

In the Council Chambers of the Municipal Building, Thursday, November 16, 1972, at 7:00 p.m., E.S.T., with Council President Charlotte T. Zietlow presiding.

REGULAR MEETING  
COMMON COUNCIL  
CITY OF BLOOMINGTON,  
INDIANA

Present: James Ackerman, Wayne Fix, Richard Behen, Sherwin Mizell, Jack Morrison, Alfred Towell, Brian De St. Croix, Charlotte Zietlow.

ROLL CALL

Absent: Hubert Davis was out of town, for reasons of health.

Mayor McCloskey; James Regester, Corporate Counsel; Martha Sims, Controller; Carl Chambers, Chief of Police; James Wray, Director of Transportation; Grace Johnson, City Clerk; Danny Fulton, Redevelopment Director; Ted Najam, Assistant to the Mayor.

CITY OFFICIALS PRESENT

About 250 people including members of the press.

OTHERS PRESENT

Consideration of the minutes of November 2, 1972 was deferred to the next meeting as the members of the Council had not had time to review them.

MINUTES

Councilman Mizell asked whether the Board of Public Works claim for Craig Landscaping was for trees. Ted Najam said that a business fraternity at Indiana University volunteered labor for some kind of beautification project so he suggested to them that they go out and remove the red tile that is crushed and placed in the area between the sidewalk and the curb in front of the municipal building. With their labor and with a good price on sod from Craig landscaping, which is a firm involved in sodding the East Third Project and the Indiana 37 Project, one Saturday we dug out all the stone and then put in some nice dirt and sod so that we now have green under the tree plot in front of the municipal building and under the flag pole.

EXAMINATION OF CLAIMS

Councilman Mizell asked about two claims against the travel department of the Irwin Bank--one from Parks and Recreation and one from the Older Americans Center. Mrs. Sims said that that was for plane fare for a convention--the fare was charged on a credit card with the Irwin Bank. The convention was in California. Councilman Mizell said that he thought governmental units did business within the City of Bloomington rather than using a bank in Columbus.

Councilman Mizell asked about the claim from Redevelopment for William Lloyd. Mayor McCloskey explained that he is the attorney for the West Side PAC.

Councilman Mizell asked about the claim from Sanitation for \$198 for Allways Travel and one from Water for Allways Travel for \$228. Mayor McCloskey explained that that was the trip to Kansas City that he and the members of the Board of Public Works went on three weeks ago.

Councilman Mizell asked about the claim in sewage works improvement for Topp homes and First National Bank, \$1,180. Mrs. Sims said that it would be a rebate on sewer installation. Mayor McCloskey

said that he thought the Council would be hearing on the status of the review of the rebate policy very soon; just a very few days ago we received the final report back from Black and Veatch, which is being distributed within the administration now. One of the instructions was to give a much more extensive treatment of the rebate policy than was in the original report.

Councilman Mizell asked about the claim under water depreciation for Topp homes and First National Bank for \$1,700. Mrs. Sims said that one of the claims would have been for water and one for sewer.

Mayor McCloskey addressed the Council;

MESSAGE FROM THE MAYOR

"I would like to say as a brief resume of the memorandum which I presented to the Council today, which basically endorsed the proposed landlord-tenant ordinance--I did this only after much thought. Quite frankly I wish I did not really believe that an ordinance like this is needed. I think, unfortunately there is a definite need. On the other hand, personally and philosophically, I would be less than candid if I did not state that I am less than enthusiastic about the social controls involved. However, I believe they are necessary and I think it is obvious that over the months and years, however this turns out, it will be subject to amendments and improvement. We will have to see how it works. I believe Councilman Towell has numerous amendments proposed for this evening; the landlords and other interested persons have been talking to the Administration today about proposed amendments tonight. I would like to commend Mr. Towell for his efforts and dedication in this area over the last year. I would also like to commend both those landlords who have shown goodwill and good faith by being willing to offer their ideas and their suggestions to the administration regardless of their personal viewpoints about the overall policy and impact of it. I think it should be noted that obviously we are in a grey area as far as legality. I think legality of the ordinance, while I do not think it is illegal, is an open question under Public Law 250. Public Law 250 is a very liberal granting of powers--codification of powers for municipalities. It very well may be that, although there is a phrase that municipalities do not have the right to regulate the law of contract, it is qualified by a statement, except as incident to exercise of an independent municipal power. I think there is an independent municipal power involving the city being concerned about housing supply and housing conditions. I just hope that a spirit of civility and good neighborliness prevails in the Chambers tonight. I am sure that this will be the case.

"Turning to one other thing, I would like to ask the Council's approval this evening for the long-awaited appointment to the Environmental Commission. He is Dick Howe, who is currently working with Dr. Bonser in the School of Public and Environmental Affairs. He has an excellent environmental background. He is past deputy director of the Chicago Environmental Control Department; he has had extensive experience, not only drafting environmental ordinances for a city but in administering them and enforcing them. He holds master degrees in Sanitary Engineering, Water Resource Management and Urban and Regional Planning. He holds a Ph.D. in Resource Management and I am looking for him to have a major impact in the water quality area, particularly as we look to the problems of Lake Monroe.

Councilman De St. Croix moved that the Council approve Mayor McCloskey's appointment of Dick Howe to the Environmental Commission. Councilman Towell seconded the motion. The motion was carried by a unanimous voice vote.

David Goodman addressed the Council:  
 "Due to the nature of my comments I would like to ask that the microphones be closed and, if necessary, the TV cameras be disconnected. This concerns the police administration and having talked with one of your council members, I would appreciate it if this could be done."

PETITIONS AND  
COMMUNICATIONS

Council president Zeitlow said that she did not fully understand the implications of what Mr. Goodman was saying.

Mr. Goodman said: "It has been a policy that has been assumed; this has nothing to do with infringements of individual rights--there was a decision made that apparently was a unilateral decision involving our law enforcement people. This is not a criticism of our law enforcement people but it has to do with something whereby the explanation to which would involve revealing items that are not necessarily in the best interests."

Mayor McCloskey said: "I have no idea what Mr. Goodman is getting to or talking about--surely he has a right to do so; I would recommend against any policy of going off the record at a public meeting. If this involves a police personnel matter, I would prefer that it would go before the Board of Public Safety."

Mr. Goodman said: "It does not involve police personnel; it involves the City Council. This involves the procedure whereby the City of Bloomington unilaterally has removed from the police headquarters all monitoring of the security systems for all Bloomington businesses. This matter has been broached privately both to Mayor McCloskey's office where I was referred to Chief Chambers who most graciously accepted it and referred me to Ted Najam who most graciously accepted it and referred me to the Council."

Council president Zietlow said that there would be a two-minute recess while the Council conferred with Mr. Goodman.

After the recess Mr. Goodman addressed the Council as follows: "As the City Board, I am sure is well familiar, there was up until a few months ago a protection system called American District Telegraph which is a burglar alarm system that is wired in directly to police headquarters for the purpose of security of both residences as well as businesses whereby value protection is of utmost essential purpose, not only to maintain the security of the business but in fact to remain in business because as the board members are quite aware the insurance commissioner, through what used to be called the Indiana Rating Bureau has the power to deny insurance coverage based on high risk businesses without this security being in effect. Bloomington is quite aware that they have had a major problem in the past with ratings as a result of a lack of fire protection and went to great expense to add a second fire station as a means of giving better protection for fire in the City of Bloomington. Yet they have taken a giant step backwards by removing this service from the City of Bloomington Police Department. Now the ramifications of this, gentlemen, are many--and Madam Chairman--are many. First of all, you have a problem in today's age with security, regardless of how elaborate the

security measures are. Every businessman and everyone concerned with crime is most aware of this. The problem that I am concerned with and it should be the concern of the Bloomington Council is one that has become clear many times in the past and one only has to read the two fine newspapers in Bloomington to find it very prevalent now. I think there needs to be a clarification and a very definite meeting between the City Police Department, the Mayor's office, and the Board to make three decisions: (1), what shall be the extent of coverage provided in terms of law enforcement coverage to protect businesses--both personal and tangible assets. Second of all, to what extent does any of the three bodies, independent of public announcement, independent of public disclosure and after the change has occurred, have the right to inform people that this has been done. The point I am getting to is this--when the removal was made from Police Headquarters the subscriber to that service had no advance warning that this was taking place. As a result, many businessmen in Bloomington received notices from insurance companies that their policies will either be cancelled or increased in rates by as much as 50%. In addition to that we face the problem that upon renewal, the rating bureau will look with enough disfavor as to recommend to the rating bureaus that companies not underwrite risks located in Bloomington, Indiana. Now if Bloomington is interested in maintaining its business climate this has to be addressed and has to be addressed immediately. And in prior communications I have not been successful in getting an answer. The answer that has been given so far and the reason that was given for removal from Police Headquarters was the fact that they no longer have the space to maintain the monitoring of the equipment necessary to provide this type of protection. The point was valid in terms of the equipment that was in there; the point was completely invalid in terms of this day and age of transistorized technology which can monitor approximately one hundred times the number of alarms that were currently installed in one fourth the space that was currently being used.

Councilman De St. Croix asked Mayor McCloskey if he thought it would be possible to arrange a meeting for Mr. Goodman with the appropriate persons.

Mayor McCloskey said that he respects Mr. Goodman and he welcomes him for bringing these concerns here. Mayor McCloskey said, "I don't think there has been any secret involved; this was openly discussed at the Board of Public Safety--at least one meeting if not more; secondly, we had no illusions about the fact that if such a service were transferred from the Police Department that it wouldn't be a matter of public knowledge either through the general disclosure of the community or through the ADT Company itself. The Board of Safety and the Mayor's office discussed this in some detail basically being a policy decision with the Police Department, in effect, working for a private company to the detriment of the Bloomington Police operations. If you want more details, Mr. Chambers can give them later but I will be glad to schedule a meeting with the Board of Public Safety, Mr. Goodman, Mr. Chambers and myself for early next week.

Mr. Goodman said: "Mayor, I don't disagree with what you have said. I disagree with the fact that the people most concerned were not notified directly and as a result we have had the after the fact problems that should not have existed. The second problem is that while I agree with the meeting there is some relevancy attached to the timing from that meeting to what will take place because there are some businesses that face deadlines for answering to insurance companies as to why they were not notified of the change in protection directly affecting the change in insurance rates. I am sure you are aware of this. Can a meeting resolve the problem without Board action?"

Mayor McCloskey said: "I would say it would be best if the Board and the Chief and myself met."

Mr. Goodman: "That is all I need to know."

None.

REPORTS FROM CITY OFFICIALS AND DEPARTMENT HEADS

Paul Miller, Chairman of the Drug Commission, addressed the Council: "We have finally put together most of what we should have been doing comprehensively and efficiently in the last year and we are ready to proceed to apply to the National Institute of Health for federal funds for Bloomington to provide a more comprehensive drug program within our City, particularly in the area of rehabilitation. I think most of you received in your mailboxes today a profile of the program we are projecting and the attached budget and some further explanation of the details of the program. Our hope is that if the Council members want to talk to us as members of the Commission, you will do so by contacting one of the members of the Commission. We are going to put the burden on you, assuming that if you have questions you will make every effort to contact us, and not that we will make every effort to contact you. We are asking that a special Council meeting be held on Tuesday, November 21 at 7:30 p.m. here in the Council Chambers for the purpose of public discussion and public hearing and then hopefully positive and affirmative action by the Council. I think that is as much as I would like to say at this time and if you have questions I will be happy to answer them.

REPORTS FROM OFFICIAL BOARDS AND COMMISSIONS

Councilpresident Zietlow said that the deadline for filing the application for federal money is December 1 and there seems to be no other time than November 21 for the discussion that is needed on the proposal.

None.

REPORTS FROM STANDING COMMITTEES

Councilman Towell said that he would like at this point to thank everyone who participated in the making of the proposed landlord-tenant ordinance; that includes many citizens, it includes all kinds of people who have suggestions, it includes the landlord's association, Student Government, the Tenants" Union-- it includes many legal advisors from the Law School and elsewhere. "I hope the result is worthy of all that discussion and work by so many"

REPORTS FROM SPECIAL COMMITTEES

Councilman Fix said: "As I indicated I might do two meetings ago, I have contacted Purdue University as far as their personnel was concerned in landscape architecture. They do happen to be in between positions now, but by January 1, they expect to have a landscape architect and he would be glad to work with any of the PAC groups or the Redevelopment Commission and the Planning Commission in working out landscape plans for the parking lots and the town in general. The Indiana Department of Natural Resources has instituted an urban forestry program and arrangements have been made with them for a forester to come here and have a detailed plan for the existing trees that we have in the City.

MESSAGES FROM COUNCIL MEMBERS

Councilman Mizell said that over the last eleven months... "I have been continually carrying a message from this Council to the Plan Commission and we are finally ready to announce again the public hearing for the proposed zoning ordinance and new land use maps. I would also, at this time, like to take an opportunity to thank all of the people who have worked in preparing this zoning ordinance. This includes a number of citizens from the advisory groups who have worked long and hard, the Planning Staff, the Planning Commission and citizens in general. The public hearing for the new proposed zoning ordinance will be November 27--Monday, in Studio 6 of the Radio & TV Building on the IU campus. This will allow for a live audience participation; it will allow for television coverage of the public hearing. We will also have a telephone available so that people who are viewing it live can call in their comments and questions. So I would invite everybody who can be there to be there in person; those who can't make it--to please watch on TV. As far as I know, it will be 7:30 p.m. I would also like to give an orchid to the local newspapers who have agreed to print the entire ordinance as a supplement to the papers. This will probably be out sometime during the week of the 20th of November. Now we recognize that there are groups of individuals who would like to look at the ordinance in greater detail and can't wait until that week. The Plan Department is making copies available to representatives of various groups--the home builders groups, etc. Copies will be available to representatives of the various groups. The maps which will go along with this ordinance--there are 216 quarter section maps--in order to make it easier to handle we have reduced these maps down to 15 maps. These can be made available to the public at cost. They will be on display in the Planning Conference Room, the Public Library, the City Clerk's Office, the Chamber of Commerce, etc. We anticipate that it will take more than one public hearing to go through the ordinance. We were not able to schedule the TV facilities beyond the first night; however, we do have rooms reserved so that as long as it takes to go through the public hearing, we will have rooms available. The Planning Department was to try to reserve the Council Chambers for the subsequent nights.

Councilman De St. Croix announced that the Manpower and Employment Task Force will be meeting again shortly after Thanksgiving. Anybody who is interested in working with the task force should leave their name and phone number at the Council Office and we will notify you when the next meeting is scheduled. We could use some more help and I think we will be doing some important things.

Councilman Jack Morrison moved that Resolution No. 72-67 be introduced and read by the Clerk. The motion was seconded by Councilman De St. Croix and carried by a unanimous voice vote.

#### RESOLUTIONS

72-67 Budget Transfers

Grace E. Johnson read Resolution No. 72-67.

Councilman Morrison moved that Resolution No. 72-67 be adopted. Councilman De St. Croix seconded the motion. In response to a question from Council president Zietlow, Mrs. Sims explained that the transfers in the Board of Public Works budget were to cover the Xerox and telephone bills.

The question was called. Resolution No. 72-67 was ADOPTED BY A ROLL CALL VOTE of 8 Ayes, 0 Nays.

Councilman Ackerman moved that the agenda be reversed to have consideration of Item 14-Introduction of General and Special Ordinance, before Item 13-Ordinance-Second Reading. Councilman Mizell seconded the motion.

#### REVERSAL OF AGENDA

THE MOTION WAS CARRIED BY A UNANIMOUS VOICE VOTE.

Councilman De St. Croix moved that Ordinance No. 72-80 be introduced and read by the Clerk. The motion was seconded by Councilman Morrison and carried by a unanimous voice vote

INTRODUCTION OF GENERAL AND SPECIAL ORDINANCES

No. 72-80 - Rezoning

Grace Johnson read Ordinance No. 72-80.

Councilman De St. Croix moved that Ordinance No. 72-81 be introduced and read by the Clerk by title only and posted around the City as required by ordinance. The motion was seconded by Councilman Morrison and carried by unanimous voice vote.

No. 72-81 - Rezoning

Grace read Ordinance No. 72-81. Councilman Mizell explained that this is the Girl Scout residence.

Councilman De St. Croix moved that Ordinance No. 72-82 be introduced and read by the Clerk by title only and posted around the City as required by ordinance. The motion was seconded by Councilman Morrison and carried by unanimous voice vote.

No. 72-82 - Rezoning

Councilman De St. Croix moved that Ordinance No. 72-83 be introduced and read by the Clerk. The motion was seconded by Councilman Morrison and carried by a unanimous voice vote.

No. 72-83 - Private Parking

Grace Johnson read Ordinance No. 72-83.

Councilman De St. Croix moved that Ordinance No. 72-84 be introduced and read by the Clerk by title only and posted around the City as required by ordinance. The motion was seconded by Councilman Morrison and carried by a unanimous voice vote.

No. 72-84 - Annexation

Grace Johnson read Ordinance No. 72-84 by title only.

Larry Owens, City Attorney, explained that this is a neighborhood on the southeast section of Bloomington; it is a neighborhood bounded, roughly on the west by South High Street, on the south by Woodstock Place, on the north by Rogers School and on the East by the undeveloped area of Woodcrest Addition, which is bounded by College Mall Road. This is a neighborhood which is completely surrounded by the City at the present time. This annexation ordinance came about as a result of petitions received from a majority of the property owners in this neighborhood. Because they are on numerous sheets they were not provided with the copies of the ordinance but they are available in the City Attorney's office if either the Council or the public would care to view these petitions. This includes all of the homes on Woodcrest drive and all of the homes on Maxwell Lane, all of the homes on High Street, all of the homes on the north side of Woodstock Place. The Legal Department has contacted all the property owners in this area; we have spent numerous hours in the Auditor's office getting copies of the deeds to make sure we do have all of the owners of title in this area. All of the owners have received two letters of inquiry concerning this matter and the ones we were unable to get answers from have been contacted by telephone.

Councilman Ackerman moved that Ordinance No. 72-74, Salary Ordinance, be included on the agenda at this point, as requested by the Mayor's office. Councilman De St. Croix seconded the motion.

ORDINANCES -  
SECOND READING

No. 72-74

Councilman Towell said, "As parliamentarian, I would just like to say that we adopted a resolution which said that changes in the agenda had to be unanimous. Ordinarily they would be by majority but we did adopt a resolution. I think it is important that we know this before voting."

The motion was carried by a unanimous voice vote.

Councilman De St. Croix moved that Ordinance No. 72-74 be advanced to second reading and read by the Clerk, as revised. Councilman Morrison seconded the motion. The motion was carried by a unanimous voice vote.

Grace Johnson read Ordinance No. 72-74 as revised.

Councilman De St. Croix moved that Ordinance No. 72-74 be adopted. Councilman Morrison seconded the motion.

Mrs. Wallace, a member of the audience, objected that the salaries were too low: "Don't pay people a salary they can't live on."

Ted Najam said that he agreed that the salaries are low, but said they are in line with salaries paid by the City of Bloomington. "This is for the Criminal Justice Laboratory in the basement of the Municipal Building, a project funded by the Law Enforcement Assistance Administration, which will give us one of the finest crime laboratories in the state. The salaries here are comparable to those salaries of persons doing similar duties at Indiana University or at the State Police Crime Lab in Indianapolis. The amendment was suggested, and in fact virtually required by the Region Six office of the Criminal Justice Planning Agency which is responsible for the initial grant application which funded this project."

In response to a question from Councilman Morrison, Mr. Najam explained that the Criminal Justice Planning Agency functions with several different fiscal years and that this ordinance is effective beginning October 1, 1972.

Councilman Morrison said that he was not sure that the Council could, at this time, pass a salary ordinance for 1973. Larry Owens, City Attorney said, "Yes, in my opinion, you can do it."

Ted Najam said: "This was the product of a recent ruling by the State Board of Tax Commissioners--that in spending federal money in federal projects we need a salary ordinance just as we need a salary ordinance for any other employee. Although the money in this instance is federal money, it is channeled through the Controller's office and therefore a salary ordinance is needed."

In response to a question from Mrs. Mary Baker, Councilpresident Zietlow said that these are full time positions.

In response to a question from the audience, Mr. Najam said that it is a fully equipped crime lab which is almost now fully operational--"I would say that most of the tests that have been conducted thus far have been drug analyses but it is not in any sense limited to drug analyses; it will cover the whole spectrum of criminal analyses--any kind of police work--such as paint analysis--matching one kind of paint with another, analysis of blood samples, analysis of clothing--any kind of technical, chemical oriented analysis in connection with police investigations."



There being no further discussion, the question was called. Ordinance No. 72-74 was adopted by a ROLL CALL VOTE OF AYES 8, NAYS-0.

Councilman De St. Croix moved that Ordinance No. 72-77 be advanced to second reading by the Clerk by title only. The motion was seconded by Councilman Mizell and carried by a unanimous voice vote. No. 72-77 - Annexation (East Tenth Street)

Grace Johnson read Ordinance No. 72-77 by title only.

Councilman De St. Croix moved that Ordinance No. 72-77 be adopted. Councilman Mizell seconded the motion.

Larry Owens explained that this is the voluntary annexation by Mr. and Mrs. Carson at 930 North Smith Road.

Ordinance No. 72-77 was ADOPTED BY A ROLL CALL VOTE OF Ayes 8, Nays 0.

Councilman De St. Croix moved that Ordinance No. 72-78 be advanced to second reading and read by the Clerk by title only. The motion was seconded by Councilman Morrison and carried by a unanimous voice vote. No. 72-78 - Annexation (20th and Lincoln)

Grace Johnson read Ordinance No. 72-78 by title only.

Councilman De St. Croix moved that Ordinance No. 72-78 be adopted. Councilman Morrison seconded the motion.

Mr. Owens explained that this is the voluntary annexation by Mr. Howard Pierson of one and one half lots located at the southeast corner of 20th and Lincoln Streets.

Ordinance No. 72-78 was ADOPTED BY A ROLL CALL VOTE of Ayes 8, Nays 0.

Councilman De St. Croix moved that Ordinance No. 72-79 be advanced to second reading and read by the Clerk by title only. The motion was seconded by Councilman Morrison and carried by a unanimous voice vote. No. 72-79 - Annexation (Whitehall Pike)

Grace Johnson read Ordinance No. 72-79 by title only.

Councilman De St. Croix moved that Ordinance No. 72-79 be adopted. Councilman Ackerman seconded the motion.

Mr. Owens explained that this is the voluntary annexation by Mr. Doyle Newquist of a tract of land located on the south side of Whitehall Pike, a short distance east of Curry Pike.

Ordinance No. 72-79 was ADOPTED BY A ROLL CALL VOTE of Ayes 8, Nays 0.

Councilman Towell moved that Ordinance No. 72-76 be advanced to second reading and read by the Clerk by title only. Councilman De St. Croix seconded the motion. The motion No. 72-76 - Housing Quality

was carried by a unanimous voice vote.

Grace Johnson read Ordinance No. 72-76 by title only.

Councilman Towell moved that Ordinance No. 72-76 be adopted. Councilman De St. Croix seconded the motion.

Councilpresident Zietlow suggested that discussion be governed by a three-minute rule, alternating between speakers pro and con. Councilman Towell suggested that with the exception of spokesmen for various groups, that each speaker be limited to speaking once until everyone who wishes has had a chance to speak.

Councilpresident Zietlow asked that each speaker go to the microphone and introduce his/her self.

Councilman Towell addressed the ordinance: "I have quite a collection of suggested amendments that have been presented since the last meeting of the task force, some of them come from Dean Nicholas White's memorandum. We asked him to criticize the ordinance and to take the landlord's point of view in hopes that he would tell us if there was any unfairness in the ordinance. And on the basis of first a verbal communication we adopted numerous amendments and now we still have some of those left and when we got the detailed memorandum we found there were other things which were of merit and not just to get equity in the ordinance--I think there was already a great deal of equity. And secondly, some member of the Council had breakfast with the Landlord's Association and heard some suggestions from them. The drafting committee spent the afternoon working out what we think is suitable language-- in the spirit of the suggestions which we received this morning so that we do have a list of amendments. It is going to take some time to go through them. I would like to first simply review the stages in which this ordinance was formed. Between January and May a special committee of the Council met in public meetings and formed a task force of citizens who applied to be on that task force and had discussions of problem areas in landlord tenant relations. From those discussions some drafts of a possible ordinance evolved; at least six drafts that we have gone through. A goodly number of legal questions were tossed in our laps and we spent some months after that doing legal research and I recruited some legal talent and legal advice from various authorities. During the summer we worked very hard on assembling what we thought would be a well organized and to the point ordinance. On September 12 the review of the working draft assembled from the various papers that we had been using was begun. We reviewed the working draft on three successive Tuesday evenings. After the second meeting, on a Wednesday, there was an organizational meeting of the Landlord's Association and the working draft was revealed to the press at that meeting so that we became public before we intended to be; we were still working out the kinks and discrepancies in a draft. On September 26 the drafting committee's review was done and after getting together resources to manufacture another draft I called the Landlord's Association and various interested parties and told them that there would be a draft coming out, probably that next Monday. At that time I asked if they would like to meet with the committee to go over the provisions of the ordinance and we offered them that service. We knew that an interpretation of the ordinance would be that it was pro tenant and so we wanted to be as fair as we could. Actually the ordinance was finished and ready for distribution September 28 and at that time I took copies around the community, including representatives of the Landlord Association--correction, it was October 3 that the draft was ready. The following Monday there was a public hearing on the ordinance. This was for all persons interested in what the ordinance was about etc., and some helpful suggestions came from that public hearing. At that time Mr. Chuckney, the president of Monroe County Apartment Association requested a two-week period in which to become more familiar with the ordinance and to come up with suggestions. The next meeting of the committee was on

October 23. Thursday before that Monday meeting, October 23, we heard from the Apartment Association that they would not be coming to that meeting; that they wanted to meet in a closed meeting and discuss a position on the ordinance. But we met anyway and at that time we had suggestions from various people including Nicholas White and made many changes in the ordinance. On October 26 the landlords' statement came out and I think that that has had sufficient publicity that everyone knows its general content. On November 2 we had first reading and now, on November 16 we arrive at discussion before the Council of this ordinance. It has been very long in the making; it represents an awful lot of work, it represents contributions of many different people in the community--I am certainly not to be identified as sole author or as responsible entirely for this ordinance. Charlotte Zietlow, Wayne Fix, Brian De St. Croix, are Council members. My small drafting committee is John Irvine, Ed Pinto and Fred Ball. The task force consisted of 20 citizens or so at various times, including landlords and tenants. There are many other people who helped and some of them you will hear about in the discussion as I identify the source of some points.

We also consulted Mr. Townsend, Indiana's representative on the Uniform Commissioners who are drafting a uniform state law in this area. We asked him to look over our ordinance and to tell us what he thought and this week we received the following letter:

"Dear Mr. Towell: Pursuant to your request I reviewed your proposed landlord-tenant relationship ordinance which is an adaptation of the Uniform Residential Landlord and Tenant Act approved this summer by the National Commissioners on Uniform State Laws. It is my opinion that you have done an excellent job of reworking this law into the form of a municipal ordinance and that the ordinance as proposed is reasonable, workable and in good form. I know of no reason why such a law should not operate well as an ordinance or why it should conflict with state law. Areas of conflict between state statute and the ordinance have been carefully thought out and removed. This law represents approximately three years of study by a special committee of the National Conference on Uniform State Laws of which I was privileged to serve as a member. Views of various groups both on the side of the landlord and the side of tenants were represented by official advisors and were solicited and carefully considered by the draftsmen of the law. The Uniform Act is the culmination of a real effort to deal fairly with the problems of residential landlord and tenant relations. In most cases the law goes no further than current thinking and case law development in this area. Duties imposed on landlords do not generally exceed and in some cases are much less than the services actually furnished by decent law abiding landlords. The law does not bestow special favors upon tenants who adhere to their obligations and their basic duties to conduct themselves as reasonable neighbors. The law was not intended to allow tenants to escape their basic obligation to pay rent. In terms of general outlook this law should bring about better living conditions for the people in your community and in the long run aid landlords by making the leasing of property a more acceptable and desirable thing. Your Council is to be congratulated for taking on the responsibility of improving the quality of housing in your own community. The adoption of this ordinance in my opinion is a giant step in this direction because you have selected a law which attempts to achieve this result within the framework of the free enterprise system. The whole country surely will follow this noble experiment with great interest."

I would just like to say that Mr. Townsend has claimed to be the leading expert in Indiana on landlord-tenant law and I am very grateful for his kind letter. I would like to forego any further discussion at this time in order to introduce the amendments. I think they will lead to important discussion and perhaps they will guide us to the points which most merit discussion.

(Note: The following amendments refer to the line numbers of the draft of the ordinance dated 10/28/72.)

Councilman Towell moved that Section 5, line 11 of Ordinance No. 72-76 be amended by adding, at the end of the section, the following sentence: "This provision does not eliminate the necessity of proof of damages in a relevant and meaningful manner." Councilman De St. Croix seconded the motion.

Councilman Towell explained that the purpose of this sentence was to make clear the idea that things had to be exactly calculable in a mathematical manner was ruled out. There was no further discussion and the question was called.

THE MOTION WAS CARRIED BY A ROLL CALL VOTE OF Ayes 8, Nays 0.

Councilman Towell moved that Ordinance No. 72-76 be amended by inserting the phrase "or tenant" between the words "landlord" and "with" in section 9, line 3. Councilman De St. Croix seconded the motion.

There was no discussion and the question was called.

THE MOTION WAS CARRIED BY A ROLL CALL VOTE OF Ayes 8, Nays 0.

(The Council took an eight minute break at this point in the business.)

Councilman Towell moved that Ordinance No. 72-76 be amended by adding the following subsection (c) to Section 9, line 14: "(c) Service on the landlord and tenant shall be made in accordance with Indiana Law." Councilman De St. Croix seconded the motion.

There was no discussion and the question was called.

THE MOTION WAS CARRIED BY A ROLL CALL VOTE OF Ayes 7, Nays 0, Abstention: 1 (Councilman Mizell abstained as he was not present when the amendment was proposed.)

Councilman Towell moved that Ordinance No. 72-76 be amended by adding, at the beginning of subsection (a) of Section 12, line 2, the following sentence: "The terms and conditions of a tenancy agreement shall be considered to be mutually dependent." Councilman De St. Croix seconded the motion.

Councilman Towell noted that this sentence is included in the preamble and should be included in the body of the ordinance, as the preamble is not logically a part of the ordinance.

In response to a question from Councilman Ackerman, Councilman Towell said that this means basically that all of the parts of it are to be considered as working on each other; that the duties of the landlord and the duties of the tenant work together in the lease. It is a statement that a lease is not a one-way thing, it works both ways. "As I understand it, this is the legal way to say that," Councilman Towell added.

Ed Pinto said that it used to be that rent was considered as being separate from the duty of the landlord to repair; it is an old common law precept that when you rented land you rented the land without any buildings on it and without reference to the condition of the property.

There was no further discussion and the question was called.

THE MOTION WAS CARRIED BY A ROLL CALL VOTE OF Ayes 8, Nays 0.

Councilman Towell moved that Ordinance No. 72-76 be amended by Section 12, subsection (b)(3)(b), line 33 as follows: "(b) Entry may be made only with tenant permission, unless made between the hours of 9:00 a.m. and 5:00 p.m. and after advance notice of at least twenty-four (24) hours to the tenant of the date, time and purpose of entry." Councilman De St. Croix seconded the motion.

There was extensive discussion of the language of this section. Councilman Towell said that the intention of the amendment is that the landlord, with proper notice, can come into the apartment, but only with proper notice and then notice is twenty-four hours in advance. The landlord may enter, of course, for emergencies which is necessary to protect his property and also the property of the tenant. The other point is that the landlord needs to be able to show the property sometimes and in that case he has to get hold of you and you have to agree and it can be on one hours notice. (This point is covered by the amendment presented following this amendment.)

A member of the audience raised a question as to what constituted notice under the provisions of the ordinance. He was referred to the definition of notice given in Section 10, subsection (g), of the ordinance. Ed Pinto elaborated on the definition given in the ordinance.

The question was called. THE MOTION WAS CARRIED BY A ROLL CALL VOTE of Ayes 8, Nays 0.

Councilman Towell moved that Ordinance No. 72-76 be amended by adding, at the end of Section 12, Subsection (b)(3)(b), the following sentences: "The landlord may request access to the unit to show it to prospective tenants between the hours of 9:00 a.m. and 5:00 p.m. after advance notice of at least one hour. Permission for such entry by the landlord and prospective tenants shall not be unreasonably withheld by tenant." Councilman De St. Croix seconded the motion.

Councilman Ackerman said that there had been some discussion specifying that there would be 3 or 4 weeks before the end of the lease, during which it would be shown to prospective tenants. Councilman Towell said that this whole idea had been dropped; that it seemed that apartments were rented several months before the end of the term so that such a period would have to be a long one and it seemed to the committee to be a superfluous provision so he was not planning to make such a proposal.

A member of the audience suggested that the time be extended a couple of hours because of the burden placed on the landlord by the 9 to 5 limit in dealing with working people. He suggested that the time be extended to 7:00 p.m. (Note: A later amendment to the ordinance, extending the time to 7:00 p.m. was made at the Special Council Meeting on November 21, 1972 at which consideration of Ordinance No. 72-76 was completed.)

John Irvine said that the notion of reasonableness is a sort of judicial yardstick which he did not think could be made any more specific than as worded in the proposed ordinance. He said that he thought that the landlord could expect that the person who works from 9:00 to 5:00 would make some arrangement for the apartment to be shown to prospective tenants but that the committee was concerned that the tenants' right to privacy should be protected as far as showing the apartment to prospective tenants is concerned.

In response to a question from Steve Danzig concerning recourse for the landlord if he is not satisfied with the tenant's reasons for not granting entry, Councilman Towell said he thought that when these things do not work out they are a matter for the courts to handle. Ed Pinto said that this point is covered in Section 30, Landlord and Tenant Remedies for Abuse of Access.

Frank Barnhart spoke against the 9 to 5 limitation because both a prospective tenant and a present tenant working those hours would be under a hardship to find new housing or show the apartment he was vacating. He said it should be changed to "reasonable time". He said that the reasonable test would define the situation because a judge would obviously say if it was feasible to come to the apartment the time the tenant was there, that is the only time it is reasonable to be there, but if it is not feasible to come there when the tenant is there then it is reasonable to allow the landlord to be there when the tenant is not.

The question was called after extensive discussion. THE MOTION WAS APPROVED BY A ROLL CALL VOTE OF AYES 8, NAYS 0.

Councilman Towell moved that Ordinance No. 72-76 be amended by renumbering subsection (11) of Section 12 (c) to make it appropriately subsection 12(c)(10). Councilman De St. Croix seconded the motion. THE MOTION WAS CARRIED BY A ROLL CALL VOTE OF AYES 8, NAYS 0.

Councilman Towell moved that Ordinance No. 72-76 be amended by inserting a new subsection (d) under Section 12(b)(4) and renumbering the present (d), (e), (f), and (g) to become subsections (e), (f), (g) and (h), respectively; the new subsection (d) to be inserted would read as follows: "12(b)(4)(d) to keep the premises in reasonable repair during the term of the tenancy agreement, except when the disrepair has been caused by the willful or irresponsible conduct by the tenant, his guest, or a person under his direction and control." Councilman De St. Croix seconded the motion.

Councilman Towell said that he thought this was the practice of every good landlord and there is nothing unusual about this section; the duties of landlords were being stated in the ordinance and the committee felt that this one should also be stated.

(During the discussion of this amendment, Frank Barnhart suggested that the phrase "his guest" be inserted to clarify any question that might arise as to whether a tenant's guest was under the tenant's direction or control. Councilmen Towell and De St. Croix accepted this revision of the amendment.)

The question was called after extensive discussion. THE MOTION WAS CARRIED BY A ROLL CALL VOTE OF AYES 8, NAYS 0.

Councilman Towell moved that Ordinance No. 72-76 be amended by changing the last sentence of Section 12 (f) to read as follows: "When the rent is to be pro rated for a period less than a rent paying period, except as otherwise provided, rent shall be uniformly apportionable from day to day." Councilman Ackerman seconded the motion.

Councilman Towell said he thought this was common practice which the committee felt should be clarified in the ordinance.

the Question was called. THE MOTION WAS CARRIED BY A ROLL CALL VOTE OF AYES 8, NAYS 0.

Councilman Towell moved that Ordinance No. 72-76 be amended by changing Section 12(g) to read as follows: "12(g) In absence of agreement as to term, the tenancy shall be month-to-month, or, in the case of occupancy of a rooming unit it will be week-to-week." Councilman Ackerman seconded the motion.

the question was called. THE MOTION WAS CARRIED BY A ROLL CALL VOTE OF AYES 8, NAYS 0.

Councilman Towell moved that Ordinance No. 72-76 be amended by making the last sentence of Section 14(d) a separate subsection (e). Councilman De St. Croix seconded the motion.

The question was called. THE MOTION WAS CARRIED BY A ROLL CALL VOTE OF AYES 8, NAYS 0.

Councilman Towell moved that Ordinance No. 72-76 be amended by adding, at the end of Section 16(c), the following sentence: "If the parties can agree to the cost of repair such portion as is due the tenant may be immediately refunded." Councilman De St. Croix seconded the motion.

Councilman Towell said he thought this was just a matter of common sense.

The question was called. THE MOTION WAS CARRIED BY A ROLL CALL VOTE OF AYES 8, NAYS 0.

Councilman Towell said that the following amendment was suggested by the landlords' association at the morning meeting. He said the committee had not considered the case of the tenant requesting extensive remodeling of an apartment and took the suggestion of the landlords' association as a friendly suggestion and prepared wording for the amendment.

Councilman Towell moved that Ordinance No. 72-76 be amended by adding a new subsection (e) to section 16 as follows: "16(e) When a tenancy agreement is to extend for a period of two years or more and the landlord at the request of the tenant undertakes extensive remodeling the landlord may request a deposit sufficient to secure performance of the tenancy agreement." Councilman De St. Croix seconded the motion.

(During the discussion of the amendment, Frank Barnhart questioned the original wording of three years. Councilman Towell and Councilman De St. Croix accepted the suggested revision of changing three years to two years and incorporated it into their motion.)

The question was called. THE MOTION WAS CARRIED BY A ROLL CALL VOTE OF AYES 8, NAYS 0.

Councilman Towell moved that Ordinance No. 72-76 be amended by revising Section 18, subsection (a) to read as follows: "18(a) The landlord and tenant of a single family rental residence may agree in writing that the tenant perform the landlord's duties specified in paragraph (4) of Section 12(b) and also specified repairs, maintenance tasks, alterations and remodeling, but only if the transaction is entered into in good faith and is clear and conspicuous, in writing, supported by consideration, results in reduced rent in proportion to the value received and not availed of to shift responsibilities arising from violations of building and housing codes." Councilman De St. Croix seconded the motion.

The question was called. THE MOTION WAS CARRIED BY A ROLL CALL VOTE OF AYES 8, NAYS 0.

Councilman Towell moved that Ordinance No. 72-76 be amended by inserting the words "a material" between the words "cure" and "noncompliance" in Section 18(b) (2). Councilman De St. Croix seconded the motion.

The question was called. THE MOTION WAS CARRIED BY A ROLL CALL VOTE OF AYES 8, NAYS 0.

Councilman Towell moved that Ordinance No. 72-76 be amended by renumbering the last sentence of Section 18 and changing the word "may" to "does" so that the last sentence would be as follows: "18(b) (4) The landlord does not treat performance of the separate agreement as a condition to any obligation or performance of any tenancy agreement." Councilman De St. Croix seconded the motion.

The question was called. THE MOTION WAS CARRIED BY A ROLL CALL VOTE OF AYES 8, Nays 0.

Councilman Towell moved that Ordinance No. 72-76 be amended by striking the word "property" and inserting in its place the phrase "rental building" in Section 19 (a). The motion was seconded by Councilman DeSt. Croix.

The question was called. THE MOTION WAS CARRIED BY A ROLL CALL VOTE OF AYES 8, Nays 0.

Councilman Towell moved that Ordinance No. 72-76 be amended by amending lines 15, 16 and 17 of Section 20 (a) to read as follows: "must be continuous and pursued with diligence. If the landlord is not attempting with due diligence to correct the material noncompliance the tenant shall deliver a second written.." Councilman De St. Croix seconded the motion.

THE MOTION WAS CARRIED BY A ROLL CALL VOTE OF AYES 8, Nays 0.

Councilman Towell moved that Ordinance 72-76 be amended by revising section 20(b) to read as follows: 20(b) If the cost of repairs to eliminate the noncompliance is less than two (2) months rent the tenant may elect to have the repairs made and deduct an amount equal to such costs from the rent. The tenant shall keep copies of records which he shall send to the landlord in lieu of rent.

Councilman De St. Croix seconded the motion.

THE MOTION WAS CARRIED BY A ROLL CALL VOTE OF AYES 8, NAYS 0.

(The Council took a five minute break at this point in the business.)

Councilman Towell moved that Ordinance No. 72-76 be amended by revising Section 20(e) to read as follows: "20(e) If the tenancy agreement is terminated, the landlord shall return all rent and security deposit funds not applied to accrued rent or other liability." Councilman De St. Croix seconded the motion. THE MOTION WAS CARRIED BY A ROLL CALL VOTE OF AYES 8, NAYS 0.

Councilman Towell moved that Ordinance No. 72-76 be amended by revising Section 21(b)(3) to read as follows: "21(b)(3) If the rental unit is not habitable within thirty (30) days of the notice of noncompliance the tenancy agreement may be terminated by the tenant without notice." Councilman De St. Croix seconded the motion. THE MOTION WAS CARRIED BY A ROLL CALL VOTE OF AYES 8, NAYS 0.

Councilman Towell moved to amend Ordinance No. 72-76 by revising Section 21(b)(2) line 25 by deleting "the substitute" and inserting "comparable" in its place. Councilman De St. Croix seconded the motion.

There was extensive discussion on this point (see the beginning of the third side of the tapes). Frank Barnhart pointed out that the limitation of two and one-half times the periodic rent for substitute housing would eliminate the presidential suite even if that were the only alternative housing available.

Councilman Towell moved to amend the motion by including in the amendment of the Ordinance, the deletion of the phrase, in 21(b)(2) "not in excess of an amount equal to two and one-half times the periodic rent prorated for the period of noncompliance". Councilman De St. Croix said that he could not accept the amendment to the motion which he seconded. Councilman Towell then restated the deletion as a motion to amend the motion on the floor. Councilman Ackerman seconded the motion. The motion was carried by a ROLL CALL VOTE of Ayes 7, Nays 1 (Nay: De St. Croix).

There was further discussion on the amended motion. Ed Pinto suggested that there should be consistency of the terminology and suggested that this be achieved by wording line 24 and following



as follows: "noncompliance, and in addition may recover the actual value of reasonable substitute housing, and in any case under this subsection, reasonable attorney's fees."

Councilmen Towell and Ackerman accepted this as an amendment to their motion.

The motion before the Council was to amend Ordinance No. 72-76 by revising Section 21(b)(2) to read, in toto, as follows: "21(b)(2) and in addition to Section 21(b)(1)(i) or (ii), if the landlord fails to supply adequate substitute housing, the tenant may procure reasonable substitute housing during the period of the landlord's noncompliance, in which case the tenant is excused from paying rent for the period of the landlord's noncompliance, and in addition, may recover the actual value of reasonable substitute housing and in any case under this subsection, reasonable attorney's fees."

THE QUESTION WAS CALLED.

The MOTION WAS CARRIED BY A ROLL CALL VOTE OF AYES 7, Nays 1 (Nay: De St. Croix).

Councilman Towell moved that Ordinance No. 72-76 be amended by rewording Section 21(c) to read as follows: "21(c) If the tenancy agreement is terminated, the landlord shall return all rent and security deposit funds not applied to rent accrued prior to the non compliance or other liability." Councilman De St. Croix seconded the motion.

The question was called. THE MOTION WAS CARRIED BY A ROLL CALL VOTE OF Ayes 8, Nays 0.

Councilman Towell moved that Ordinance NO. 72-76 be amended by rewording the next to the last sentence of Section 23 (b) to read as follows: "If the tenancy agreement is terminated the landlord shall return all rent and security deposit funds payable under Section 20(e)." Councilman De St. Croix seconded the motion.

The question was called. THE MOTION WAS CARRIED BY A ROLL CALL VOTE OF AYES 8, Nays 0.

Councilman Towell moved that Ordinance No. 72-76 be amended by rewording Section 24 lines 9 and 10 to read as follows: "attorney's fee; together with any prepaid rent and security deposit funds payable under Section 20 (e); however where the tenant." Councilman De St. Croix seconded the motion.

The question was called. The MOTION WAS CARRIED BY A ROLL CALL VOTE OF AYES 8, Nays 0.

Ed Pinto suggested that the word "prepaid" should be deleted.

Councilman De St. Croix moved that the word "prepaid" be deleted from Section 24 line 9 of Ordinance No. 72-76. Councilman Ackerman seconded the motion. the question was called. THE MOTION WAS CARRIED BY A ROLL CALL VOTE OF AYES 8, Nays 0.

Councilman DeSt.Croix moved that Ordinance No. 72-76 be amended by adding, at the end of both Section 25 (a) and Section 25 (b) the following sentence: "Upon eviction by the landlord or his agent all duties of further payment under the tenancy agreement cease unless otherwise specified by the court issuing the eviction order." Councilman Towell seconded the motion.

Frank Barnhart suggested that this would enable a tenant to make a nuisance of himself which would then force the landlord to evict him and then be excused from paying rent for the rest of the term. He said that he felt that under such circumstances he saw no reason why the tenant should be excused from paying rent for the balance of the term. Councilman De St. Croix

asked that wording be proposed; he suggested that the insertion of the phrase "a court or" to make it read "by a court or by the court issuing the eviction order" would enable the landlord to take the matter to court for a judgment. Councilman De St. Croix said that he was concerned that the landlord not be put in the position of judging in this situation. Frank Barnhart said that he thought this change of wording would solve the problem he brought up. Councilman De St. Croix said he then offered the insertion of the phrase "a court or" as a friendly amendment.

There was discussion as to whether this would obligate the landlord to seek other tenants.

John Irvine suggested that the following wording be added to the end of the proposed amendment: "provided however, that this provision shall not be construed as to relieve the landlord of a duty to mitigate damages."

Councilmen De St. Croix and Towell accepted this revision of the motion. The motion before the Council is as follows: that the following sentence be added at the end of Section 25(a) and Section 25(b): "Upon eviction by the landlord or his agent all duties of further payment under the tenancy agreement cease unless otherwise specified by a court or by the court issuing the eviction order, provided however, that this provision shall not be construed as to relieve the landlord of a duty to mitigate damages."

The question was called.

THE MOTION WAS CARRIED BY A ROLL CALL VOTE OF AYES 8, Nays 0.

Councilman Towell moved that Ordinance NO. 72-76 be amended by rewording Section 30(b) to read as follows: "30(b) If the landlord enters the rental unit other than as provided herein the tenant may recover damages caused by the landlord's negligence or intentionally wrongful act." Councilman De St. Croix seconded the motion.

Councilman Towell said that this clarifies that it would be in a so-called illegal entry.

The question was called. THE MOTION WAS CARRIED BY A ROLL CALL VOTE OF AYES 8, Nays 0.

Councilman Towell moved that the title of the proposed ordinance be changed to "An Act to Improve the Quality of Housing in the City of Bloomington." The motion was seconded by Councilman De St. Croix AND CARRIED BY A ROLL CALL VOTE OF AYES 8, Nays 0.

(The Council took a five-minute break in business.)  
(Begin Side 4 of the tapes.)

Frank Barnhart said that the position of the apartment owners association that the provision concerning tenants' repair of material noncompliances allows the tenant to spend an excessive amount of money. He said the uniform law allows one half of one month's rent, while the proposed ordinance allows two months rent. He said that they felt this was excessive, particularly in regards to the younger tenants who have not had experience in making major repairs. He also noted that an individual tenant purchasing an air conditioner or a refrigerator would pay more than a landlord who is in the position of buying in quantity.

Council president Zietlow said that this section deals with a non compliance affecting health or safety and the tenant is authorized to have repairs done only after the landlord has had time to begin action to correct the noncompliance. She said she did not think there was room for abuse of this section.

There was extensive discussion as to what the limit of

repairs should be - one month for an inexpensive apartment was a lower amount than for a more expensive luxury apartment. Tenants of inexpensive apartments expressed the concern that the figure not be so low that they could accomplish nothing if repairs were required and the landlord failed to take action. The point was made that, if a tenant undertook excessively expensive repair, the landlord could take him to court for the difference between the necessary and the excessive repair.

Councilman Ackerman asked what happened to the agreement arrived at before the meeting that it be set at one half of one month's rent; John Irvine said he thought it was a low figure.

Frank Barnhart said that if the two month figure is kept, the tenant in some cases would be permitted to spend up to \$500 and that he did not think the tenant should be allowed to judge in that amount of money.

Councilman Towell said that this section refers to a serious condition after the landlord has had a chance to act and has not acted to correct the situation.

Ed Pinto suggested that the wording of Section 20(a) be changed to specify that written notice be given to the landlord prior to the tenant's taking action. Councilman Towell said that he thought it was stated as prior notice, and that it should be.

In response to an objection voiced by Mr. Barnhart, Councilpresident Zietlow said that the landlord has to provide proof that he has proceeded to correct the situation, such as having ordered a needed part. She said that she thought that if the tenant went ahead and purchased a new air conditioner after the landlord had submitted written proof that he has ordered a new part that the court would decide in the landlord's favor.

Councilman De St. Croix moved that Ordinance No. 72-76 be amended by inserting the word "prior" between the words "give" and "written" in the last sentence of Section 20 (a). Councilman Towell seconded the motion.

Frank Barnhart said that he thought this was still too much money.

The question was called. THE MOTION WAS CARRIED BY A ROLL CALL VOTE OF Ayes 8, Nays 0.

Councilman Ackerman moved that Ordinance No. 72-76 be amended by changing two months to one month in Section 20(b) and (c), lines 26 and 31. Councilman Behen seconded the motion.

Ed Pinto said that there is another two month specification in Section 21 which deals with heat and hot water.

Councilman Ackerman said he was proposing this change since a one month payment is made to the landlord against damages and this seems to be a reasonable amount to allow a tenant to use to counter damages.

There was discussion from the floor reiterating the previously expressed concerns that the amount not be made too little, in the case of the less expensive apartments. The suggestion was made that a specific amount be specified.

There was extensive discussion from the floor on this issue.

Councilman Towell said that he thought that this was an area where compromise was required and asked that the Council vote in favor of this amendment, to change the limitation to one month's rent.

John Irvine said that he thought that lower the amount in this section might benefit some small landlords and he was therefore in favor of the change.

After further discussion, Councilman Ackerman moved the previous question (to close debate). Councilman De St. Croix seconded the motion. THE MOTION WAS CARRIED BY A ROLL CALL VOTE OF AYES 8, Nays 0.

The question was called on the motion to change two months to one month. THE MOTION WAS CARRIED BY A ROLL CALL VOTE OF AYES 8, Nays 0.

Councilman Ackerman moved that the Ordinance No. 72-76 be tabled until the next Council meeting. Councilman Behen seconded the motion.

Councilpresident Zietlow said that a special meeting has been scheduled for next Tuesday for discussion of the drug commission report and the Ordinance could be discussed then.

There was discussion of the pros and cons of various possible meeting times for continuation of the discussion.

Councilman Towell said he would like to see the ordinance passed at this meeting. Councilman De St. Croix said that he thought the Council had a responsibility to the people who had come to the meeting and thought they should continue consideration of the ordinance.

Councilman Ackerman said he thought the Council had a responsibility to do the best job possible and that at this time of night he did not think that this was possible.

The question was called. THE MOTION TO TABLE FAILED BY A VOTE OF AYES 4, NAYS 4. (Nays: Towell, Mizell, De St. Croix, Zietlow)

Councilman Fix said he did not think he was in condition to conduct business at this time.

Councilman De St. Croix moved that Ordinance No. 72-76 be amended by changing the effective date in Section 33 from November 30th to December 15, 1972. Councilman Towell seconded the motion.

There was discussion from the floor concerning this motion.

The question was called after extensive discussion. THE MOTION WAS CARRIED BY A ROLL CALL VOTE OF AYES 7, Nays 1. (Nay: Ackerman)

There was discussion from the audience concerning the requirements of notice in the ordinance but no amendments were forthcoming.

Councilman Behen moved that the discussion of the Ordinance No. 72-76 be tabled until the soonest possible time that the Council can meet, and that all amendments be submitted 24 hours prior to that meeting. Councilman Ackerman seconded the motion. The question was called, THE MOTION WAS CARRIED BY A ROLL CALL VOTE OF Ayes 8, Nays 0.

The meeting was adjourned at 1:10 a.m., E.S.T.

*Charlotte T. Zietlow*  
Charlotte T. Zietlow  
Council President

ATTEST

*Amy G. Mann*  
Amy G. Mann, Secretary

RESOLUTION No. 72-67

November 16, 1972

BUDGET TRANSFERS

"BE IT HEREBY RESOLVED by the Common Council of the City of Bloomington, Indiana, that the City Controller of said City may adjust the appropriations of the following budgets, to-wit:

CITY COURT

FROM # 12 - Salaries & Wages, Temporary \$ 39.50  
TO # 25 - Repairs \$ 39.50

BOARD OF PUBLIC WORKS

FROM # 51 - Insurance \$3,500.00  
TO # 21 - Communications & Transportation \$2,500.00  
# 37 - Other Supplies 1,000.00

FIRE DEPARTMENT

FROM # 11 - Salaries \$2,300.00  
TO # 37 - Other Supplies \$ 300.00  
# 72 - New Equipment 2,000.00

HUMAN RIGHTS COMMISSION

FROM # 21 - Communications & Transportation \$ 35.00  
TO # 26 - Other Contractual Services \$ 35.00

Charlotte T. Zietlow  
Charlotte T. Zietlow, President  
Common Council, City of Bloomington

Francis X. McCloskey  
Francis X. McCloskey, Mayor  
City of Bloomington, Indiana

November 16, 1972  
ADOPTED: Date