stated that eleven counties in Indiana had now adopted wind farm ordinances and nineteen others were considering them. He stated that the only opposition they had encountered was in Boone County, Indiana. He discussed the key zoning ordinance considerations as to permitting styles and setbacks.

Mr. Ayers asked how tall the wind turbines were.

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Mr. Cummings stated that they were approximately 400 feet tall. He then gave information to the Commission on who to contact at the Purdue extension office and the website to get more information on wind farm development in Indiana. He then discussed how wind farms were laid out and developed at a site as well as how many acres would be involved for a project.

Mr. Wathen asked about compensation for land acquirement.

Mr. Cummings stated it varied widely from developer to developer. He stated that there were three main models. He stated that a group of farmers could purchase the turbines together, which model was not currently occurring in Indiana. He stated there was also the model where a developer would ask for farmers to invest initially followed by future project funding. He stated that the third model was purchase of the property by the company with financing after construction. He stated that his company would sign a lease with each landowner involved and there would be a development term ranging around five years to allow his company the right to develop. He stated that model would be a set amount of money per acre.

Dr. Hodgkin asked if that would be an automatic renewable lease.

Mr. Cummings stated yes and he explained how that would work with a development term, construction phase and thirty-year lease.

Dr. Hodgkin commented that when leases were signed ahead of time, there would be no commitment as to where the turbines would be located.

Mr. Cummings stated that was true and did could cause problems that had to be worked out.

Mrs. Johnston asked how long a turbine could remain operational.

Mr. Cummings replied approximately 25 to 30 years.

Mr. Whicker asked about the feasibility of a wind farm being located in Hendricks County and did the county have the potential for this source of energy.

Mr. Cummings replied there was a good expectation in Hendricks County but not on the order of 200 or 300 megawatts. He stated there was a greater possibility of a 50 to 100 megawatt farm.

Mr. Whicker stated that the county would need to define a parameter of measurement for their wind farms ordinance.

Mr. Cummings stated yes.

Mr. Whicker stated he understood the discussion on setbacks but had concerns about low frequency sound and shadow flicker.

Mr. Cummings replied that they should be very clear in their mitigation on addressing those concerns. He stated that shadow flicker would be of concern to non-participating landowners as it was not part of a lease agreement.

Mrs. Groves asked about post-construction maintenance.

Mr. Cummings replied that it varied from county to county but regulated how a farm was maintained properly and kept in good electrical condition.

Mr. Whicker asked how they negotiated with the counties regarding road use by heavy equipment and the inevitable road restoration.

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Mr. Cummings stated that they would conduct meetings with the engineer in a county and negotiate those matters.

Mr. Brad Whicker asked how they tied into the local electrical grid system.

Mr. Cummings explained that the turbines were tied with cables into a project collection substation which increased the power to tie into a transmission line in a particular county.

Dr. Hodgkin asked if those would be surface lines.

Mr. Cummings stated that between the wind turbine and substation, the lines would all be underground.

Mr. Cain asked for a discussion on grid issues and the availability in Hendricks County.

Mr. Cummings stated that Hendricks County would be Duke Energy territory.

Mr. Whicker stated that the western areas of the county would be on Hendricks Power Cooperative.

Mr. Cummings stated it did not matter what district a particular project would be in. He stated that all of the power companies in Hendricks County obtained their power from the large transmission lines that came into the state. He stated those lines were regulated by a company called MISO (Midwest Independent Systems Operator) and they operated all of the large transmission grids from North Dakota to Indiana. He stated there was also PJM which operated from the edge of Indiana and to the east. He stated those were the two regional transmission operators but his company dealt mainly with PJM.

Mr. Whicker stated that for a wind farm project in Indiana, a line would need to be run overhead of substantial size several miles to connect to one of the large transmission grids discussed by Mr. Cummings.

Mr. Cummings stated that was correct.

Mr. Cain asked what distance would be considered acceptable for the line.

Mr. Cummings stated that it varied and would be determined by how large a development was and what size line was being tied into. He stated that the wind farm developed in Benton County, Indiana had run a transmission line between 20 and 25 miles, which would cost approximately one to two million per mile.

Mr. Whicker asked what the development investment per turbine was.

Mr. Cummings replied approximately three to four million per turbine.

Dr. Hodgkin asked if a wind farm was considered a taxable entity.

Mr. Cummings stated yes but that his company would ask for an abatement in the beginning. He stated that it would eventually be approximately \$20,000 per megawatt per year in taxes.

Mr. Whicker asked for a time span for a project.

Mr. Cummings stated that a goal would be three to five years.

Mr. Whicker asked what other state or federal agencies would they go through in Indiana.

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Mr. Cummings mentioned the department of natural resources but he was not sure about any other agencies.

Mr. Brad Whicker asked who manufactured the turbines.

Mr. Cummings responded that his company used Vestas, General Electric, Suzelawn, and Axiona Wind.

Mr. Whicker asked for any further questions or comments.

Mr. Cummings thanked the Commission for its time.

It was noted here that Mr. Wathen and Dr. Hodgkin left the meeting.

Mr. Reitz then stated that the staff would present the information they had researched on wind farms.

Mrs. Groves asked where the staff had obtained the information presented to the Commission.

Mrs. Ternet stated that she had used a model ordinance from the state of Pennsylvania as well as some others.

Mr. Whicker then asked Mr. Cummings to comment on why there was a negative response to the wind farm in Boone County.

Mr. Cummings stated that the issues were due to concerns by farmers, health issues, general worries, real estate developers and farmland preservation.

Mr. Reitz then continued with the second part of the staff's presentation as follows:

Major Land Use Concerns

- Bird & bat fatalities
- Noise
- Shadow flicker
- Public health
- Other – few jobs, declining property values, ice buildup, oil & fluid leaks, tower & facilities fires

Regulating Wind Farms

- Definitions
- Ordinance elements
- Type of Use – permitted in AGI district or special exception in AGR district but not permitted elsewhere

Hearing Approval Process

- AGI rezoning (public hearing)
- DPR (public hearing)
- Building Permit

Mr. Cummings asked if he could ask a question on what was entailed in the AGI district zoning.

Mr. Reitz stated that the agriculture intensive district was a special district created in 2008 to house industrial strength agricultural activities or largely, confined feeding operations and ethanol plants among other things. He stated that they believed the AGI district was a good fit for the wind farm use. He also stated that the designation was a floating district that didn't currently exist unless the requirement was to rezone agricultural land.

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Mr. Reitz and Mr. Cummings discussed how the process would work for a proposed wind farm in Hendricks County.

Mr. Whicker discussed the inclusion of the liability insurance and decommissioning portions of a proposed ordinance and questioned those inclusions. He concluded by stating that he felt the proposed ordinance was covered fairly and not with undue regulation.

Mrs. Groves commented that she had concerns about a request for rezoning to the AGI district and determining what areas would be used for the wind farm project. She felt that left a large amount of land rezoned to the AGI district.

Mr. Fazzini stated the uses for an AGI district could be limited or uses excluded by the Plan Commission.

Mrs. Groves said that was something that should be looked at carefully.

Mr. Reitz commented that if a wind farm developer came in with an 8,000 acre project, it would want to use that total acreage for a wind farm, which would presumably be approved for use as a wind farm. He stated that how the 8,000 acres was arranged was a subject for a development plan approval.

Mrs. Groves stated she was concerned about the portion that might not be used for a wind farm project. Mrs. Groves suggested creating a district for wind farms only.

Mr. Reitz then asked if there would be any benefit to allowing a special exception.

Mr. Reitz responded probably not if two public hearings were being held anyway. He stated that the Board of Zoning Appeals was not designed for hearing large projects but rather smaller individual parcels.

Mr. Whicker asked the Commission where to go next with this issue.

Mr. Cain stated that he felt further study should be done and the issue brought up again at the next meeting.

Mr. Whicker stated he felt if they thought the issues brought up at this meeting were reasonable, it should go forward.

Mr. Cain stated that he felt it was a good idea to be proactive on these matters.

Mr. Whicker and Mr. Brad Whicker agreed.

Mr. Reitz stated that the matter could be put on the agenda again as a discussion item.

Mrs. Groves asked about residential uses.

Mr. Reitz stated that was an entirely different issue as to having a definition for non-commercial wind turbines. Mr. Reitz stated that nothing that was covered at this meeting had anything to do with residential units. Mr. Reitz stated they could work that in tandem with the commercial use.

Mrs. Groves stated she believed they were more likely to receive the individual one or two turbines on 40 or more acres.

Mr. Brad Whicker stated he thought those would be cost prohibitive.

Mr. Whicker stated that the smaller residential turbine uses should be looked at as well but he thought they would be more problematic.

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Mrs. Johnston agreed.

Mr. Whicker then asked for and received a consensus from the members for the staff to move forward with the commercial and residential analysis for the wind farm use.

There being no further discussion, Mr. Whicker adjourned the meeting at 8:15 p.m.

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Don F. Reitz, AICP, Secretary