



City of Bloomington Common Council

Legislative Packet

Wednesday, 07 February 2018

Regular Session

All materials and legislation contained herein.

For a schedule of upcoming meetings of the Council and the City's boards and commissions, please consult the City's [Calendar](#).

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Packet Related Material

Memo

Agenda

(for Calendar of City Meetings – Please see <https://bloomington.in.gov/calendar>)

Notices and Agendas:

- **Special Session to Receive the Mayor’s State of the City Address – Buskirk-Chumley Theatre at 7:00 pm** (doors open at 6:30 pm)

Legislation for Second Readings

- **Res 18-03** To Approve an Interlocal Cooperation Agreement between the City of Bloomington and Monroe County for the Operation of the Monroe County Central Emergency Dispatch Center
 - Memo to Council from Michael Rouker, City Attorney
 - Monroe County and City of Bloomington, Indiana Interlocal Cooperation Agreement for the Monroe County Central Emergency Dispatch Center
 - Exhibit A – Amount and Schedule for Equalization of Costs
 - Strikeout Version - *comparing Proposed and Existing Agreements.*

Contact: Mike Rouker at 812-349-3426 or roukerm@bloomington.in.gov

Legislation for First Reading:

- **Ord 18-02** An Ordinance Re-Establishing Cumulative Capital Development Fund Under IC 36-9-15.5
 - Memo from Jeff Underwood, Controller

Contact:

Jeff Underwood at 812-349-3412, or underwoj@bloomington.in.gov

Philippa Guthrie at 812-349-3426 or guthrip@bloomington.in.gov

- **Ord 18-03** To Amend Title 8 of the Bloomington Municipal Code, Entitled “Historic Preservation and Protection” to Establish a Historic District – Re: The Batman-Waldron House at 403 West Kirkwood Avenue (Nancy Garrett, Petitioner)
 - Aerial Map;
 - Memo to Council from Rachel Ellenson, Program Manager, Housing and Neighborhood Development Department;
 - Application
 - Staff Report to Council tying Designation to Criteria
 - Map
 - Photos of House Exterior and Grounds

Contact:

Rachel Ellenson at 349-3401, ellonsor@bloomington.in.gov

Philippa Guthrie, at 349-3426 or guthriep@bloomington.in.gov

Minutes

- Special Session – October 10, 2017
- Regular Session – December 20, 2017

Memo

One Resolution under Second Readings and Resolutions and Two Ordinances under First Readings at the Regular Session on February 7th

The agenda for the Regular Session next Wednesday includes a resolution under Second Readings and Resolutions and two ordinances under First Readings. The legislation and background material are all contained in this packet and are summarized below. Please note that there are two sets of minutes (included in this packet) and should be some appointments ready for action next week as well.

Second Readings

Res 18-03 – Approving a new Interlocal Agreement with Monroe County Regarding the Central Emergency Dispatch Center

The one item under Second Readings and Resolutions at the Regular Session next Wednesday is **Res 18-03**. This resolution would approve a new *Interlocal Agreement (Agreement)* with the County for the management, operation, and maintenance of the Monroe County Central Emergency Dispatch Center (Dispatch

Center).¹ This summary calls upon the Memo to the Council from Mike Rouker, City Attorney, and Council materials covering the initial agreement in 1998 (Res 98-01) and four previous amendments in: 2003 (Res 03-17), 2007 (Res 07-11), 2015 (Res 15-19), and 2017 (Res 17-01 and Res 17-42).

Please note that agreements between political subdivisions (otherwise known as "interlocal agreements") are authorized and governed by I.C. 36-1-7-3 and must include the:

- duration;
- purpose;
- manner of financing, budgeting, staffing and supplying the joint undertaking;
- method(s) for disposing of property in the event of a partial or complete termination; and
- administration either through a separate entity or a joint board (which is the approach taken here) with powers as delegated by the agreement.

In addition, these agreements may include:

- any other appropriate matters.

History

In 1998, with the help of a \$150,000 *Build Indiana* grant, the City and County combined their dispatch operations in a portion of the newly-renovated JFK Law Enforcement Center on East 3rd Street. That began what the 2015 memo to the Council from the former Corporation Counsel, Margie Rice, described as a “long-standing partnership in the operation of a combined, central emergency dispatch system ... [that] has benefitted the community, the tax payers of both the City and County and all those in need of prompt and reliable dispatch services.”

That partnership was memorialized in the 1998 Interlocal Agreement which, as mentioned above, has been amended on four occasions: in 2003, 2007, 2015 and 2017.

The amendments in 2003 (first amendment) increased staffing levels (to reflect the staff at that time), specified qualifications of Policy Board members (pursuant to statute), and revised the duties of the Policy Board (in particular by clarifying control over the personnel and equipment and allowing the Board to set standards for the levels of service provided by central dispatch to other agencies).

¹ Please note that, at one time, this was known as the Combined Emergency Dispatch System.”

The amendment in 2007 (second amendment) provided for automatic renewal of the Agreement on an annual basis unless one party gave the other a year's notice.

The amendments in 2015 (third amendment) reflected the next step in the partnership which was taken in 2014. That year, the parties agreed to build and equip a state-of-the-art facility as a condominium unit on the second floor of the Downtown Transit Center at the corner of 3rd and College. In the planning for that project, the City agreed to pay for the construction and the County agreed to pay for the equipping of the facility. The third round of amendments:

- added the new location and separate ownership of the facility which, for the first time, allowed for a true sharing of all operating costs (except personnel) and provided for the City to invoice the County for the previous year's costs by February 1st and the County to pay by April 1st ;
- moved toward an equalization of the costs² and treatment³ of personnel which, at that time, were housed in one place but divided between the two parties;
- provided for "Equalization of Payments" to account for the County's costs for equipping the facility⁴ exceeding the City's costs of construction;⁵
- clarified the powers and duties of the Policy Board and Oversight Board;
- shifted duties for handling funds from the County Auditor to both the Auditor and City Controller, and foresaw a renegotiation of the contract in the event of the establishment of new tax revenue (*see below*); and
- clarified the notification procedures and disposition of assets in the event of termination of the Agreement.

The amendments in 2017 (fourth amendment) were even more extensive than in 2015 and were driven by, or fell into, one of four circumstances/categories:

- new tax revenues⁶ which were adopted in 2016 by the Monroe County Local Income Tax Council (MC LIT) and applied, in the form of the Public Safety Answering Point (PSAP) LIT, toward Central Dispatch which affected

² The Agreement formalized the practice of the County using 991 funds to pay for three dispatch employees.

³ The Agreement made all personnel subject to one Personnel Manual agreed upon by the Mayor and Commissioners and adopted by the Policy Board.

⁴ This included payment of CAD/RMS services to Spillman Technologies, Inc. of an amount that covers 10 years of maintenance (at the cost of eight years of service).

⁵ The Agreement provided for the City to credit the County \$655,415 over nine years (@ \$74,887 per year). This amount is set forth in a table at the end of the Agreement (Exhibit A) and may be paid early at no penalty to the City.

⁶ This, as you recall, was the Public Safety Answering Point (PSAP) County Option Income Tax (COIT) / Local Income Tax (LIT).

budgeting, handling of funds, and the role and composition of one or the other of the two governing boards;

- the absorption of all Central Dispatch staff by the City, which led to a rewrite of the section on staffing and led also to changes in the roles of the governing boards;
- A continued trend to equalizing the cost between the parties, which was seen throughout the agreement from the references to “operational” and “dispatch” expenses to the handling of surpluses and shortfalls; and
- A one-year term (rather than an open-ended one) in order to give parties a chance to evaluate the impact of the changes and address any issues in a timely manner.

Proposed Agreement

According to the memo from Mike Rouker, while “both the City and the County have been pleased with the way Dispatch has functioned over the last year,” there were six areas where changes were negotiated. These are briefly noted below, before the article-by-article review provided by the Council Office.

Those six areas of change call for:

- Automatic renewal the Agreement, unless terminated by either party after 90-notice;
- Unless deemed unnecessary, a joint work session of the City and County Councils held in regard to the Dispatch budget, with each body to meet within 14 days to affirm the budget;
- “Clarify[ing] and codify[ing] a handful of practices that the parties are already engaging in (including identifying who hold reserve funds and for what purposes those funds may be used, the process for approval of additional Dispatch expenses, and setting the date by which the Policy Board will receive and approve the Dispatch Budget)”;
- Changing the responsibilities of the Dispatch Policy Board (which will now review and ratify all Dispatch expenses (except payroll claims));
- Changing the responsibilities of the Oversight Board (which is comprised of the Chief of Police and Sheriff and would now interview and recommend a candidate to the Mayor and Commissioners in the event of a vacancy in the position of Telecommunications Manager); and
- an itemized expense breakdown of both LIT and 911 expenditures to be shared by the parties no later than February 1st of each year.

Here is a summary of the proposed changes presented in context of the entire *Agreement* starting with the whereas clauses and followed by each of the eight articles:

Whereas Clauses

The Whereas clauses set forth the authority for, and history of, the *Agreement* and would be changed by the insertion of another clause to acknowledge an adjustment in revenues for 2018. In particular, the new clause acknowledges that the Monroe County Local Income Tax Council (MC LIT Council) increased the PSAP LIT rate from 0.0725% to 0.0916% effective in 2018 and that the MC LIT Council may adjust that rate in future years depending on needs and circumstances. Please recall that the increase in the rate which boosted the PSAP portion of the PS LIT revenue from ~ 29% to ~ 35% allowed for the increase of 6 dispatchers and the initiation of an “interoperability” project that provided communication equipment to township fire service providers.

Article I – Purpose and Duration

The purpose would remain the same, namely “to provide a method for the management, operation, and maintenance of the Dispatch Center.” The duration, however, would revert from a one-year term of the existing agreement⁷ to previous language, which leaves the duration open until terminated by either party after 90-day notice. Recall that the parties agreed upon a one-year term in 2017 in order to learn how Central Dispatch operated under the new PS LIT PSAP revenues.

Article II – Location and Maintenance Dispatch Center: Commencement

This article of the *Agreement* covers the location, revenues, expenses, and equalization of costs incurred by the parties in constructing and equipping the Central Dispatch facility. Like the January 2017 Agreement, the most significant changes are found here and follow the experience with the new, PSLIT PSAP revenues last year.

Before describing the more significant of the proposed changes, the following bullet-points set forth what largely will stay the same, along with some clarifications. The Agreement:

- identifies the primary funding sources for the Dispatch Center as PSAP LIT and 911-Funds (which are referred to as “Dispatch Funds”);

⁷ You may remember that this agreement was given a two-month extension at the end of last year.

- continues the practice of having PSAP or E-911 funds, which are received by the County in excess of the Central Dispatch Budget, held in dedicated funds (part of what are referred to as Reserved Funds);
 - but clarifies that funds transferred by the County to the City for, but in excess of, what was budgeted and appropriated for Central Dispatch will be also held and categorized as Reserve Funds and shall only expended for capital costs, emergencies, or other expenditures that are mutually agreed by the parties;
- continues to provide that Dispatch Expenses⁸ be paid first from Dispatch Funds, then be drawn from the Reserve Funds, and lastly, in the event of a “shortfall,” be shared equally by the parties; and
- continues the procedure whereby the City invoices the County in February for the County’s share of the previous year’s shortfall to be paid by April 1st.
 - These payments are reduced to allow the County to recoup excess initial costs for the CAD/RMS system and eight years of maintenance incurred at the time of construction and are set forth in a schedule found in Exhibit A. The City, however, may reimburse the County in advance of the schedule without penalty; and
- continues the duty of the City and County to review the adequacy of current income tax rate designated for dispatch purposes.
- **Change to the Budget Approval Process:**
 According to the Agreement in place in 2017, the County Council was to review and approve the Dispatch Budget in the same manner as all other County budgets on the date of presentation. The Policy Board was to submit the budget to the County Council for consideration on the second Tuesday of the August and the budget was to be deemed approved if no action was taken by the end of that meeting. That, as you recall, did not happen. The County Council did not approve the Central Dispatch Budget for 2018 until October, when the adjustment to the PSAP rate had been formally proposed by the MC LIT Council.

In order to avoid that problem in the future, this *Agreement* proposes that, unless they deem it unnecessary, the City and County Councils will hold a Joint Work Session on the Central Dispatch Budget for the ensuing year

⁸ Dispatch expenses are part of the Annual Budget which, as stated in Article V. 3.F. (Oversight Board - Duties) includes, but is not limited to, “the thirty-two (32) Dispatch personnel listed in Article III, general building maintenance, custodial services, telecommunications costs, software maintenance, electricity, and water and other utility costs.”

sometime after July 1st and before September 1st. As is noted later on in this memo, the Policy Board will approve a Central Dispatch Budget by July 1st and present it to the Joint Work Session. The City Council will arrange the Joint Work Session and send notice of the particulars to County Council at least four weeks in advance of it. Then, within 14 days of the Work Session, each governing body will hold its own meeting and affirm the expected agreed-upon budget.

Comment: Writing as Administrator for the City Council, the scheduling of this Joint Work Session should be done in light of the statutory obligation of the MC LIT Council to review applications for PS LIT funding from Township Fire and Emergency Services and the August Departmental Budget Hearings.

The statutorily-required review by the MC LIT Council of applications for PS LIT funds from fire and emergency services operated by or serving townships has been done by a committee of representatives from the City, County and town legislative bodies, with four representatives appointed by the City Council. That process includes deadlines for submittal of applications (before July 1st) and the approval of funds (before September 1st) and included meetings in:

- *Mid-June – where one meeting was held to review funds (including PSAP), review and approve procedures, and establish a schedule;*
- *July – where two meetings were held to review funding and applications; and*
- *August – where one meeting was held to make final recommendations.*

Please know that the Committee makes recommendations regarding revenues that directly impact the City's safety budgets. These include allocations of PS LIT funds for:

- *Central Dispatch via the tax rate for PSAP;*
- *Township fire and emergency service applicants it identifies via a specified amount; and*
- *Four jurisdictions of the MC LIT Council which receive the remaining funds by statutory formula.*

Informal review of all departmental budgets – including the safety budgets – occurs in August and are currently scheduled from Monday,

August 20th to Thursday, August 23rd). In the past, the Central Dispatch Budget has been considered on Tuesday night which included the following budgets: Police, Police Pension, Fire, Fire Pension, Transit and Utilities.

The key scheduling questions, I believe, are - when would:

- *the need for a Joint Work Session be known;*
- *the Joint Work Session be held; and*
- *the affirmation of the Central Dispatch Budget occur?*

Article III – Personnel, Equipment, and Telecommunications Personnel –

The existing Agreement made all the Central Dispatch personnel employees of the City (rather than some being employed by the County and others by the City). This *Agreement* reflects an increase in staffing from 25 to 32, which includes a full-time Telecommunications Manager (who serves as Director of the Dispatch Center). This *Agreement* also (as you see below) shifts the hiring of the Telecommunications Manager from the Policy to Oversight Board (with approval by the Mayor and County Commissioners).

Equipment and Telecommunications – The existing agreement requires the parties to share the costs of equipment (except for equipment paid out of grants).⁹ In the event of a shortfall, these costs are included as Dispatch Expenses subject to Article II, Section 4.

Article IV – Policy Board & Article V – Oversight Board

From the beginning, the *Agreement* created a Policy Board, comprised of five members appointed by the County Commissioners and Mayor with three-year terms,¹⁰ and an Oversight Board, comprised of the Chief of Police and the County Sheriff. The Policy Board governs the Dispatch Center and provides guidance to the Oversight Board, which is responsible for carrying out the Dispatch Center’s day-to-day operations. These boards meet regularly in open meetings where the public may attend and observe what transpires.

⁹ Telecommunication costs are addressed in a separate section which includes maintenance of NCIC/IDACS databases, maintenance of communication lines connecting the Dispatch Center to other facilities of these parties (which are borne by each party separately), and Other Telecommunications Costs (which, sometimes are funded from grants and 911 revenues).

¹⁰ The Policy Board included: two members appointed by the Mayor; two members appointed by the Commissioners, and the fifth member jointly appointed by the Mayor and Commissioners. Changes in 2017: 1) required that a majority of the members be employed by a law enforcement agency that “routinely received dispatch calls” (and is not merely located in Monroe County); 2) required that one of the Commissioner appointments to be a Fire Chief who serves in Monroe County; and 3) made the fifth member a Mayoral appointment who serves as law enforcement representative from Indiana University.

The amendments affect both boards.

Changes to provisions regarding the Oversight Board (Article V):

- Give the Oversight Board (in the event of a vacancy) the power to review, interview and select the Telecommunications Manager (with the County Commissioners and Mayor having final approval of the candidate and the vacancy otherwise being filled in accordance with City procedures).
- *Note: The Agreement continues to give the Oversight Board the duty of preparing the annual budget for the Dispatch Center in accordance with Article III (Personnel, Equipment, and Telecommunications) and other terms of the Agreement.*

The changes to the Policy Board (Article IV):

- Continue to give the Policy Board the duty *to approve and present unified budget to the City and County*, but (as noted above) change that duty by requiring the budget to be approved before July 1st and be presented to the Joint Work Session of the City and County;
- Clarify that the Policy Board reviews and ratifies all Central Dispatch claims¹¹ except payroll; and
- Remove the current role of the Policy Board in participating in and affirming the appointment of the Telecommunications Manager.

Article VI – Accounting

Currently this provision provides for the Auditor to receive, disburse, and account for the 911 Funds and to initially receive the PSAP LIT funds and then transfer the amount budgeted for the Dispatch Center to the Controller to disburse and track. It also provides that both the Auditor and Controller are to accurately account for all Dispatch Funds, in part, by preparing end-of-the-year financial reports.¹²

The changes require the Controller and Auditor to provide an itemized expense breakdown of the following funds to certain entities by February 1st or upon request of those entities – To wit:

- The Controller must provide a breakdown of PS LIT that have been transferred to the City to the Auditor, County Council, and Dispatch Policy Board;

¹¹ This includes all itemized expenditures from the PSAP LIT fund and E911 Fund.

¹² This does not include Reserve Funds, which are to be disposed according to Article II, Section 2.

- The Auditor must provide a breakdown of E911 funds to the Controller, County Council, City Council, and Dispatch Policy Board.

Article VII - Amendment and Severability – *No Change*

Article VIII – Termination (Division of Property) - *No Change*

First Reading

Item 1 (for First Reading) – Ord 18-02 – Re-establishing the Cumulative Capital Development Fund (CCDF) with an Increase in Property Tax Rate

Ord 18-02 re-establishes the Cumulative Capital Development Fund (CCDF) and resets the property tax rate to the statutory maximum. The tax rate would affect taxes collected in 2018 and payable in 2019, and is being pursued now, because the request must be filed with the Department of Local Government Finance (DLGF) by August 1st of this year.

Statutory Authority and Local History

IC 36-9-15.5 authorizes municipalities to establish Cumulative Capital Development Funds (CCDFs). The revenues are derived from property taxes, can be used for a broad range of public purposes, and are held in this special non-reverting CCDF.¹³

The City has had a CCDF since 1984 and, in accordance with the law at the time, reauthorized it at three-year intervals in 1987, 1990 and 1993.¹⁴ In 1993, it authorized a tax rate of \$0.015 of \$100 of Assessed Valuation (AV) (which was the maximum allowed at the time), provided a long list of uses for the fund, and set aside 1/15th of the revenue for the acquisition of land for park purposes.

Then, in the decades after 1993, the State lowered the tax rate to \$0.027 per \$100 of AV in effort to keep the revenues flat from year to year (which Jeff Underwood refers to as “indexing”) and capped the maximum rate at \$0.05 per \$100 AV. The effect of this indexing on growing communities, however, was a shrinking of revenues. In 2012, to address that reduction, the Council reauthorized the Fund

¹³ The term “non-reverting” means the revenues do not, like most appropriations, revert to the General Fund at the end of the year.

¹⁴ The relevant ordinances were: Ord 84-28, Ord 87-24, Ord 90-33, and Ord 93-38.

and increased the tax rate to \$0.05 per \$100 AV. This action was expected to double the annual revenue from ~\$875,000 to \$1.62 million.

Now, about six years later, the current tax rate has dropped to about \$0.048 per \$100 AV and generates about \$1.7 million annually.

Actions Taken by the Ordinance

The ordinance:

- **Declares the Need for and Re-Establishes the CCDF for Purposes Set Forth in IC 36-9-15.5-2 and IC 36-9-15.5-8(c)** The Ordinance declares the need for, re-establishes, the CCDF and authorizes expenditures for all purposes set forth in IC 36-9-15.5-2. The purposes are quite broad¹⁵ and have been summarized in the past¹⁶ as follows: “The CCD fund can be used to acquire land and right of way; to purchase, construct, equip and maintain buildings for municipal purposes; to demolish improvements on municipally owned property; to purchase or lease motor vehicles and equipment for police and firefighting purposes; to construct, repair, improve and maintain storm sewers, streets, alleys, sidewalks, curbs, and gutter; to build, remodel and repair park facilities, and to acquire land for park purposes.” In addition, the ordinance authorizes expenditures under IC 36-9-15.5-8(c). This provision allows use of funds in order protect the public health, welfare, or safety in an emergency situation and require special declarations and certifications before expenditure.

Please note that the Memo from Jeff Underwood indicates that the Administration intends to “prioritize these funds for the installation and repairs of the City’s sidewalks... [with] any remaining funds [to] be used to repair and maintain city trails.” Part of the funds will be used “to resurrect a program [from] a number of years ago, in which the City partners with eligible homeowners¹⁷ for repairs of sidewalks adjacent to their properties.”

¹⁵ IC 36-9-15.5-2 Authorization of fund; purpose

Sec. 2. The legislative body of a municipality may establish a cumulative capital development fund under IC 6-1.1-41 to provide money for any purpose for which property taxes may be imposed within the municipality under the authority of: IC 8-16-3; IC 8-22-3-25; IC 14-27-6-48; IC 14-33-14; IC 16-23-1-40; IC 36-8-14; IC 36-9-4-48; IC 36-9-16-2; IC 36-9-16-3; IC 36-9-16.5; IC 36-9-17; IC 36-9-26; IC 36-9-27-100; IC 36-10-3-21; or IC 36-10-4-36.

¹⁶ This quote comes from a memo to the Council written for Ord 12-15.

¹⁷ Under this program the City would supply the labor for the repairs and the property owners pay for the materials.

- **Sets the Maximum Tax Rate at \$0.05 per \$100 of Assessed Valuation for 2018 Taxes Payable in 2019 and Commits Adherence to IC 36-9-15.5**

The ordinance sets the maximum tax rate at \$0.05 per \$100 of Assessed Valuation for 2018 taxes payable in 2019. According to the memo from Jeff Underwood, the current levy is \$0.048 per \$100 of AV and the increase will provide about \$100,000 of additional revenue, bringing the annual amount to about \$1.8 million. The fiscal impact for a property owner of a residence with a Net Assessment of \$100,000 would be approximately \$0.65 per year.

The ordinance also states that the Council will adhere to the provisions of IC 36-9-15.5 which set forth the establishment, use, and termination the CCDF and associated tax rate.

- **Requires Submittal of Proof of Publication and Certified Copy of Ordinance to DLGF for Review and Approval of Action** The ordinance requires that the proof of publication of the public hearing (on February 21, 2018) and a certified copy of this ordinance be submitted to the DLGF for review and approval of this action.
- **Declares that the Tax Monies will be Held in a Special Fund and Used in Accordance with Statute** The ordinance states that the monies will be held in a special fund (as required by IC 36-9-15.5-8[a]) and used in accordance with all applicable statutes.
- **States that Expenditures will be Made by Appropriation** The ordinance states that expenditures from the CCDF will be authorized during the annual appropriation process and must be approved by the DLGF. Please note that this is not intended to preclude expenditure of funds through additional appropriations.

Statutory Procedure for Re-Establishing the CCDF

IC 6-1.1-41 sets forth the procedure for tax levies under the various “cumulative funds,” which must be followed in order for the taxes to be imposed. Without going into detail, the procedures are extensive and lengthy and include, among other steps:

- Action by the fiscal body after a duly advertised public hearing on the proposal;

- Submittal of request to the Department of Local Government Finance (DLGF) by August 1st;
- Notice to tax payers of the submission;
- An opportunity for tax payers to object to the submission and, if the objections meet statutory criteria, to have a hearing on the matter by an officer of the DLGF;¹⁸
- Certification of approval, disapproval, or modification of proposal by the DLGF; and
- An opportunity for judicial review of the decision by the tax court.

Item Two – Ord 18-03 – Amending Title 8 (Historic Preservation and Protection) to Establish 403 West Kirkwood Avenue as a Historic District (The Batman-Waldron House - Nancy Garrett, Petitioner)

Ord 18-03 would designate the property located at 403 West Kirkwood Avenue as the Batman-Waldron House after the family names of the husband and wife who had it built for their residence in 1895. It comes forward at the request of the property owner, Nancy Garrett, after action by the Historic Preservation Commission on January 25th.

The remainder of this summary starts with an overview of Title 8, regarding Historic Preservation and Protection, and is followed by a summary of this designation in particular. *For those of you with a good memory of the Council consideration of historic designations, please feel free to skip to the end of this summary for more about this particular property.* Please know that the summary draws upon the memo and material provided by Rachel Ellenson, Program Manager, HAND Department, along with other information available on the City’s webpage and elsewhere online.

Overall Purpose and Effect of the Title 8 (Historic Preservation and Protection)

The provisions of Title 8 (Historic Preservation and Protection) conform to State law (I.C. 36-7-11 et seq.) and are intended to:

- protect historic and architecturally-worthy properties that either impart a distinct aesthetic quality to the City or serve as visible reminders of our historic heritage;
- ensure the harmonious and orderly growth and development of the City;

¹⁸ Along with remonstrations of proposed rates, tax payers may, on an annual basis, petition for a reduction or revision in this levy.

- maintain established residential neighborhoods in danger of having their distinctiveness destroyed;
- enhance property values and attract new residents; and
- ensure the viability of the traditional downtown area and to enhance tourism.

The Historic Preservation Commission is authorized to make recommendations to the Council regarding the establishment of historic districts either on its own accord or by petition of the property owner. It also promulgates rules and procedures, including those for reviewing changes to the external appearance of properties within these districts. Those reviews occur in the context of either granting or denying Certificates of Appropriateness for the proposed changes which, in some instances *may* be done by staff and, in other instances, *must* be done by the Commission. Unless the property owner agrees to an extension, the action on the Certificate of Appropriateness must be taken within 30 days of submittal of the application. Persons who fail to comply with the Certificate of Appropriateness or other aspects of Title 8 are subject to fines and other actions set forth in BMC Chapter 8.16 (Administration and Enforcement).

Surveys

At a State level, the Indiana Division of Historic Preservation and Archaeology (DHPA) is responsible for “prepar(ing) and maintain(ing) a register of Indiana historic sites and historic structures and establishing criteria for listing historic sites and historic structures on the register.” IC 14-21-1-15. This information is in the Indiana State Historic Architecture and Archeological Research Database (SHAARD). At a local level, the Commission is also responsible for preparing a survey, which identifies properties that may be proposed for historic designation and may serve as a basis for historic designations. IC 36-7-11-6; BMC 8.08.060; BMC 8.08.010. In the past, the City has provided Interim Reports to the State which were incorporated into the SHAARD. As noted in March of 2016, more recently, the State has inventoried local properties without the help of local commissions.

Districts, Areas, and Ratings

Under local code, these inventories (i.e. registers and surveys) contain gradations of districts, areas, and ratings that tie the level of historic/architectural significance to a level of regulation and protection. In that regard, there are two levels of historic districts, two levels of areas, and four levels of ratings, which are briefly noted below:

Districts. Districts may include a “single building, structure, object, or site or a concentration (of the foregoing) designated by ordinance” (per BMC 8.02.020) and come in two forms: a conservation district and a permanent historic district.

The conservation district is a phased designation which elevates into a full historic district at the third anniversary of adoption of the ordinance, unless a majority of owners submit objections in writing to the Commission within 60-180 days before that date (per IC 36-7-11-19). It requires the Commission to review the:

- moving or demolishing of a building, or
- constructing of any principal building or accessory buildings or structures that can be seen from a public way.

The full historic district is the ultimate designation that, along with those restrictions noted in regard to conservation districts, also authorizes the Commission to review:

- any addition, reconstruction, or alteration that conspicuously changes the external appearance of *historic* structures, and appurtenances to those structures, viewable from a public way in what are classified as “primary” and “secondary” areas; and
- any addition, reconstruction, or alteration that conspicuously changes the external appearance of a *non-historic* structure viewable from a public way or any change to or construction of any wall or fence along the public way in what are classified as “primary” areas.

Areas. As alluded to above, within each district, the City may distinguish between primary or secondary areas.

- The primary area is the principle area of historic/architectural significance; and
- the secondary area is an adjacent space whose appearance could affect the preservation of the primary area and is needed to assure the integrity of the primary area. *Please note that the Commission, to date, has not sought to establish districts with “secondary” areas.*

Age and Ratings. Each property within a district of sufficient age may be rated as outstanding, notable, contributing, or noncontributing, according to its level of its significance¹⁹ as elaborated below (per BMC 8.02.020):

¹⁹ Please note that, in some cases, the condition of the property, particularly exterior alterations, may affect its “significance.”

- “Outstanding” is the highest rating and is applied to properties that are *listed or are eligible for listing* on the National Register of Historic Places and “can be of local, state, or national importance”;
- “Notable” is the second-highest rating and applies to properties that are of above average, but not outstanding importance, and “*may be eligible for the National Register*”;
- “Contributing” is the third-highest rating and applies to properties that are at least 40 years old and are important to the “density or continuity of the area’s historic fabric” and “*can be listed on the National Register only as part of an historic district*”; and
- “Non-contributing” is the lowest rating and applies to properties that are “not included in the inventory unless (they are) located within the boundaries of an historic district.” These properties *are ineligible for listing on the National Register* and may involve structures that are either less than fifty years old, older than that but “have been altered in such a way that they have lost their historic character,” or “are otherwise incompatible with their historic surroundings.”

Designation Procedures

According to the BMC, in order to bring forward a historic designation, the Commission must hold a public hearing²⁰ and submit a map and staff report (Report) to the Council. The map identifies the district and classifies properties, and the Report explains these actions in terms of the historic and architectural criteria set forth in the ordinance (see BMC 8.08.010[e]).

Although an action not taken here, the Commission may impose interim protection on the district that prevents any conspicuous alteration of the exterior of the property until the Council acts on the designation.²¹ Please note that under local demolition delay provisions, the Commission may review applications for demolition or partial demolition of sites and structures included in the relevant survey(s) and has an opportunity to consider historic designation of such properties. (See BMC 8.08.016 and BMC 20.09.230). As a result of changes adopted by the Council in 2016, requests for partial demolition of contributing properties in single family districts will

²⁰ With advertised notice to the public at large and written notice to individual affected property owners. BMC 8.08.010 (d)(3)

²¹ While “the Commission may approve a Certificate of Appropriateness at any time during interim protection ... (it) shall have no effect ... unless the map (of the historic district) is approved by the common council.” BMC 8.08.015(e)

be subject to review and action by Commission staff within seven business days of submittal.

The ordinance typically:

- Approves the map and establishes the district;
- Attaches the map and the report;
- Describes the district and classifies the properties;
- Inserts the newly established district into the List of Historic and Conservation Districts (BMC 8.20);
- May impose interim protection (until the Council decides on the designation); and
- In the case of conservation districts, addresses their elevation to a full historic district at the third anniversary of the adoption of the ordinance, unless a majority of the property owners object to the Commission in writing in a timely manner.

Ord 18-03 - Genesis, Boundaries, and Zoning of 403 West Kirkwood Avenue

As noted in the opening paragraph, this designation is being sought by the owner of the property and the house will be named after last name and maiden name of its first owners, Ira C. Batman and Mary J. Waldron.

Historic and Architectural Criteria for this Designation

As stated in the Report, the house is “a large, multi-story single family residence that has been reused for commercial purposes.” It is located on Kirkwood Avenue two blocks west of the Courthouse Square on land platted in 1818. The house was “commissioned by Ira C. Batman in 1894 as a wedding present for his wife, Mary Waldron” and built in 1895.

The Report indicates that while there are several examples of high-style Queen Anne architecture in the City, “none match the grandeur and scale of the Batman-Waldron House.” The Queen Anne style “was the dominant architecture in America between 1880 and 1990” and “is identifiable by steeply pitched, irregular roof patterns, asymmetrical facades and eclectic detailing.” No ordinary house, this one is described as a “two story limestone mansion [with] ten rooms, two rectangular towers with bracketed eaves and cross timbers, and an asymmetrical floorplan with gabled roofs.” Please see the many photos for a better sense of the exterior and, in particular, the use of rock-faced limestone, with carvings and inlay, to “avoid a flat façade.” According to the Report, that use of stone rather than wood to achieve the detailing make this house “representative of *Patterned Masonry* Queen Anne high-style architecture” which was only present in 5% of Queen Anne style structures.

Along with the features of the house, its first occupants also provide grounds for this designation. Ira Batman was a prominent local lawyer and elected official from 1880's through the 1920's. During that time, he practiced law with various partners, served as the City attorney, the County Attorney, a Representative in the Indiana General Assembly, and a judge of the Appellate Court. And, his wife, Mary, was "the daughter of a wealthy real estate investor and businessman, John Waldron."

While the "grandeur and scale" of the house are unusual anywhere in the City, now, about 120 years after being built, the evidence of this family wealth and prominence on West Kirkwood appears somewhat out-of-place. That reflects a change in development patterns at the turn of 1900, when the families with wealth began building homes east of the Courthouse Square and the families of the working class began building homes on the west side. Parts of these older west side neighborhoods are listed in National Register of Historic Places as the Bloomington West Side Historic District and this house is identified as a contributing structure within that district.

Another ground for designation lies in the danger that "any architectural style, detail, or other element is in danger of being lost." Here, the Report indicates that the "house is at risk of severe structural deterioration if it is left to stand unprotected." In fact, the synopsis of the ordinance explains that the designation arose as part of a façade grant offered by the Bloomington Urban Enterprise Association (BUEA) in October 2017 to the owner, who was in the process of making exterior repairs to the chimney.

With this record, the Commission found that the building met the following grounds for designation as a historic district: It:

Historical Significance (BMC 8.08.010[e][1])

- (A) Has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, state, or nation; or is associated with a person who played a significant role in local, state, or national history; and
- (C) Exemplifies the cultural, political, economic, social or historic heritage of the community;

Architectural Significance (BMC 8.08.010[e][2])

- (A) Embodies distinguishing characteristics of an architectural or engineering type; and
- (E) Contains any architectural style, detail, or other element in danger of being lost; and
- (F) Owing to its unique location or physical characteristics, represents an established and familiar visual feature of the city; and
- (G) Exemplifies the built environment in an era of history characterized by a distinctive architectural style.

**NOTICE AND AGENDA
BLOOMINGTON COMMON COUNCIL REGULAR SESSION
6:30 P.M., WEDNESDAY, FEBRUARY 7, 2018
COUNCIL CHAMBERS
SHOWERS BUILDING, 401 N. MORTON ST.**

I. ROLL CALL

II. AGENDA SUMMATION

III. APPROVAL OF MINUTES FOR: 10 October 2017 – Special Session
20 December 2017 – Regular Session

IV. REPORTS (A maximum of twenty minutes is set aside for each part of this section.)

- 1. Councilmembers**
- 2. The Mayor and City Offices**
- 3. Council Committees**
- 4. Public***

V. APPOINTMENTS TO BOARDS AND COMMISSIONS

VI. LEGISLATION FOR SECOND READING AND RESOLUTIONS

1. Resolution 18-03 - To Approve an Interlocal Cooperation Agreement between the City of Bloomington and Monroe County for the Operation of the Monroe County Central Emergency Dispatch Center

Committee Recommendation: None – *Matter did not go to Committee of the Whole*

VII. LEGISLATION FOR FIRST READING

1. Ordinance 18-02 - An Ordinance Re-Establishing the Cumulative Capital Development Fund Under IC 36-9-15.5
2. Ordinance 18-03 - To Amend Title 8 of the Bloomington Municipal Code, Entitled “Historic Preservation and Protection” to Establish a Historic District – Re: The Batman-Waldron House at 403 West Kirkwood Avenue (Nancy Garrett, Petitioner)

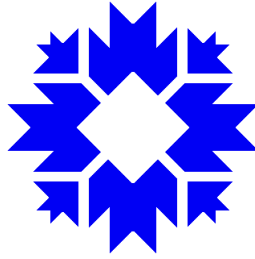
VIII. ADDITIONAL PUBLIC COMMENT* (A maximum of twenty-five minutes is set aside for this section.)

IX. COUNCIL SCHEDULE

X. ADJOURNMENT

* Members of the public may speak on matters of community concern not listed on the agenda at one of the two public comment opportunities. Citizens may speak at one of these periods, but not both. Speakers are allowed five minutes; this time allotment may be reduced by the presiding officer if numerous people wish to speak.

** Auxiliary aids for people with disabilities are available upon request with adequate notice. Please call (812) 349 - 3409 or e-mail council@bloomington.in.gov.



**City of Bloomington
Office of the Common Council**

NOTICE OF SPECIAL SESSION

Members of the Bloomington Common Council
have been invited to attend

**Mayor Hamilton's *State of the City* Address
Thursday, 15 February 2018
7:00 pm**

Buskirk-Chumley Theater, 114 E. Kirkwood Ave.

As a quorum of the Council is expected to be present, this gathering will constitute a meeting of the Common Council under Indiana Open Door Law (I.C. § 5-14-1.5). For that reason, this statement provides notice that this meeting will occur and is open for the public to attend, observe, and record what transpires.

RESOLUTION 18-03

TO APPROVE AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND MONROE COUNTY FOR THE OPERATION OF THE MONROE COUNTY CENTRAL EMERGENCY DISPATCH CENTER

WHEREAS, on January 18, 2017, the Common Council passed Resolution 17-01, which approved the current Interlocal Cooperation Agreement between the City of Bloomington and Monroe County for the Operation of the Monroe County Central Emergency Dispatch Center; and

WHEREAS, on December 13, 2017, the Common Council passed Resolution 17-42, which extended the term of the January 18, 2017 Interlocal Cooperation Agreement until February 28, 2018; and

WHEREAS, the City and County have negotiated the terms of a new Interlocal Cooperation Agreement for the Operation of the Monroe County Central Emergency Dispatch Center;

NOW THEREFORE, BE IT HEREBY RESOLVED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA THAT:

Section 1. The Common Council of the City of Bloomington hereby approves a new Interlocal Cooperation Agreement for the Operation of the Monroe County Central Emergency Dispatch Center a copy of which is attached to this resolution.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana up this _____ day of _____, 2018.

DOROTHY GRANGER, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

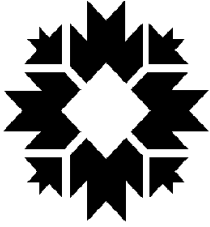
PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana upon this _____ day of _____, 2018.

SIGNED and APPROVED by me upon this _____ day of _____, 2018.

JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

This Resolution authorizes execution of a new Interlocal Cooperation Agreement between the City of Bloomington and Monroe County for the Operation of the Monroe County Central Emergency Dispatch Center. The parties have negotiated a number of changes to the current agreement. The new agreement contains an indefinite term, sets up a mechanism for a joint budget work session between the City Council and County Council, changes the responsibilities of the Dispatch Policy Board and the Oversight Board, and clarifies the deadline by which annual expenditure information will be shared by the parties.



**CITY OF BLOOMINGTON
LEGAL DEPARTMENT
MEMORANDUM**

This memorandum may contain confidential information. If you are not the intended recipient of this memorandum, you may not read, disclose, copy, or distribute this memorandum.

TO: City of Bloomington Common Council
FROM: Michael Rouker, City Attorney
**RE: Interlocal Cooperation Agreement for the Monroe County Central
Emergency Dispatch Center**
DATE: January 29, 2018

The City of Bloomington (“City”) and Monroe County (“County”) have enjoyed a long-standing partnership in their operation of a combined, central emergency dispatch system (“Dispatch”). Since 1998, the partnership has benefited the community, the taxpayers of both the City and the County, and all those in need of prompt and reliable dispatch services.

In 2016, the City and County passed a Public Safety Local Income Tax (“LIT”), a portion of which was dedicated to funding Dispatch. Due to the new funding source, the City and County renegotiated the terms of their Interlocal Cooperation Agreement (“Agreement”), effective January 2017. The January 2017 Agreement ran for only one year, so that the parties could determine whether or not the new, LIT-funded Dispatch remained effective. As the Common Council may recall, during December the City and County amended the expiring Interlocal Agreement to extend its term to February 28th, 2018.

Both the City and the County have been pleased with the way Dispatch has functioned over the last year. The new funding source has enabled Dispatch to fund an interoperability project to upgrade Township Fire Department communications and also to hire six additional dispatchers, as recommended by national standards.

Nonetheless, due to the impending expiration of the current Interlocal Agreement, the City and County are presenting a revised Agreement for review. In addition to some regular clean-up items, it contains a handful of revisions.

First, the new Agreement renews automatically, with a ninety-day termination provision. Second, the new Agreement directs the City and County Councils to hold a joint work session regarding the Dispatch budget, if a budget has not been agreed-upon prior to the work session. If a joint work session is held, each body must meet thereafter to affirm the budget.

Third, the new Agreement clarifies and codifies a handful of practices that the parties are already engaging in. These include identifying the party that holds certain reserve funds, identifying the purposes for which reserve funds may be spent, restating the process by which additional Dispatch expenditures are approved, and setting the date by which the Dispatch Policy Board will receive and approve the Dispatch budget.

The revised Agreement also changes the responsibilities of the Dispatch Policy Board and the Oversight Board. The Dispatch Policy Board is now charged with reviewing and ratifying all Dispatch expenditures, with the exception of payroll claims. The Oversight Board, which consists of the Bloomington Police Chief and the County Sheriff, will interview and select a candidate in the event the Telecommunications Manager (who runs Dispatch) position is vacant. Thereafter the Mayor and County Commissioners must approve the selected candidate.

Lastly, the new Agreement clarifies that an itemized expense breakdown of both LIT and 911 expenditures will be shared by the parties no later than February 1st of each year.

Staff appreciates the extra time the Council afforded the City and County to work out the current agreement. Both parties are confident that the new Interlocal Agreement will continue to be as stable as past agreements and that Bloomington and Monroe County residents will continue to enjoy efficient and effective dispatch services.

**MONROE COUNTY AND CITY OF BLOOMINGTON, INDIANA
INTERLOCAL COOPERATION AGREEMENT FOR THE MONROE COUNTY
CENTRAL EMERGENCY DISPATCH CENTER**

This Interlocal Cooperation Agreement, entered into on this ___ day of _____, 2018, by and between the Board of Commissioners of the County of Monroe (hereinafter, "County"), Indiana and the City of Bloomington, Indiana (hereinafter, "City").

WITNESSETH:

WHEREAS, Indiana Code 36-1-7, *et seq.*, allows local government entities to make the most efficient use of their powers by enabling them to contract with other governmental entities for the provision of services to the public; and

WHEREAS, the County and the City each possesses the power and authority to provide police protection and cooperation between the parties in the coordination of these services; and

WHEREAS, since 1998, the County and the City have successfully cooperated and worked together to operate the Monroe County Central Emergency Dispatch Center (hereinafter "Dispatch" or "Dispatch Center"), which combined dispatch systems originally operated by the County Sheriff's Department and the City's Police Department for the purpose of providing high quality, efficient communications services for public safety providers and the general public within Monroe County, Indiana; and

WHEREAS, the County and City have demonstrated by their long-standing partnership that the utilization of a combined dispatch system permits a more efficient utilization of resources; and

WHEREAS, the City and County collaborated to design, construct and equip a new facility in which Dispatch services could be located and began operations in the new facility, located at 301 South Walnut Street, Bloomington, Indiana, 47401, in July 2014; and

WHEREAS, in May of 2016, the Monroe County Income Tax Council approved a public safety county option income tax ("Public Safety COIT") under Indiana Code § 6-3.5-6-31, which provided that thirty percent of the Public Safety COIT shall be distributed to the Dispatch Center; and

WHEREAS, pursuant to Indiana Code 6-3.6, effective July 1, 2016, the County Option Income Tax (governed by Indiana Code 6-3.5) was transformed into a Local Income Tax ("LIT") governed by Indiana Code 6-3.6, and it was determined by the Indiana Department of Local Government Finance and the Indiana Department of Revenue that the Public Safety COIT will expire on December 31, 2016; and

WHEREAS, in September of 2016, therefore, the Monroe County Income Tax Council approved a LIT under Indiana Code § 6-3.6, which provided that a 0.0725 percent LIT is for the Dispatch Center; and

WHEREAS, in October of 2017, the Monroe County Income Tax Council amended the LIT rate for the Dispatch Center from 0.0725 percent to 0.0916 percent, and may amend the rate for the Dispatch Center in future years, depending on needs and circumstances; and

WHEREAS, the County and the City desire to continue their cooperation with respect to the management, operation and maintenance of this Dispatch Center;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, the County and the City hereby agree to renew and, in part, amend their original Agreement dated January 23, 1998 and renewed January 1, 2017, as follows:

ARTICLE I
PURPOSE AND DURATION OF AGREEMENT

Section 1. Purpose: The purpose of this Agreement is to provide a method for the management, operation and maintenance of the Dispatch Center. This Agreement further defines the duties, obligations, rights and responsibilities of the County and the City to and between one another with respect to the matters described.

Section 2. Duration: This Agreement shall be in full force and effect as of the date of its execution and shall remain in full force and effect unless it is terminated by one of the parties upon ninety (90) days advance written notice to the other party.

ARTICLE II
LOCATION AND MAINTENANCE OF DISPATCH CENTER; COMMENCEMENT

Section 1. Location: The Dispatch Center shall be housed on the second floor of the condominium facility located at 301 South Walnut Street, Bloomington, Indiana, 47401. The second floor of the facility is owned by the City. The first floor of the facility is owned by the Bloomington Public Transit Corporation. Condominium-related documents were recorded on August 19, 2014, and are held in the Monroe County Recorders' Office; see #2014010523.

Section 2. Public Safety LIT; 911 Funds from the State of Indiana: As a result of the Monroe County Income Tax Council approving a Public Safety LIT, and providing that a portion of the Public Safety LIT shall be used to fund the Public Safety Answering Point, which in Monroe County is the Dispatch Center, it is the intent of the Parties that two sources of funds shall be the primary funding sources for Dispatch in 2018 and beyond: (1) Public Safety Answering Point LIT and (2) 911 Funds from the State of Indiana (collectively "Dispatch Funds").

Annually, the City Council and County Council shall meet in a joint work session to review the Central Dispatch budget. Said joint work session shall occur after July 1st and prior to September 1st of each year of this Agreement. The City Council shall be responsible for scheduling the joint work session and arranging a space for the joint work session. Each year, the City shall send notice to the County Council at least four weeks prior to the date selected for the joint work session. Said notice shall include the date, time, and location of the joint work session. Within fourteen (14) days of the joint work session, both the City Council and County Council shall

meet and vote to affirm the budget agreed-upon during the joint session. Thereafter, the budget may be amended at any time by agreement of both parties provided the amendment is approved by both the Common Council of the City and the County Council. In the event the City and County agree on a Central Dispatch budget prior to scheduling or holding a joint work session, the parties agree that a joint work session need not be held.

To the extent the Dispatch Funds exceed the budget of the Dispatch Center, the excess (“Excess Dispatch Funds”) shall be held by the County in either the Monroe County 911 Fund or the Monroe County Public Safety Answering Point Local Income Tax Fund (collectively “Reserve Funds”). Any Excess Dispatch Funds consisting of funds that were budgeted, appropriated and transferred by the County to the City shall remain with the City as part of the Reserve Funds. Reserve Funds shall be held and expended only for capital costs, emergencies, or other expenditures that are mutually agreed upon by the parties.

To the extent the Dispatch Funds and funds in the Reserve Funds are insufficient to pay for the budget of the Dispatch Center, the shortfall will be addressed pursuant to Article II, Section 3 of this Agreement. In addition, the City and County shall meet and review adequacy of the current income tax rate designated for dispatch purposes.

Nothing in this Agreement shall remove any step from the process to expend the Public Safety Answering Point LIT or the 911 Funds from the State of Indiana, including the approval of claims by the relevant entity or entities.

Section 3. Maintenance of Dispatch Center and Expenses in 2018 and beyond: Expenses shall be first paid from the Dispatch Funds. In the event that there are insufficient Dispatch Funds and funds in the Reserve Fund to pay for Dispatch’s expenses, the shortfall shall be borne equally by the City and the County. Such additional expenditures shall be approved by the City and County in accordance with Article II, Section 2 of this Agreement. The City will initially provide all funds to address the shortfall, with the County reimbursing the City as provided below. The City shall invoice the County by February 1st of each year, beginning in 2019 for expenses incurred in 2018, for the County’s equal share of the prior year’s shortfall and the County shall pay the invoice in full to the City on or before April 1st of each year.

Reimbursement from the County to the City shall be based upon actual expenses incurred from the prior year as shown on the invoice submitted to the County.

Section 4. Equalization of Costs Already Incurred: The City paid for construction costs of and the County paid for all personal property to equip the Dispatch Center and, as part of its agreement with Spillman Technologies, Inc., the County paid the initial costs for the CAD/RMS system and for eight (8) years of software maintenance in order to secure ten (10) years of maintenance service. In recognition of the initial investments and to equalize costs, the City previously agreed to pay an equalization payment of Six Hundred Fifty Five Thousand, Four Hundred Fifteen Dollars and fifty cents (\$655,415.50) (“Equalization Payment”), plus interest that will average two and a half percent (2.5%) pursuant to the payment schedule that is attached to this Agreement as Exhibit A.

In 2018 and in future years until the Equalization Payment has been made, in the event that there are insufficient Dispatch Funds and funds in the Reserve Fund to pay for Dispatch's expenses (i.e., it is necessary to share the shortfall as provided by Article II, Section 4), the City will provide the County with an Invoice for the County's share of the shortfall. The Invoice will include a credit of at least Seventy Four Thousand Eight Hundred Eighty Seven Dollars (\$74,887) (with any credit above \$74,887 going toward the principal amount of the Equalization Payment). As a result of the credit on the Invoice, the result may be a payment from the City to the County, from the County to the City, or no payment being due. In the event that a payment is due, the payment shall be made on or before April 1st of that year.

In 2018 and in future years until the Equalization Payment has been fully made, in the event that there are sufficient Dispatch Funds and funds in the Reserve Fund to pay for Dispatch's expenses, the City shall remit a payment of at least Seventy Four Thousand Eight Hundred Eighty Seven Dollars (\$74,887) to the County prior to April 1 of that year. The City's payment can be made from any lawful source, including any Public Safety LIT distribution that the City receives.

The City may, however, at any time pay the remaining balance of the principal Six Hundred Fifty Five Thousand, Four Hundred Fifteen Dollar and fifty-cent (\$655,415.50) equalization payment due to the County, less interest, and there shall be no penalty for paying the balance to the County early.

ARTICLE III **PERSONNEL, EQUIPMENT AND TELECOMMUNICATIONS**

Section 1. Personnel:

A. Staffing: Dispatch shall have thirty-one (31) budgeted dispatch positions and one (1) telecommunications manager (collectively "Dispatch Staff"). Additional personnel shall be provided as necessary pursuant to agreement of the parties. All Dispatch Staff shall be employees of the City, receive the compensation and benefits associated with employment by the City, and be subject to the City's policies on employment. Previous Interlocal Cooperation Agreements for Dispatch provided that some Dispatch Staff were employees of the City and some Dispatch Staff were employees of the County. For purposes of seniority and tenure, the time that any member of the Dispatch Staff has been employed either as City Dispatch Staff or as County Dispatch Staff under a previous Interlocal Cooperation Agreement shall count for purposes of seniority and tenure under this Agreement.

For the avoidance of doubt, in the event of the Dispatch Funds being insufficient to pay for all expenses of Dispatch, personnel costs (like all other expenses) shall be borne equally by the City and the County, with the County's portion of the costs handled in accordance with Article II, Section 3.

B. Scope of Responsibilities: The primary responsibility of all dispatch personnel described in Paragraph A, above, shall be to receive and dispatch emergency calls and perform

all related duties. All personnel shall dispatch any and all emergency calls; there shall be no separation of responsibilities by geographical or other jurisdiction.

Section 2. Equipment and Fixtures: The purchase cost of: (1) all Dispatch Center equipment which is not purchased from grant funds, (2) the cost for maintenance on all equipment, and (3) the cost for insurance on all equipment and fixtures shall be considered Dispatch expenses. In the event of the Dispatch Funds being insufficient to pay for these purchases, these expenses shall be shared equally by the City and County, with the County's portion of the costs handled in accordance with Article II, Section 3.

Section 3. Telecommunications Costs:

A. NCIC/IDACS: The cost of and responsibility for maintaining NCIC/IDACS databases shall be considered Dispatch expenses. In the event of the Dispatch Funds being insufficient, these expenses shall be shared equally by the City and County, with the County's portion of the costs handled in accordance with Article II, Section 3.

B. Communication Lines: The cost of maintaining communications lines between the Dispatch Center and other City offices shall be borne by the City. The cost of maintaining communication lines between the Center and other County offices shall be borne by the County.

C. Other Telecommunications Costs: Other telecommunications costs which are not described above shall be considered Dispatch expenses. To the extent they are not paid from grant funds, or the Dispatch Funds are insufficient, these expenses shall be shared equally by the City and County, with the County's portion of the costs handled in accordance with Article II, Section 3.

ARTICLE IV
POLICY BOARD

Section 1. Policy Board Makeup: The Policy Board shall be made up of five (5) members. Two members shall be appointed by the County, with one member being a Fire Chief who serves in Monroe County. Two (2) shall be appointed by the City's Mayor. The fifth member shall be appointed by the Mayor, but shall be a law enforcement representative from Indiana University.

A majority of the members of the Policy Board shall be law enforcement officers who are current employees of a law enforcement agency located in Monroe County, Indiana, that routinely receives dispatch calls. At least one (1) of each of the County's and Mayor's appointed members must have background experience in and/or knowledge of public safety and/or public safety communications.

Section 2. Terms of Policy Board Members: The appointee who is a Fire Chief serving in Monroe County shall initially have the same term as the former second County Commissioner appointment. All appointees shall otherwise serve terms of three (3) years.

Section 3. Meeting of the Policy Board: The Policy Board shall hold a minimum of one (1) meeting every two (2) months, and may hold additional meetings as the Policy Board deems necessary. Such meetings shall be held in compliance with the Indiana Open Door law.

Section 4. Powers and Duties of the Policy Board: The Policy Board shall have the following powers and duties:

- A. To give direction to and resolve disputes of the Oversight Board;
- B. To accept bids and award contracts for equipment purchase and maintenance and for provision of other necessary services, subject to the proper authority authorizing necessary appropriations. The Board shall notify both the City and County prior to consideration of any potential purchase or contract that may require the City and County to share expenses pursuant to Article II, Section 3 of this Agreement;
- C. To enter into contracts to provide dispatch services for other emergency providers;
- D. To issue invoices on behalf of and accept funds for the Dispatch Center, including but not limited to payments from other emergency providers for the provision of dispatch services, which shall be deposited with the Controller of the City as Dispatch Funds, which shall be used pursuant to the guidelines and restrictions in this Agreement on Dispatch Funds;
- E. To review and submit claims and invoices, excluding payroll claims for dispatch personnel listed in Article III, to the proper authority for approval and to review and ratify all itemized expenditures from the PSAP LIT fund and E911 Fund. With the exception of payroll claims for dispatch personnel listed in Article III, all Dispatch claims shall be reviewed and ratified by the Policy Board.
- F. To adopt rules of order for Policy Board meetings and other related proceedings;
- G. To establish and define levels of service to partnership agencies and customers;
- H. To promulgate all other rules, standards and policies necessary for the day-to-day operation of the Dispatch Center and which are not in violation of the terms of this Agreement, federal, state or local law, or collective bargaining agreements of City and County employees; and
- I. Prior to July 1st of each year, to approve a unified budget. Thereafter, said budget shall be presented to the County Council and the Common Council of the City of Bloomington at the joint work session described in Article II, Section 2.

ARTICLE V
OVERSIGHT BOARD

Section 1. Oversight Board Makeup: The Oversight Board shall be comprised of the Monroe County Sheriff and the City's Chief of Police.

Section 2. Meetings: The Oversight Board shall hold meetings as the Oversight Board deems necessary. Any official meetings shall be held in compliance with the Indiana Open Door Law. A memorandum of each meeting shall be prepared and presented to the Policy Board.

Section 3. Powers and Duties of Oversight Board: The powers and duties of the Oversight Board shall be the following:

- A. To administer any rules, standards and policies promulgated by the Policy Board;
- B. To maintain the dispatch-related budgets approved by the Common Council of the City and the County Council and to cause invoices to be prepared by the Telecommunications Manager and submitted to the Policy Board for issuance, as referenced in Article IV, Section 4, Subsection D;
- C. To make recommendations to the Policy Board as necessary;
- D. To exercise general oversight over the operations of the Dispatch Center; however, the City's Chief of Police, shall manage the day-to-day operations and shall direct all dispatch employees, including the Telecommunications Manager;
- E. To set standards for employee qualifications and training;
- F. To prepare an annual budget for the Dispatch Center. Such budget shall include all expenses paid out of the Dispatch Funds. It shall include, but not be limited to, the thirty-two (32) Dispatch personnel listed in Article III, general building maintenance, custodial services, telecommunications costs, software maintenance, electricity, and water and other utility costs.
- G. To carry out all other powers and duties as are delegated to the Oversight Board by the Policy Board.
- H. To hire the Telecommunications Manager. However, when a vacancy for the Telecommunications Manager positions occurs, the City's Human Resources Department shall advertise the position, and the vacancy shall be filled in accordance with the City's hiring rules and practices. The Oversight Board shall review and interview qualified applicants and select a candidate. The County Commissioners and the Mayor shall have final approval of the candidate.

ARTICLE VI **ACCOUNTING**

The 911 Funds from the State of Indiana shall be received, disbursed, and accounted for by the Auditor of the County. All funds received pursuant to the Public Safety Answering Point LIT shall be initially received by the County Auditor from the State, and funding up to the amount

necessary to fund the budget for the calendar year shall be transferred to the Controller of the City, who shall disburse and account for the Public Safety Answering Point LIT. The Controller shall provide the Auditor, County Council, and the Dispatch Policy Board with an itemized yearly expense breakdown of the PSAP LIT funds transferred to the City by February 1st of the following year, or at any time upon request by the Auditor, County Council, or Dispatch Policy Board. The Auditor shall provide the Controller, City Council, and the Dispatch Policy Board with an itemized yearly expense breakdown of the 911 funds by February 1st of the following year, or at any time upon request by the Controller, County Council, City Council, or Dispatch Policy Board. With the exception of Reserve Funds, the Auditor and the Controller shall work together to promptly and efficiently distribute all funds, and to ensure that both the Auditor and the Controller have an accurate accounting of the Dispatch Funds, including both the Auditor and Controller having the end of year financial reports for all Dispatch related funds. The expenditure of Reserve Funds shall only occur as provided for in Article II, Section 2.

ARTICLE VII
AMENDMENT AND SEVERABILITY OF AGREEMENT

Section 1. Amendment: This Agreement may be modified only by a written amendment signed by both parties hereto.

Section 2. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE VIII
TERMINATION

Section 1. Division of Property:

- A. Real Property:** Upon termination, all real property shall remain the property of the City, and the County shall have no claim thereto.

- B. Personal Property:** Upon termination of this Agreement, the Policy Board shall recommend a plan of distribution of all jointly held personal property for the approval of the County Board of Commissioners and the Mayor. In determining proper distribution, due recognition shall be given to separate funds of the parties, if any, originally used to purchase any personal property or to maintain or improve such property and, to the extent possible, property purchased solely by one party shall be identified and distributed or given to that party, unless the parties mutually agree otherwise in writing. The parties shall have equal access to digital or computer data and software licenses.

WHEREFORE, the parties hereto have executed this Agreement as of the date first set forth.

COUNTY OF MONROE, INDIANA
BOARD OF COMMISSIONERS

CITY OF BLOOMINGTON

Amanda Barge, President

John Hamilton, Mayor

Patrick Stoffers, Vice President

Julie Thomas, Member

ATTEST: (Dated: _____)

Auditor, Monroe County, Indiana

CITY OF BLOOMINGTON COMMON COUNCIL

Dorothy Granger, President

ATTEST:

Nicole Bolden, Clerk
City of Bloomington

EXHIBIT A
Monroe County and City of Bloomington, IN
Interlocal Cooperation Agreement for the
Central Emergency Dispatch Center

Payment Date	Dispatch	Spillman	Total
Investment Amount	<u>171,415.50</u>	<u>484,000.00</u>	<u>655,415.50</u>
2/1/2016	19,585.72	55,301.24	74,886.96
2/1/2017	19,585.72	55,301.24	74,886.96
2/1/2018	19,585.72	55,301.24	74,886.96
2/1/2019	19,585.72	55,301.24	74,886.96
2/1/2020	19,585.72	55,301.24	74,886.96
2/1/2021	19,585.72	55,301.24	74,886.96
2/1/2022	19,585.72	55,301.24	74,886.96
2/1/2023	19,585.72	55,301.24	74,886.96
2/1/2024	19,585.72	55,301.24	74,886.96
2/1/2025	19,585.72	55,301.24	74,886.96
	<u>195,857.20</u>	<u>553,012.40</u>	<u>748,869.60</u>
County Investment	2,707,140.94	968,000.00	3,675,140.94
City Investment	<u>2,364,309.95</u>	0.00	<u>2,364,309.95</u>
Total Investment	<u>5,071,450.89</u>	<u>968,000.00</u>	<u>6,039,450.89</u>
Share Each	<u>2,535,725.45</u>	<u>484,000.00</u>	<u>3,019,725.45</u>
City Over(Under)	<u>(171,415.50)</u>	<u>(484,000.00)</u>	<u>(655,415.50)</u>

**MONROE COUNTY AND CITY OF BLOOMINGTON, INDIANA
INTERLOCAL COOPERATION AGREEMENT FOR THE MONROE COUNTY
CENTRAL EMERGENCY DISPATCH CENTER**

This Interlocal Cooperation Agreement, entered into on this ___ day of _____, ~~2017~~2018, by and between the Board of Commissioners of the County of Monroe (hereinafter, "County"), Indiana and the City of Bloomington, Indiana (hereinafter, "City").

WITNESSETH:

WHEREAS, Indiana Code 36-1-7, *et seq.*, allows local government entities to make the most efficient use of their powers by enabling them to contract with other governmental entities for the provision of services to the public; and

WHEREAS, the County and the City each possesses the power and authority to provide police protection and cooperation between the parties in the coordination of these services; and

WHEREAS, since 1998, the County and the City have successfully cooperated and worked together to operate the Monroe County Central Emergency Dispatch Center (hereinafter "Dispatch" or "Dispatch Center"), which combined dispatch systems originally operated by the County Sheriff's Department and the City's Police Department for the purpose of providing high quality, efficient communications services for public safety providers and the general public within Monroe County, Indiana; and

WHEREAS, the County and City have demonstrated by their long-standing partnership that the utilization of a combined dispatch system permits a more efficient utilization of resources; and

WHEREAS, the City and County collaborated to design, construct and equip a new facility in which Dispatch services could be located and began operations in the new facility, located at 301 South Walnut Street, Bloomington, Indiana, 47401, in July 2014; and

WHEREAS, in May of 2016, the Monroe County Income Tax Council approved a public safety county option income tax ("Public Safety COIT") under Indiana Code § 6-3.5-6-31, which provided that thirty percent of the Public Safety COIT shall be distributed to the Dispatch Center; and

WHEREAS, pursuant to Indiana Code 6-3.6, effective July 1, 2016, the County Option Income Tax (governed by Indiana Code 6-3.5) was transformed into a Local Income Tax ("LIT") governed by Indiana Code 6-3.6, and it was determined by the Indiana Department of Local Government Finance and the Indiana Department of Revenue that the Public Safety COIT will expire on December 31, 2016; and

WHEREAS, in September of 2016, therefore, the Monroe County Income Tax Council -approved a LIT under Indiana Code § 6-3.6, which provided that a 0.0725 percent LIT is for the Dispatch Center; and

WHEREAS, in October of 2017, the Monroe County Income Tax Council amended the LIT rate for the Dispatch Center from 0.0725 percent to 0.0916 percent, and may amend the rate for the Dispatch Center in future years, depending on needs and circumstances; and

WHEREAS, the County and the City desire to continue their cooperation with respect to the management, operation and maintenance of this Dispatch Center;

NOW, THEREFORE, in consideration of the mutual terms, covenants and conditions set forth herein, the County and the City hereby agree to renew and, in part, amend their original Agreement dated January 23, 1998 and renewed ~~August 7, 2015~~January 1, 2017, as follows:

ARTICLE I
PURPOSE AND DURATION OF AGREEMENT

Section 1. Purpose: The purpose of this Agreement is to provide a method for the management, operation and maintenance of the Dispatch Center. This Agreement further defines the duties, obligations, rights and responsibilities of the County and the City to and between one another with respect to the matters described.

Section 2. Duration: This Agreement shall be in full force and effect as of the date of its execution and shall remain in full force and effect ~~until December 31, 2017~~unless it is terminated by one of the parties upon ninety (90) days advance written notice to the other party.

ARTICLE II
LOCATION AND MAINTENANCE OF DISPATCH CENTER; COMMENCEMENT

Section 1. Location: The Dispatch Center shall be housed on the second floor of the ~~newly-built~~ condominium facility located at 301 South Walnut Street, Bloomington, Indiana, 47401. The second floor of the facility is owned by the City. The first floor of the facility is owned by the Bloomington Public Transit Corporation. Condominium-related documents were recorded on August 19, 2014, and are held in the Monroe County Recorders' Office; see #2014010523.

Section 2. ~~Public Safety COIT and LIT; 911 Funds from the State of Indiana:~~ As a result of the Monroe County Income Tax Council approving a Public Safety ~~COIT and~~LIT, and providing that a portion of the Public Safety ~~COIT and~~LIT shall be used to fund the Public Safety Answering Point, which in Monroe County is the Dispatch Center, it is the intent of the Parties that two sources of funds shall be the primary funding sources for Dispatch in ~~2017~~2018 and beyond: (1) Public Safety Answering Point ~~COIT~~LIT and (2) 911 Funds from the State of Indiana (collectively "Dispatch Funds").

The Annually, the City Council and County Council shall ~~receive the~~meet in a joint work session to review the Central Dispatch budget no later than the Thursday before. Said joint work session shall occur after July 1st and prior to September 1st of each year of this Agreement. The City Council shall be responsible for scheduling the second Tuesday in August. A Policy Board representative shall present the budget to joint work session and arranging a space for the joint

work session. Each year, the Monroe City shall send notice to the County Council. The at least four weeks prior to the date selected for the joint work session. Said notice shall include the date, time, and location of the joint work session. Within fourteen (14) days of the joint work session, both the City Council and County Council shall review and approve the budget in the same manner as all other County budgets on the date of presentation. If no action is taken by the Council at or before its meeting on the second Tuesday in August, the budget is deemed approved. The County Council may change the date of the meeting in any calendar year only after providing advance written notice to the City. The meet and vote to affirm the budget agreed-upon during the joint session. Thereafter, the budget may be amended at any time by agreement of both parties provided the amendment is approved by both the Common Council of the City and the County Council. In the event the City and County agree on a Central Dispatch budget prior to scheduling or holding a joint work session, the parties agree that a joint work session need not be held.

To the extent the Dispatch Funds exceed the budget of the Dispatch Center, the excess (“Excess Dispatch Funds”) shall be held by the County in either the Monroe County 911 Fund or the Monroe County Public Safety Answering Point Local Income Tax Fund (collectively “Reserve Funds”). -Any Excess Dispatch Funds consisting of funds that were budgeted, appropriated and transferred by the County to the City shall remain with the City as part of the Reserve Funds. Reserve Funds shall be held and expended only for capital costs, emergencies, or other expenditures that are mutually agreed upon by the parties.

To the extent the Dispatch Funds and funds in the Reserve Funds are insufficient to pay for the budget of the Dispatch Center, the shortfall will be addressed pursuant to Article II, Section 43 of this Agreement. In addition, the City and County shall meet and review adequacy of the current income tax rate designated for dispatch purposes.

Nothing in this Agreement shall remove any step from the process to expend the Public Safety Answering Point ~~COFF~~LIT or the 911 Funds from the State of Indiana, including the approval of claims by the relevant entity or entities.

Section 3. Payment of Expenses Incurred in 2016: ~~The City shall invoice the County by February 1, 2017 for the County’s equal share of the expenses incurred in 2016. The County shall pay the invoice in full to the City on or before April 1, 2017. Reimbursement from the County to the City shall be based upon actual expenses incurred from the prior year as shown on the invoice submitted to the County.~~

Section 4. Maintenance of Dispatch Center and Expenses in 2017

Section 3. Maintenance of Dispatch Center and Expenses in 2018 and beyond: Expenses shall be first paid from the Dispatch Funds. In the event that there are insufficient Dispatch Funds and funds in the Reserve Fund to pay for Dispatch’s expenses, the shortfall shall be borne equally by the City and the County. Such additional expenditures shall be approved by the City and County in accordance with Article II, Section 2 of this Agreement. The City will initially provide all funds to address the shortfall, with the County reimbursing the City as provided below. The City shall invoice the County by February 1st of each year, beginning in ~~2018~~2019

for expenses incurred in ~~2017~~2018, for the County's equal share of the prior year's shortfall and the County shall pay the invoice in full to the City on or before April 1st of each year.

Reimbursement from the County to the City shall be based upon actual expenses incurred from the prior year as shown on the invoice submitted to the County.

Section 5.4. Equalization of Costs Already Incurred: The City paid for construction costs of and the County paid for all personal property to equip the Dispatch Center and, as part of its agreement with Spillman Technologies, Inc., the County paid the initial costs for the CAD/RMS system and for eight (8) years of software maintenance in order to secure ten (10) years of maintenance service. In recognition of the initial investments and to equalize costs, the City previously agreed to pay an equalization payment of Six Hundred Fifty Five Thousand, Four Hundred Fifteen Dollars and fifty cents (\$655,415.50) ("Equalization Payment"), plus interest that will average two and a half percent (2.5%) pursuant to the payment schedule that is attached to this Agreement as Exhibit A.

~~Pursuant to the payment schedule, in 2016 the City credited the County Seventy Four Thousand Eight Hundred Eighty Seven Dollars (\$74,887) and the City received full reimbursement for Dispatch expenses incurred in 2015.~~

~~In 2017, when, pursuant to Article II, Section 3, the City provides the County with the Invoice for the County's equal share of the Dispatch expenses incurred in 2016, the City will include a credit of at least Seventy Four Thousand Eight Hundred Eighty Seven Dollars (\$74,887), with any payment above that amount going toward the principal amount of the Equalization Payment.~~

In 2018 and in future years until the Equalization Payment has been made, in the event that there are insufficient Dispatch Funds and funds in the Reserve Fund to pay for Dispatch's expenses (i.e., it is necessary to share the shortfall as provided by Article II, Section 4), the City will provide the County with an Invoice for the County's share of the shortfall. The Invoice will include a credit of at least Seventy Four Thousand Eight Hundred Eighty Seven Dollars (\$74,887) (with any credit above \$74,887 going toward the principal amount of the Equalization Payment). As a result of the credit on the Invoice, the result may be a payment from the City to the County, from the County to the City, or no payment being due. ~~In the event that a payment is due, the payment shall be made on or before April 1st of that year.~~

In 2018 and in future years until the Equalization Payment has been fully made, in the event that there are sufficient Dispatch Funds and funds in the Reserve Fund to pay for Dispatch's expenses, the City shall remit a payment of at least Seventy Four Thousand Eight Hundred Eighty Seven Dollars (\$74,887) to the County prior to April 1 of that year. The City's payment can be made from any lawful source, including any Public Safety LIT/COIT distribution that the City receives.

The City may, however, at any time pay the remaining balance of the principal Six Hundred Fifty Five Thousand, Four Hundred Fifteen Dollar and fifty-cent (\$655,415.50) equalization payment due to the County, less interest, and there shall be no penalty for paying the balance to the County early.

ARTICLE III
PERSONNEL, EQUIPMENT AND TELECOMMUNICATIONS

Section 1. Personnel:

A. **Staffing:** Dispatch shall ~~be staffed by twenty four (24) full time~~ have thirty-one (31) budgeted dispatch ~~personnel, one (1) part time dispatch personnel, positions~~ and one (1) ~~full time~~ telecommunications manager (collectively “Dispatch Staff”). Additional personnel shall be provided as necessary pursuant to agreement of the parties. All Dispatch Staff shall be employees of the City, receive the compensation and benefits associated with employment by the City, and be subject to the City’s policies on employment. Previous Interlocal Cooperation Agreements for Dispatch provided that some Dispatch Staff were employees of the City and some Dispatch Staff were employees of the County. For purposes of seniority and tenure, the time that any member of the Dispatch Staff has been employed either as City Dispatch Staff or as County Dispatch Staff under a previous Interlocal Cooperation Agreement shall count for purposes of seniority and tenure under this Agreement.

For the avoidance of doubt, in the event of the Dispatch Funds being insufficient to pay for all expenses of Dispatch, personnel costs (like all other expenses) shall be borne equally by the City and the County, with the County’s portion of the costs handled in accordance with Article II, Section 43.

B. **Scope of Responsibilities:** The primary responsibility of all dispatch personnel described in Paragraph A, above, shall be to receive and dispatch emergency calls and perform all related duties. All personnel shall dispatch any and all emergency calls; there shall be no separation of responsibilities by geographical or other jurisdiction.

Section 2. Equipment and Fixtures: —The purchase cost of: (1) all Dispatch Center equipment which is not purchased from grant funds, (2) the cost for maintenance on all equipment, and (3) the cost for insurance on all equipment and fixtures shall be considered Dispatch expenses. In the event of the Dispatch Funds being insufficient to pay for these purchases, these expenses shall be shared equally by the City and County, with the County’s portion of the costs handled in accordance with Article II, Section 43.

Section 3. Telecommunications Costs:

A. **NCIC/IDACS:** The cost of and responsibility for maintaining NCIC/IDACS databases shall be considered Dispatch expenses. In the event of the Dispatch Funds being insufficient, these expenses shall be shared equally by the City and County, with the County’s portion of the costs handled in accordance with Article II, Section 43.

B. **Communication Lines:** The cost of maintaining communications lines between the Dispatch Center and other City offices shall be borne by the City. The cost of maintaining communication lines between the Center and other County offices shall be borne by the County.

C. **Other Telecommunications Costs:** Other telecommunications costs which are not described above shall be considered Dispatch expenses. To the extent they are not paid from

grant funds, or the Dispatch Funds are insufficient, these expenses shall be shared equally by the City and County, with the County's portion of the costs handled in accordance with Article II, Section 43.

ARTICLE IV
POLICY BOARD

Section 1. Policy Board Makeup: The Policy Board shall be made up of five (5) members. Two members shall be appointed by the County, with one member being a Fire Chief who serves in Monroe County. Two (2) shall be appointed by the City's Mayor. The fifth member shall be appointed by the Mayor, but shall be a law enforcement representative from Indiana University.

A majority of the members of the Policy Board shall be law enforcement officers who are current employees of a law enforcement agency located in Monroe County, Indiana, that routinely receives dispatch calls. At least one (1) of each of the County's and Mayor's appointed members must have background experience in and/or knowledge of public safety and/or public safety communications.

Section 2. Terms of Policy Board Members: The appointee who is a Fire Chief serving in Monroe County shall initially have the same term as the former second County Commissioner appointment. All appointees shall otherwise- serve terms of three (3) years.

Section 3. Meeting of the Policy Board: The Policy Board shall hold a minimum of one (1) meeting every two (2) months, and may hold additional meetings as the Policy Board deems necessary. Such meetings shall be held in compliance with the Indiana Open Door law.

Section 4. Powers and Duties of the Policy Board: The Policy Board shall have the following powers and duties:

- A. To give direction to and resolve disputes of the Oversight Board;
- B. To accept bids and award contracts for equipment purchase and maintenance and for provision of other necessary services, subject to the proper authority authorizing necessary appropriations. The Board shall notify both the City and County prior to consideration of any potential purchase or contract that may require the City and County to share expenses pursuant to Article II, Section 43 of this Agreement;
- C. To enter into contracts to provide dispatch services for other emergency providers;
- D. To issue invoices on behalf of and accept funds for the Dispatch Center, including but not limited to payments from other emergency providers for the provision of dispatch services, which shall be deposited with the Controller of the City as Dispatch Funds, which shall be used pursuant to the guidelines and restrictions in this Agreement on Dispatch Funds;

- E. To review and submit claims and invoices, excluding payroll claims for dispatch personnel listed in Article III, to the proper authority for approval; ~~and to review and ratify all itemized expenditures from the PSAP LIT fund and E911 Fund. With the exception of payroll claims for dispatch personnel listed in Article III, all Dispatch claims shall be reviewed and ratified by the Policy Board.~~
- F. To adopt rules of order for Policy Board meetings and other related proceedings;
- G. To establish and define levels of service to partnership agencies and customers;
- H. To promulgate all other rules, standards and policies necessary for the day-to-day operation of the Dispatch Center and which are not in violation of the terms of this Agreement, federal, state or local law, or collective bargaining agreements of City and County employees; and
- ~~I. To Prior to July 1st of each year, to approve and to present a unified budget. Thereafter, said budget shall be presented to the County Council and the Common Council of the City of Bloomington-~~
- ~~I. J. To participate in and affirm at the appointment of the Telecommunications Manager joint work session described in Article II, Section 2.~~

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ARTICLE V OVERSIGHT BOARD

Section 1. Oversight Board Makeup: The Oversight Board shall be comprised of the Monroe County Sheriff and the City's Chief of Police.

Section 2. Meetings: The Oversight Board shall hold meetings as the Oversight Board deems necessary. Any official meetings shall be held in compliance with the Indiana Open Door Law. A memorandum of each meeting shall be prepared and presented to the Policy Board.

Section 3. Powers and Duties of Oversight Board: The powers and duties of the Oversight Board shall be the following:

- A. To administer any rules, standards and policies promulgated by the Policy Board;
- ~~B. B.~~ To maintain the dispatch-related budgets approved by the Common Council of the City and the County Council and to cause invoices to be prepared by the Telecommunications Manager and submitted to the Policy Board for issuance, as referenced in Article IV, Section 4, Subsection D;
- C. To make recommendations to the Policy Board as necessary;
- D. To exercise general oversight over the operations of the Dispatch Center; however, the City's Chief of Police, shall manage the day-to-day operations and shall direct all dispatch employees, including the Telecommunications Manager;

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- E. To set standards for employee qualifications and training;
- F. To prepare an annual budget for the Dispatch Center. Such budget shall include all expenses paid out of the Dispatch Funds. It shall include, but not be limited to, the ~~twenty five (25)~~thirty-two (32) Dispatch personnel listed in Article III, general building maintenance, custodial services, telecommunications costs, software maintenance, electricity, and water and other utility costs.
- G. To carry out all other powers and duties as are delegated to the Oversight Board by the Policy Board.

H. To hire the Telecommunications Manager. However, when a vacancy for the Telecommunications Manager positions occurs, the City's Human Resources Department shall advertise the position, and the vacancy shall be filled in accordance with the City's hiring rules and practices. The Oversight Board shall review and interview qualified applicants and select a candidate. The County Commissioners and the Mayor shall have final approval of the candidate.

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ARTICLE VI
ACCOUNTING

The 911 Funds from the State of Indiana shall be received, disbursed, and accounted for by the Auditor of the County. All funds received pursuant to the Public Safety Answering Point ~~COIT/LIT~~ shall be initially received by the County Auditor from the State, and funding up to the amount necessary to fund the budget for the calendar year shall be transferred to the Controller of the City, who shall disburse and account for the Public Safety Answering Point ~~COIT/LIT~~. ~~The~~LIT. The Controller shall provide the Auditor, County Council, and the Dispatch Policy Board with an itemized yearly expense breakdown of the PSAP LIT funds transferred to the City by February 1st of the following year, or at any time upon request by the Auditor, County Council, or Dispatch Policy Board. The Auditor shall provide the Controller, City Council, and the Dispatch Policy Board with an itemized yearly expense breakdown of the 911 funds by February 1st of the following year, or at any time upon request by the Controller, County Council, City Council, or Dispatch Policy Board. With the exception of Reserve Funds, the Auditor and the Controller shall work together to promptly and efficiently distribute all funds, and to ensure that both the Auditor and the Controller have an accurate accounting of the Dispatch Funds, including both the Auditor and Controller having the end of year financial reports for all Dispatch related funds. The expenditure of Reserve Funds shall only occur as provided for in Article II, Section 2.

ARTICLE VII
AMENDMENT AND SEVERABILITY OF AGREEMENT

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Section 1. Amendment: This Agreement may be modified only by a written amendment signed by both parties hereto.

Section 2. Severability: The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of the Agreement shall be construed and enforced as if it did not contain the particular provision to be held void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement ~~to~~ be determined void.

ARTICLE VIII
TERMINATION

Section 1. Division of Property:

- A. Real Property:** Upon termination, all real property shall remain the property of the City, and the County shall have no claim thereto.

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WHEREFORE, the parties hereto have executed this ~~(Central Emergency Dispatch Center)~~ Agreement as of the date first set forth.

COUNTY OF MONROE, INDIANA
BOARD OF COMMISSIONERS

~~Patrick Stoffers~~Amanda Barge, President

Patrick Stoffers, Vice President

~~Julie Thomas~~, Vice President

~~Amanda Barge~~, Member

ATTEST: (Dated: _____)

Auditor, Monroe County, Indiana

CITY OF BLOOMINGTON

John Hamilton, Mayor

CITY OF BLOOMINGTON COMMON COUNCIL

~~Andy Ruff~~Dorothy Granger, President

ATTEST:

Nicole Bolden, Clerk
City of Bloomington

ORDINANCE 18-02

AN ORDINANCE RE-ESTABLISHING THE CUMULATIVE CAPITAL DEVELOPMENT FUND UNDER IC 36-9-15.5

WHEREAS, Indiana Code 36-9-15.5 provides for the establishment of a Municipal Cumulative Capital Development Fund; and

WHEREAS, said fund may be used for any purpose for which property taxes may be imposed under the authority of Indiana Code 36-9-15.5-2; and

WHEREAS, the City of Bloomington established a Cumulative Capital Development Fund by adoption of Ordinance 84-28 for a three year period ending December 31, 1987, and reauthorized said fund as provided by statute with the adoption of Ordinance 87-24, Ordinance 90-33, Ordinance 93-38, and Ordinance 12-15; and

WHEREAS, pursuant to Indiana Code 36-9-15.5-6, the municipal fiscal body may provide money for the Cumulative Capital Development Fund by levying a tax in compliance with Indiana Code 6-1.1-41;

NOW THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

Section 1. The City Council of Bloomington, Monroe County, Indiana hereby determines that a need now exists for re-establishing the Cumulative Capital Development Fund for all purposes set out in Indiana Code 36-9-15.5-2 and Indiana Code 36-9-15.5-8(c), and said fund is hereby re-established.

Section 2. The City Council shall adhere to the provisions of Indiana Code 36-9-15.5. The proposed fund will not exceed \$0.05 on each \$100 of assessed valuation. Said tax rate will be levied beginning with taxes for 2018 payable 2019.

Section 3. Proofs of publication of the public hearing held on the 21st day of February, 2018, and a certified copy of this ordinance shall be submitted to the Department of Local Government Finance of the State of Indiana as provided by law. This Cumulative Fund is subject to the approval of the Department of Local Government Finance.

Section 4. Said Fund shall be held in a special fund as provided in Indiana Code 36-9-15.5-8(a) and shall be used in accordance with the provisions of Indiana Code 36-9-15.5 et seq. and all other applicable provisions of law. The City shall adhere to all related provisions of the Indiana Code

Section 5. Expenditures from this fund shall be made only after annual appropriations by the Common Council of the City of Bloomington and approval by the Indiana Department of Local Government Finance.

Section 6. Severability. If any section, sentence or provision of the ordinance, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

Section 7. This ordinance shall be in full force and effect from and after its passage by the Common Council of the City of Bloomington and approval by the Mayor and after all statutory procedures are followed.

PASSED by the following vote of members the Bloomington Common Council this 21st day of February, 2018 and ADOPTED upon signature of the Mayor as attested below.

Name		Signature
Dorothy Granger, District II, President	Aye Nay Abstain	
Isabel Piedmont-Smith, District V, Vice President	Aye Nay Abstain	
Steve Volan, District VI, Parliamentarian	Aye Nay Abstain	
Allison Chopra, District III	Aye Nay Abstain	
Dave Rollo, District IV	Aye Nay Abstain	
Andy Ruff, At-Large	Aye Nay Abstain	
Susan Sandberg, At-Large	Aye Nay Abstain	
Jim Sims, At-Large	Aye Nay Abstain	
Chris Sturbaum, District I	Aye Nay Abstain	

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

PRESENTED by me to Mayor of the City of Bloomington, Monroe County, Indiana,
upon this _____ day of _____, 2018.

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED AND APPROVED by me upon this _____ day of _____, 2018.

JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

This Ordinance reauthorizes the Municipal Cumulative Capital Development Fund for taxes assessed in year 2018 and payable in year 2019 and authorizes collection of property tax at the rate of \$0.05 per \$100 of valuation; the fund may generally be used for the purposes set out in IC 36-9-15.5 et seq.



**JOHN HAMILTON
MAYOR**

CITY OF BLOOMINGTON

401 N Morton St
Post Office Box 100
Bloomington IN 47402

**JEFFREY H. UNDERWOOD
CONTROLLER**

CONTROLLER'S OFFICE

p 812.349.3416
f 812.349.3456
controller@bloomington.in.gov

Memorandum

To: Council Members
From: Jeffrey Underwood, Controller
Date: January 31, 2018
Re: Ordinance 18-02

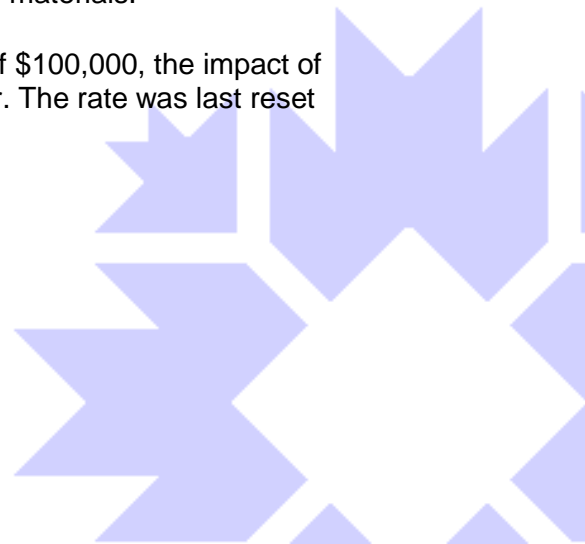
Ordinance 18-02 seeks your approval to reset the rate for the City's Cumulative Capital Development Fund (CCD). The CCD is used to fund much needed maintenance and installation of City sidewalks, streets, and trails.

The CCD is funded primarily by property taxes, and the Indiana state legislature has established a maximum rate of 5 cents per \$100 of net assessed value. However, the legislature also established an indexing requirement: for growing communities such as Bloomington, the rate is reduced as the community grows. The impact of this indexing was to produce the same amount of funds each year, thereby penalizing growing communities.

As communities are allowed to reset the rate periodically, we are now requesting that the City Council approve resetting Bloomington's CCD rate to the original 5 cents rate. The current rate is 4.8 cents, which produces approximately \$1.7 million dollars per year. By resetting the rate back to the original 5 cents, the City will receive approximately an additional \$100,000 per year. If approved the new rate will become effective in 2019.

We plan to prioritize these funds for the installation and repairs of the City's sidewalks. Any remaining funds will be used to repair and maintain city trails. It is our intention to resurrect a program used a number of years ago, in which the City partners with eligible homeowners for the repairs of sidewalks adjacent to their properties. The City will supply the labor for the repairs and the property owner will pay for the materials.

For a homeowner with a property that has a net assessment of \$100,000, the impact of the requested rate reset would be approximately \$.65 per year. The rate was last reset in 2012 effective in 2013.



ORDINANCE 18-03

**TO AMEND TITLE 8 OF THE BLOOMINGTON MUNICIPAL CODE, ENTITLED
“HISTORIC PRESERVATION AND PROTECTION”
TO ESTALBISH A HISTORIC DISTRICT -
Re: The Batman-Waldron House at 403 West Kirkwood Avenue
(Nancy Garrett, Petitioner)**

- WHEREAS, the Common Council adopted Ordinance 95-20 which created a Historic Preservation Commission and established procedures for designating historic districts in the City of Bloomington; and
- WHEREAS, on December 15, 2017, Nancy Garrett submitted an application to the Historic Preservation Commission for the historic designation of property she owns at 403 West Kirkwood Avenue; and
- WHEREAS, on January 25, 2018, the Historic Preservation Commission held a public hearing for the purpose of allowing discussion and public comment on the proposed historic district designation of “The Batman-Waldron House” at 403 West Kirkwood Avenue; and
- WHEREAS, at the January 25, 2018 meeting the Historic Preservation Commission found that the building has historic and architectural significance that merits the protection of the property as a historic district; and
- WHEREAS, the Commission has prepared a map and written report which accompanies the map and validates the proposed district by addressing the criteria outlined in BMC 8.08.10; and
- WHEREAS, the Commission voted to submit the map and report to the Common Council which recommended local historic designation of “The Batman-Waldron House,”

NOW THEREFORE, BE IT HEREBY ORDAINED BY THE COMMON COUNCIL OF THE CITY OF BLOOMINGTON, MONROE COUNTY, INDIANA, THAT:

SECTION 1. The map setting forth the proposed historic district for the site is hereby approved and said historic district is hereby established. A copy of the map and report submitted by the Historic Preservation Commission is attached to this ordinance and incorporated herein by reference and two copies of the map are on file in the Office of City Clerk for public inspection. The legal description of this property is further described as:

013-16380-00, Original Plat 137

SECTION 2. The Batman-Waldron House shall be classified as “outstanding.”

SECTION 3. Chapter 8.20 of the Bloomington Municipal Code, entitled “List of Designated Historic and Conservation Districts,” is hereby amended to insert a line regarding “The Batman-Waldron House” which shall read as follows:

The Batman-Waldron House 403 West Kirkwood Avenue

SECTION 4. If any section, sentence, or provision of this ordinance, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 5. This ordinance shall be in full force and effect from and after its passage by the Common Council of the City of Bloomington and approval of the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2018.

DOROTHY GRANGER, President
Bloomington Common Council

ATTEST:

NICOLE BOLDEN, Clerk
City of Bloomington

PRESENTED by me to Mayor of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2018.

NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED AND APPROVED by me upon this _____ day of _____, 2018.

JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

This ordinance amends Chapter 8.20 of the Bloomington Municipal Code entitled “The List of Designated Historic District” in order to designate the Batman-Waldron House at 403 West Kirkwood Avenue as a historic district. The Bloomington Historic Preservation Commission, in conjunction with Nancy Garrett, the current homeowner, sought this designation as a contingency to receive Bloomington Urban Enterprise Association (BUEA) grant funding to aid in the restoration of a chimney stack on the roof. The BUEA grant application was submitted to the BUEA board on October 3, 2017 and funding will be dispersed once the restoration work has been completed, which includes reconstruction of the chimney stack, replacement of damaged shingles caused by the falling stones in the chimney stack, and replacement of historic metal gutters that were damaged when the stones from the chimney fell down the roof. The Bloomington Historic Preservation Commission recommended it to the Common Council by a vote of 5-0. The Batman-Waldron House is locally significant for its eclectic representation of Queen Anne architecture, and its use of limestone as the main structural material. The extent that limestone is used throughout the house is unmatched by other residences found in the City of Bloomington, and represents the wealth and prosperity of some of the earliest settlers to Bloomington, Ira C. Batman and his wife, Mary J. Batman, daughter of wealthy real estate developer, John Waldron. The house is both architecturally significant and historically significant for its ties to the Batman and Waldron families as well as for the rare Patterned Masonry Queen Anne style that it employs, something found on only a small portion of architecture in America. Along with this designation it is also recommended that the property be rated as “outstanding” because the Batman-Waldron House is listed as part of the larger Bloomington West Side Historic District in the National Register of Historic Places. Once this ordinance has been adopted, the property will be regulated by the requirements that apply to all historic and architecturally worthy district so designated by the Common Council. These regulations preserve and protect the property from demolition and include the review of exterior modification.

MEMO

January 29, 2018

RE: The Batman-Waldron House

To: City Council

From: Rachel Ellenson, Historic Preservation Program Manager, City of Bloomington

At its January 25, 2018 meeting, the Bloomington Historic Preservation Commission voted to recommend historic designation for the Batman-Waldron House by a vote of 5-0, based upon the following criteria:

- (1) Historic:
 - a) Has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, state, nation; or is associated with a person who played a significant role in local, state, or national history; or
 - c) Exemplifies the cultural, political, economic, social, or historical heritage of the community.

- (2) Architecturally worthy:
 - a) Embodies distinguishing characteristics of an architectural or engineering type; or
 - e) Contains any architectural style, detail, or element in danger of being lost; or
 - f) Owing to its unique location or physical characteristics, represents an established and familiar visual feature of the city; or
 - g) Exemplifies the building environment in an era of historic characterized by a distinctive architectural style.

SYNOPSIS

The Batman-Waldron House is locally significant for its eclectic representation of Queen Anne architecture, and its use of limestone as the main structural material. The extent that limestone is used throughout the house is unmatched by other residences found in the City of Bloomington, and represents the wealth and prosperity of some of the earliest settlers to Bloomington, Ira C. Batman and his wife, Mary J. Batman, daughter of wealthy real estate developer, John Waldron. The house is both architecturally significant and historically significant for its ties to the Batman and Waldron families as well as for the rare Patterned Masonry Queen Anne style that it employs, something found on only a small portion of architecture in America. The house was constructed c. 1895 and is rated as “outstanding” in 2015 Bloomington Historic Sites and Structures survey. It is a two-story residence and commercial structure that houses The Garret, a local antique store.

APPLICATION FORM
Historic Designation
Historic Preservation Commission of the City of Bloomington

Case Number: HD 18-01

Date Filed: December 15, 2017

Date of Commission Hearing: January 11, 2018

Request: Conservation or Historic District: Historic District

Address of proposed district or description of boundaries:

403 West Kirkwood Avenue Bloomington, IN 47404

Petitioner's Name: Nancy Garrett

Petitioner's Address: 403 W. Kirkwood Ave. Bloomington, IN **Phone Number:** 812-339-4175

Owner's Name: Nancy Garrett

Owner's Address: 403 W. Kirkwood Ave. Bloomington, IN **Phone Number:** 812-339-4175

Preparer's Name: Rachel Ellenson

Preparer's Address: 401 N. Morton St. Bloomington, IN **Phone Number:** 812-349-3507

Instructions to Petitioners

The petitioner must attend a preliminary meeting with the staff of the Bloomington Historic Preservation Commission in the Housing and Neighborhood Department during which the petitioner will be advised as to the appropriateness of the designation. **Petitioner, at the time of filing, must present a list of property owners and adjacent property owners to the Commission.** Notice, by first class mail must be postmarked 10 days before the public hearing at which the action is taken. Upon receiving a complete application, the Commission will appoint an Ad Hoc Historic District Committee. If the petitioner is other than the Historic Commission or the district larger than one structure and its accessory buildings, then the Committee will appoint property owners within the proposed district and the Common Council member in that jurisdiction to a special committee which will coordinate required public meetings concerning the designation. The Ad Hoc Committee will determine if secondary and primary areas will be assigned to the district and will categorize each building on the basis of merit.

A vote will be taken at the next regular meeting of the Bloomington Historic Preservation Commission after appropriate educational meetings have taken place. The Commission meets every other Thursday at 5:00 P.M. in the McCloskey Room of Showers City Hall on Morton Street. The petitioner or his designee must attend the scheduled meeting in order to answer any questions or supply supporting materials. If you feel uncertain of the merits of designation, you also have the right to attend a preliminary hearing, which will allow you to discuss the proposal with the Commission before the hearing during which action is taken. Action by the Commission must occur within ninety days of the filing date, unless a preliminary hearing is requested.

Please respond to the following questions and attach additional pages for photographs, drawings, surveys, as requested.

1. A legal description of the proposed district.
2. Provide photographs of the structure(s) proposed for designation. If the district contains several structures, provide a representative sampling.
3. Provide a zoning map and a geographic information system map showing the proposed boundaries of the district. This material may be obtained from staff.
4. Provide copies of any listing on a state or national registry or historic survey information pertinent to the property(s).
5. If the designation is proposed on grounds other than architectural significance, supply evidence of the historic linkages described. Such evidence as deed transfers, Sanborn maps, City Directories and Atlases, written histories, when available, or oral histories may be used.

An historic district must be ruled to meet one of two following criteria by the Historic Preservation Commission:

Historic:

- a) Has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, state, nation; or is associated with a person who played a significant role in local, state, or national history; or
- b) Is the sight of an historic event; or
- c) Exemplifies the cultural, political, economical, social, or historical heritage of the community.

Architecturally worthy:

- a) Embodies distinguishing characteristics of an architectural or engineering type; or
- b) Is the work of a designer whose individual work has significantly influenced the development of the community; or
- c) Is the work of a designer of such prominence that such work gains its value from the designer's reputation; or
- d) Contains elements of design. Detail, materials, or craftsmanship which represents a significant innovation; or
- e) Contains any architectural style, detail or element in danger of being lost; or

- f) Owing to its unique location or physical characteristics, represents an established and familiar visual feature of a neighborhood of the city; or
- g) Exemplifies the built environment in an era of history characterized by a distinctive architectural style.

Please describe under which category(s) the proposed district qualifies to be locally designated.

Basis for Historic Significance:

- Has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, state, nation; or is associated with a person who played a significant role in local, state, or national history
- Exemplifies the cultural, political, economical, social, or historical heritage of the community

Basis for Architectural Significance:

- Embodies distinguishing characteristics of an architectural or engineering type
- Contains any architectural style, detail or element in danger of being lost
- Owing to its unique location or physical characteristics, represents an established and familiar visual feature of a neighborhood of the city

Owner Signature: Nancy L. Garrett Date: 12-15-17

Petitioner Signature: _____ Date: _____

Preparer Signature: Racul Elkar Date: 12-15-17

403 W. Kirkwood Avenue (Batman-Waldron House)

Staff Report

Bloomington Historic Preservation Commission



The property at 403 West Kirkwood Avenue qualifies for local designation under the following highlighted criteria found in Ordinance 95-20 of the Municipal Code (1): a and c, (2): a, e, f, and g.

(1) Historic:

- a. Has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, state, nation; or is associated with a person who played a significant role in local, state, or national history; or
- b. Is the site of a historic event; or
- c. Exemplifies the cultural, political, economic, social, or historical heritage of the community.

(2) Architecturally Worthy:

- a. Embodies distinguishing characteristics of an architectural or engineering type; or
- b. Is the work of a designer whose individual work has significantly influenced the development of the community; or
- c. Is the work of a design of such prominence that such work gains its value from the designer's reputation; or

- d. Contains elements of design, detail, materials, or craftsmanship which represent a significant innovation; or
- e. Contains any architectural style, detail, or other element in danger of being lost; or
- f. Owing to its unique location or physical characteristics, represents an established and familiar visual feature of the city; or
- g. Exemplifies the building environment in an era of historic characterized by a distinctive architectural style.

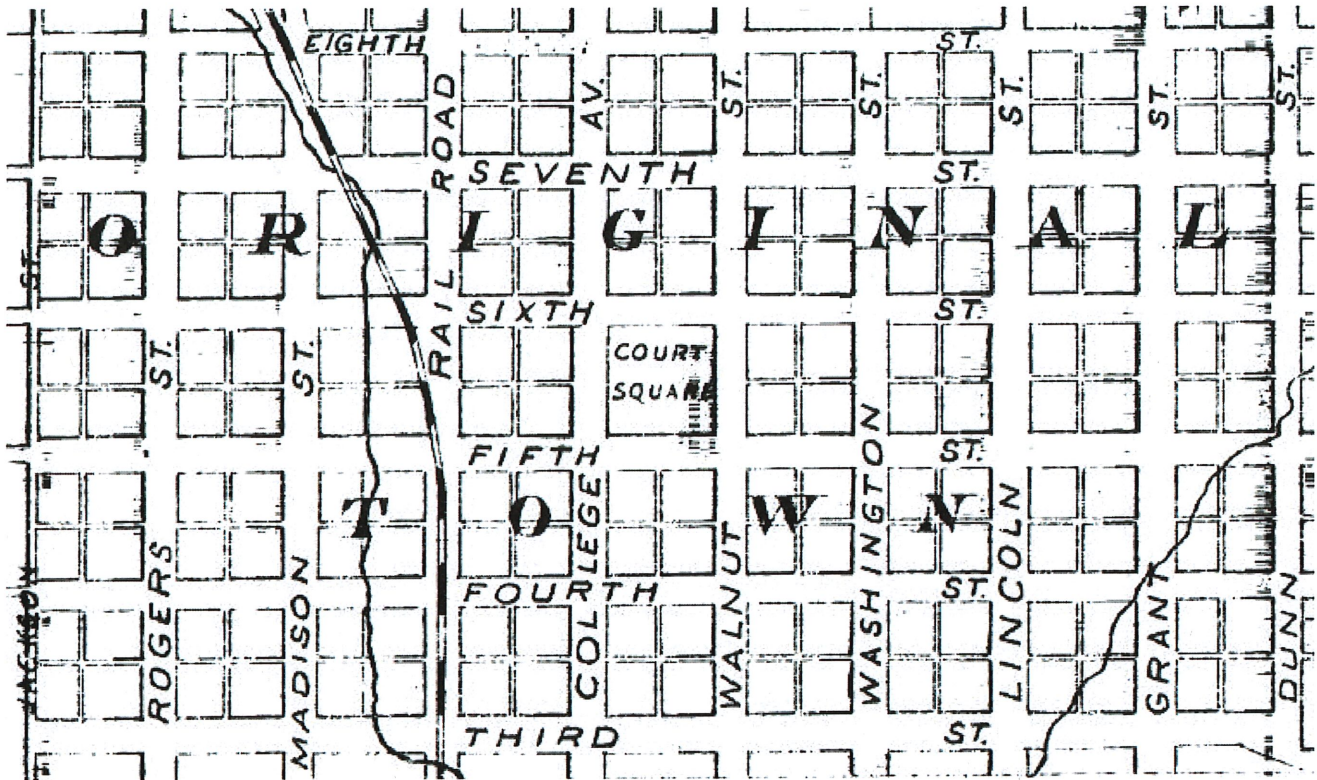


Figure 1: 1856 Atlas (Bloomington Original Plat)

This property is cited in the 2015 survey of Historic Sites and Structures and is classified as “outstanding.”

105-055-26465 c. 1895 Commercial, 403 West Kirkwood Avenue; Queen Anne; Architecture

Legal Description: 013-16380-00, Original Plat: 137, Legal Parcel Size (acres): .200

Ownership Timeline:

- 1895-1921 – Ira C. Batman, Mary J. Batman
- 1921-1927 – William Telfer, Lillie Telfer
- 1927-1928 – C.F. Tournier Coal Company
- 1928-1929 – Charles E. Sharp
- 1929-1932 – Weir Funeral Home, E.T. Weir
- 1932-1937 – Central Federal Savings and Loan Association
- 1937-1974 – Bloomington Labor Temple Association, Inc.
- 1974-2005 – Dennis Garrett, Nancy Garrett
- 2005-present – Nancy Garrett

Contributing Structures

- Batman-Waldron House

Non-Contributing Structures

- Detached Garage (constructed c. 1980)
- Shed (constructed c. 1980)

The Batman-Waldron House, is a large, multi-story single family residence that has been reused for commercial purposes. It is located on the southwest corner of W. Kirkwood Avenue and S. Madison Street. The property is part of the City of Bloomington's original plat that was surveyed in 1818 by James Borland.¹ It was originally built for Ira C. Batman and was possibly designed by well-known local architect, J.L. Nichols, although records are inconclusive. The structure is included in the National Register of Historic Places as a contributing structure in the Bloomington West Side Historic District. The house was constructed in 1895, according to local construction news releases.² This is further corroborated by the 1892 Sanborn Fire Insurance Map of downtown Bloomington, which shows a single story structure on the property until the construction of the Batman House, which shows up on the 1898 survey of the same area. A secondary structure was built behind the main house by 1913 but has since been razed.³ A garage and a shed have replaced the original garage.

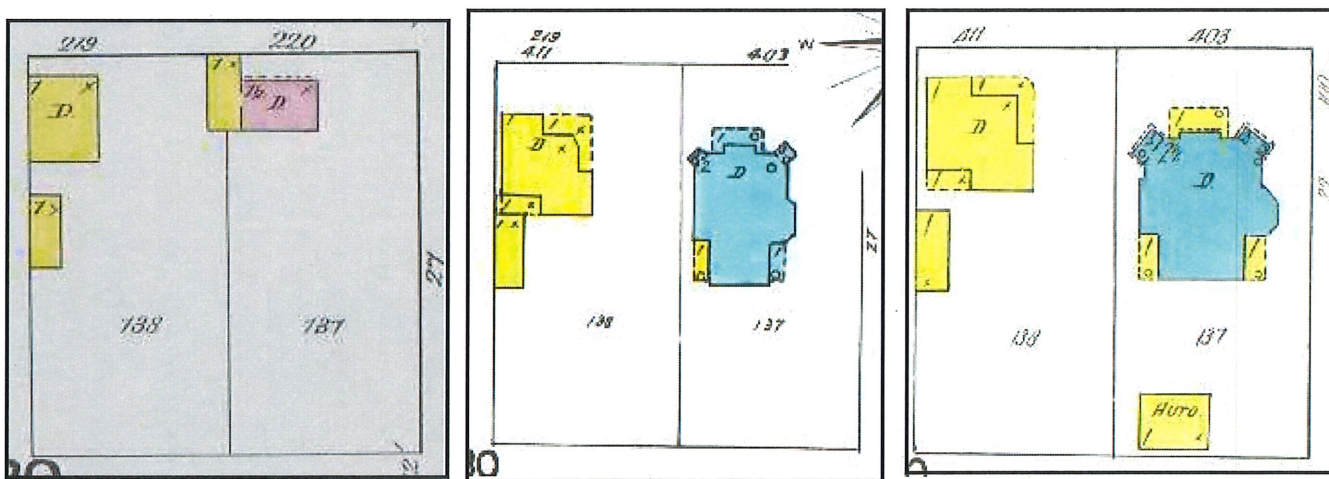


Figure 2, 3, 4: 1892 Sanborn Fire Insurance Map, 1898 Sanborn Fire Insurance Map, 1913 Sanborn Fire Insurance Map.

¹ Nancy Hiestand, "Report on Proposed Local Designation: 322 E. Kirkwood (Kirkwood Manor)," 2016: 2.

² Research by Bill Coulter: *Bloomington Telephone*, (December 12, 1895).

³ Indiana University Bloomington, "Union List of Sanborn Maps: Bloomington (Monroe County), 1892, 1898, 1913,"

<https://libraries.indiana.edu/union-list-sanborn-maps>.

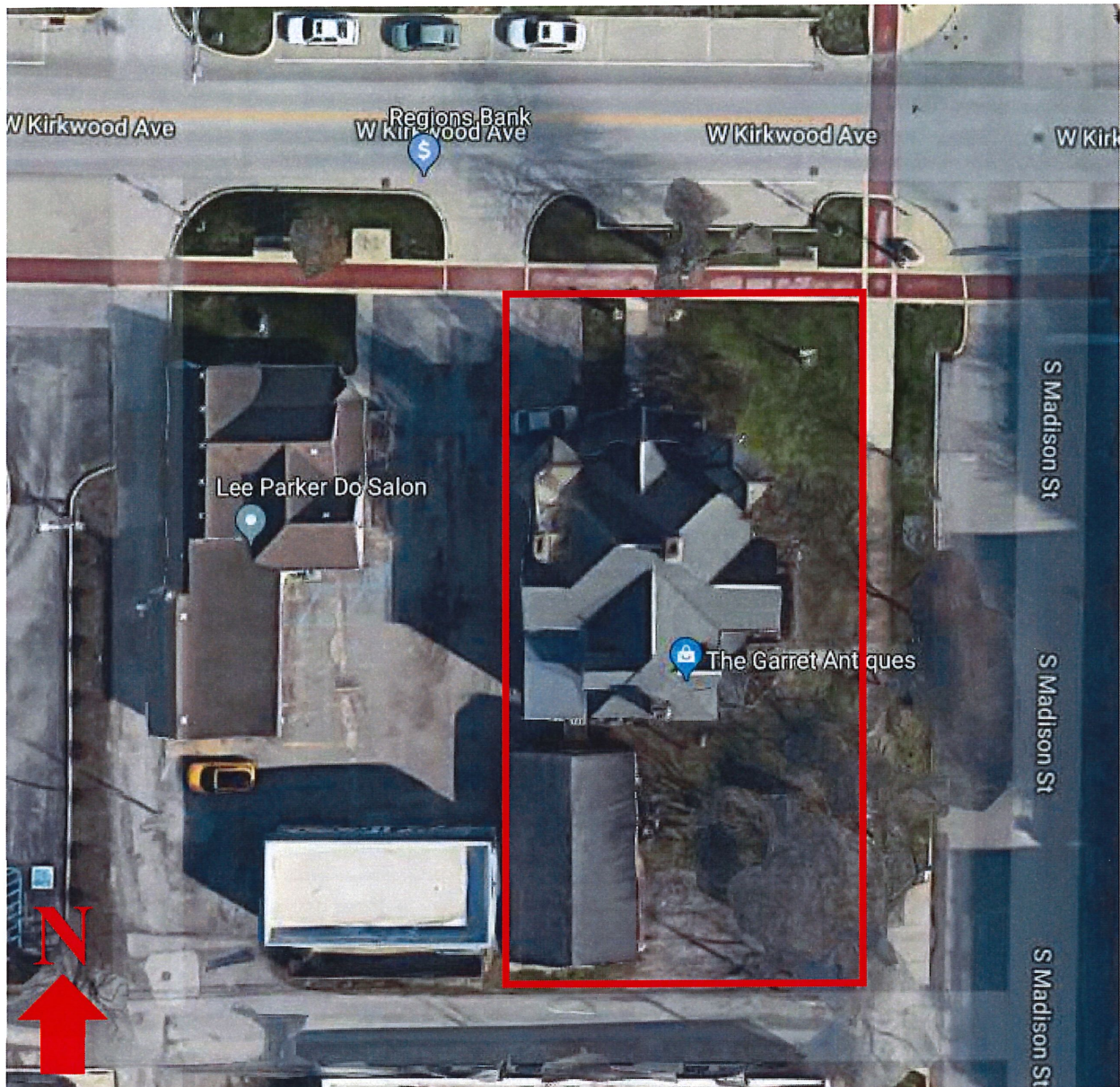


Figure 5. Aerial map showing location of the Batman-Waldron House on the SW corner of W. Kirkwood and S. Madison.

The house is representative of Patterned Masonry Queen Anne high-style architecture with ornate decorative stone detailing decorating the exterior of the structure. Queen Anne architecture is identifiable by steeply pitched, irregular roof patterns, asymmetrical facades, and eclectic detailing.⁴ The decorative detailing subtype Patterned Masonry, found on about 5% of Queen Anne structures, is described as having masonry walls with patterned brickwork or stonework and relatively little wooden detailing. Stone decorative panels are frequently inset into the walls.⁵ Queen Anne was the dominant domestic style of architecture in American between 1880 and 1900, further popularized by mail order catalogs and expanding rail networks that spread the popularity of the style across the US.⁶

⁴ Virginia Savage McAlester, *A Field Guide to American Houses* (New York: Alfred A. Knopf, 2013), 345.

⁵ *Ibid.*, 346.

⁶ *Ibid.*, 350.

Within Bloomington, there are several examples of high-style Queen Anne architecture, but none match the grandeur and scale of the Batman-Waldron House. Commissioned by Ira Batman in 1894 as wedding present to his wife, Mary Waldron, the two-story limestone mansion features ten rooms, two rectangular towers with bracketed eaves and cross timbers, and an asymmetrical floorplan with gabled roofs. Most notably, the entire structure is constructed on rock faced limestone, an uncommon material to execute the Queen Anne style. Various limestone carvings and stylistic details are inlaid throughout the façade of the structure, avoiding a “flat” façade while still maintaining a consistent material throughout.⁷

Directly associated with the limestone boom in Indiana prior to the 20th century, the Batman-Waldron House exemplifies the Batmans’ wealth and social prominence within the city and the West Side Neighborhood. Ira Batman was born in Lawrence County, Indiana in 1862 to a farming family. He graduated from Indiana University in 1885, after which he briefly taught school in Columbia City before coming back to Bloomington and entering into the law offices of Buskirk & Duncan. In 1888, Ira formed a law partnership with Henry Duncan under the name Duncan & Batman. After Duncan passed away in 1911, Ira entered into partnership with Robert G. Miller and W. Blair. During this time, Batman also served as Bloomington’s attorney and was elected as the Monroe County attorney for two of those years. By 1904, he was elected to the lower house of the General Assembly of Indiana, and in 1916, he was elected judge of the Appellate Court where he served for eight years. Subsequently, in 1905, Ira was elected as a member of the board of trustees at Indiana University. In his personal life, Ira was a member of the Benevolent and Protective Order of Elks, the Columbia Club, and was an active member of the Christian Church. In 1886, Ira married Mary T. Waldron, daughter of wealthy real estate investor and businessman, John Waldron, and in 1895, they moved into their extravagant house on Kirkwood Avenue.⁸ Representative of their collective wealth and community prominence, the Batman-Waldron house is one of the last remaining examples of the elevated social class prevalent in this part of Bloomington prior to 1900. Beginning in the 20th century, a demographic shift began to shape the West Side Neighborhood as working class families began building single-family residences and implementing smaller scale construction with less ambitious architectural styles.⁹

The Batman-Waldron House is a prominent staple of the downtown Bloomington landscape and if it were lost to natural deterioration or redevelopment, the city would lose a significant tangible representation of wealth, social prominence, and exemplary Queen Anne architecture that is unmatched throughout Bloomington. Presently, work is being completed on the house to reconstruct a fallen chimney, further establishing the need for local designation. The house is at risk of severe structural deterioration if it is left to stand unprotected, and once designation is established, the house will be held to a higher standard of historic preservation. This will make it possible to address other areas of structural degradation in the future. Staff recommends approval of local historic designation of the Batman-Waldron House.

⁷ National Park Service, “National Register of Historic Places: Bloomington West Side Historic District,” *Library of Congress* (1997): Section 7, Page 9.

⁸ “Ira Coleman Batman (1862-1934,” *Find A Grave*, www.findagrave.com/memorial/57811005/ira-coleman-batman.

⁹ National Park Service, “Bloomington West Side Historic District,” Section 7, Page 9.





Figure 6. Batman-Waldron House (August or September 1907).¹⁰

¹⁰ Indiana University Bloomington, "Archives Photograph Collection: Ira Batman House."
<http://webapp1.dlib.indiana.edu/archivesphotos/results/item.do?itemId=P0020035>.







West elevation; East elevation





North facade limestone detailing





Front porch column detailing; Front porch step detailing





Limestone chimney detailing and West gable detailing



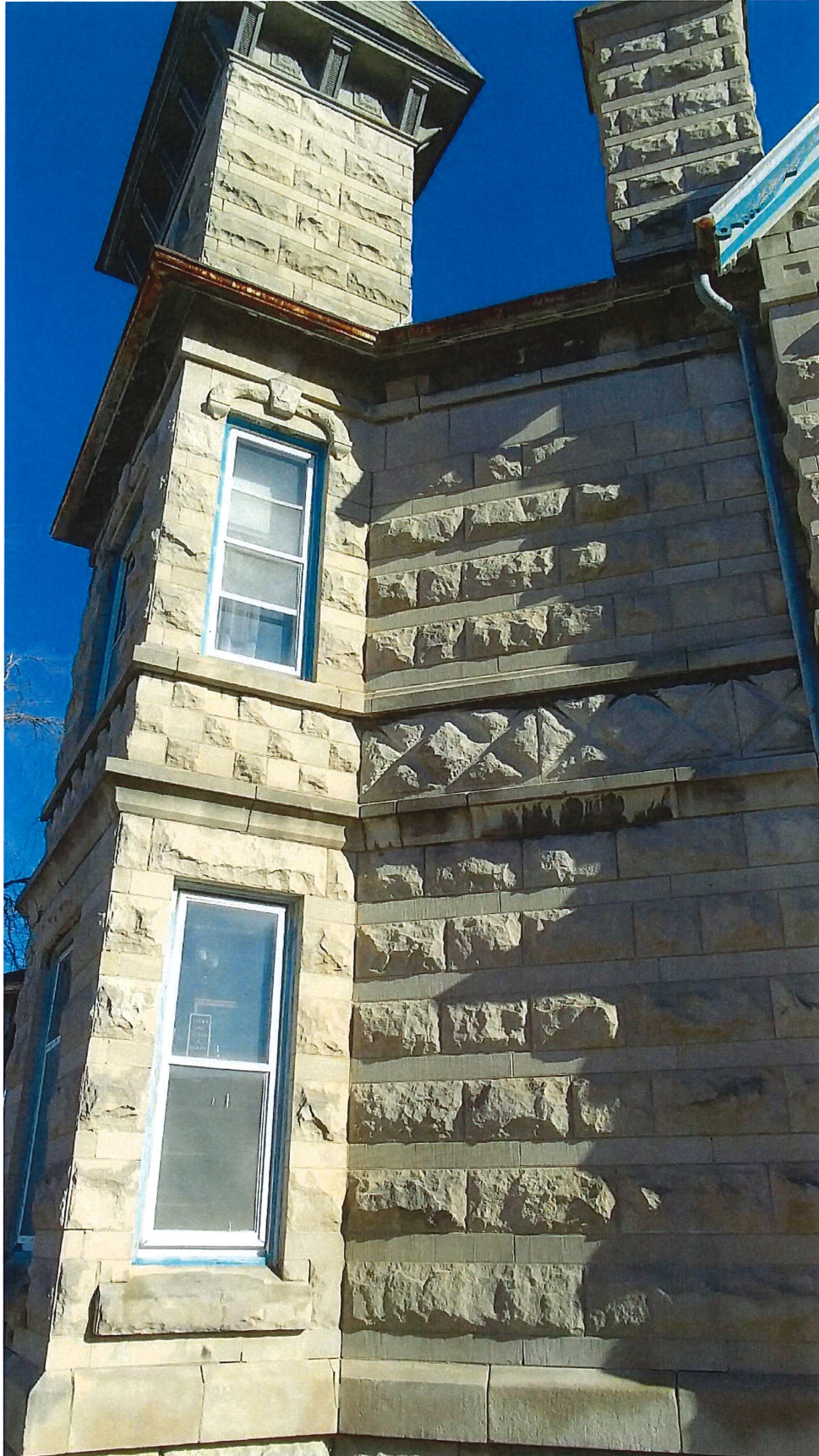


Above: entrance column carved limestone detailing (non-original); up-close carved limestone detailing at base of column





Above: bracketed tower detailing; tower side detailing





East elevation rear porch and second story



Reconstructed limestone chimney; shed and garage on rear portion of lot



In the Council Chambers of the Showers City Hall, Bloomington, Indiana on Tuesday, October 10, 2017 at 6:30pm with Council President Susan Sandberg presiding over a Special Session of the Common Council.

COMMON COUNCIL
SPECIAL SESSION
Tuesday, October 10, 2017

Clerk's Note: On August 29, 2017, the Common Council called to order a Special Session, which began the Council's consideration of Resolution 17-28 to be completed over a series of meetings. Please refer to the minutes from that meeting for a description of the procedure for consideration of the resolution and amendments thereto.

Resolution 17-28 – To Adopt the City's Comprehensive Plan

Roll Call: Sturbaum, Ruff (arrived 6:37pm), Granger, Sandberg, Volan, Piedmont-Smith, Sims, Rollo
Members Absent: Chopra

ROLL CALL

Council President Susan Sandberg gave a summary of the agenda.

AGENDA SUMMATION

Scott Robinson, Planning Services Manager, described how Chapter 3 of the Comprehensive Plan (Plan) was organized. He explained that the narrative looked at local and national threats and opportunities related to the natural environment. He briefly explained some of the themes, goals and policies contained in the chapter. He said the chapter also included outcomes and indicators meant to measure performance.

Presentation, Discussion, and Public Comment on Chapter 3: Environment

Councilmember Dave Rollo pointed out that the chapter did not reference climate change or global warming. He asked if those issues were in any previous draft of the plan.

Council Questions:

Robinson could not recall if any specific language had been drafted but he said there had been discussion on issues surrounding the city's ability to monitor carbon dioxide levels or emissions.

Councilmember Steve Volan commented on the generic language of Goal 3.6 and the accompanying policy. He asked if anything more specific had been discussed.

Robinson said discussions had focused on the city's ability to regulate and monitor air quality at a local level.

Volan suggested that the 10th Street underpass was preventing Bloomington Transit from upgrading its fleet to hybrid vehicles. He asked whether that would be an example of a more concrete policy.

Robinson said he agreed. He pointed out that the chapters were interrelated and that example might be better addressed in the transportation chapter. He said many issues addressed in other chapters affected air quality.

Volan thought that cross-references might be helpful and asked if staff agreed.

Robinson said cross-referencing had been discussed, but deciding how much cross-referencing would be appropriate was a challenge.

Councilmember Dorothy Granger pointed out that former Mayor Krizan signed the US Conference of Mayors Climate Protection Agreement and Mayor Hamilton had signed with other mayors to follow the Paris Climate Accord but neither was mentioned in the Plan. She asked if that was an oversight.

Robinson said the document tried to strike a balance of the appropriate amount of background information regarding past accomplishments.

Granger thought that there were policies that could be specified to help move the city closer to the agreements it had signed.

Rollo moved and it was seconded to adopt amendments (45, 47, 53, 54, 55, 58) listed under the consent agenda.

CONSENT AGENDA:
AMENDMENTS TO CHAPTER 4
(DOWNTOWN)

The motion was approved by voice vote.

Vote on Consent Agenda Items
[6:51pm]

Councilmember Chris Sturbaum described the amendment. He explained that portions of the the passage he proposed to amend seemed too aggressive and did not call for cooperation and collaboration with existing stakeholders.

Amendment 32

Councilmember Isabel Piedmont-Smith read the rest of the passage proposed to be deleted by the amendment. She asked if Sturbaum intended to delete that portion of the text.

Council Questions:

He said yes and explained that changes could occur, but he did not think it was appropriate to call for the city to actively impose changes on existing uses and areas.

Rollo asked what staff thought of the amendment.

Robinson said the passages in question were meant to be definitions for the development themes "Maintain," "Enhance," and "Transform." He cautioned the Council to be aware of how those definitions were being used in the document and to not delete language that would limit what could be done at certain sites, like Switchyard Park or the soon-to-be former hospital site.

Piedmont-Smith said she could support the deletion of part of the text in the "Maintain" definition, but not the rest of the amendment.

Sturbaum said he would not support Piedmont-Smith's suggestions. He was concerned that ambiguous or misplaced language could be misinterpreted by the writers of the Unified Development Ordinance (UDO) updates.

Volan said he did not support the amendment. He did not think the passage in question was as dramatic as Sturbaum made it out to be. He also did not think it was inappropriate to think about the edges of neighborhoods.

Council Comment:

Rollo agreed with Volan and said he would support the change suggested earlier by Piedmont-Smith.

Granger said she would support the amendment.

Piedmont-Smith said she would not support the amendment. She felt Sturbaum was reading into the passage an intent that was not there. She explained why she supported portions of the language deleted by the amendment. She reiterated that she would support a portion of the amendment.

Sturbaum moved and it was seconded to adopt Amendment 01 to Amendment 32.

Amendment 01 to Amendment 32

Piedmont-Smith reread the language of the revised amendment.

The motion to adopt Amendment 01 to Amendment 32 received a roll call vote of Ayes: 7, Nays: 1 (Volan), Abstain: 0.

Vote on Amendment 01 to
Amendment 32
[7:09pm]

The motion to adopt Amendment 32 as amended received a roll call vote of Ayes: 7, Nays: 1 (Volan), Abstain: 0.

Vote on Amendment 32 as amended [7:09pm]

Sturbaum introduced and described the amendment. He said the amendment was a way to help protect single-family neighborhoods.

Amendment 33

Volan asked for more detail about the kind of density that concerned Sturbaum.

Council Questions:

Sturbaum explained he was mostly concerned with doing things to neighborhoods rather than working with neighborhoods. He thought making decisions for neighborhoods instead of having a public process where neighborhoods could participate was bad.

Piedmont-Smith asked why the amendment added such specific language for approving certain uses. She pointed out that the Plan included no other details about the conditional use process and thought the language would be more appropriate in the UDO.

Sturbaum thought it was important to provide clear instructions to the drafters of the UDO update.

Robinson agreed with Piedmont-Smith that the language proposed by the amendment was inappropriate for the Plan.

Sturbaum reiterated his concern about doing things to neighborhoods rather than working with neighborhoods.

Rollo asked Sturbaum what he thought about including the language when the UDO was updated.

Sturbaum said the Plan was an instruction manual to update the UDO, so thought including the language in the Plan was appropriate.

Piedmont-Smith said the amendment was too specific for the Plan, which was meant to be a vision for the future, not the procedures for how to accomplish that vision. She did not think the drafters of the UDO updates would be handed the Plan without accompanying instructions.

Council Comment:

Sandberg appreciated Sturbaum's efforts to protect single-family residential core neighborhoods, but thought there was already language in the Plan that protected them.

Ruff agreed with Sandberg. He thought there was a disconnect between trying to do things like expand the Convention Center, attract new employers, and densify the downtown area while also thinking that some areas would not experience change.

Volan understood Sturbaum's concerns but agreed that it would be better addressed in the UDO.

Sturbaum thought the Plan did call for increasing density in single-family neighborhoods and if it did not mean to, then he wanted to make it clear.

Volan said he understood Sturbaum's concerns to be centered on owners of single-family homes. He pointed out that did not include everyone living in Bloomington and thought things like accessible dwelling units, which might cause an increase in density, could be a benefit to some residents.

Rollo agreed with Sandberg that there was already an appropriate level of caution in the Plan and thought the amendment was too specific for the Plan.

Amendment 33 (cont'd)

Piedmont-Smith did not agree with Sturbaum that the Plan called for increased density in core neighborhoods.

The motion to adopt Amendment 33 received a roll call vote of Ayes:1 (Sturbaum), Nays: 7, Abstain: 0. FAILED.

Vote on Amendment 33 [7:28pm]

Sturbaum introduced and described the proposed amendment. He said he did not recall anyone asking for increased building height during the Imagine Bloomington process that had occurred. He said the amendment would take out calls for increased height.

Amendment 34

Robinson pointed out that the Plan had to balance different, sometimes competing, goals. He said the unamended text tried to strike that balance while giving the city the flexibility it needed to consider all options.

Sturbaum said the downtown already had the highest building heights and he did not think anyone would want taller buildings.

Piedmont-Smith asked if adopting Sturbaum's proposed amendment might make it more difficult for the city to encourage developers to follow the Green Building Ordinance or to include additional affordable housing.

Council Questions:

Robinson said it might. He said one tool the city could use to encourage those things would be to allow greater height and he believed the original language contained in the Plan was necessary.

Volan asked whether "increased building heights" referred to the maximum building height, average building height, or something else.

Robinson said the passage was intended to give direction but to also provide flexibility. He could not say exactly what height was appropriate.

Sturbaum acknowledged that the city often traded height waivers for some public good a development could offer, but he did not know why the city would want to increase the starting point of such negotiations. He thought the city's existing height limits were appropriate.

Council Comment:

Volan said he could not support the amendment. He suggested alternative ways of wording an amendment he might support by not endorsing increased height and density but also not condemning them.

Piedmont-Smith thanked Sturbaum for bringing all of his amendments forward. She said she could not support the amendment as written, but would be revisiting the issue. She thought there could be more defined language for the height and the density the city wanted to see downtown.

Granger echoed Piedmont-Smith's comments and said she hoped to work with Piedmont-Smith in crafting a revised amendment.

Sturbaum said that voting against his amendment meant voting for more height. He said taking out the language calling for more height

simply meant that the existing height limits would remain in place, which he thought were appropriate.

Amendment 34 (cont'd)

Sandberg said she was not supporting tall monolithic buildings, but recognized there might be a need to allow more density and height in an effort to address affordable housing and to encourage the kinds of developments the city wanted to see.

Volan spoke about Smallwood Plaza, the development he believed to be inspiring the concerns about height. He pointed out that Smallwood was built in 2003, before the city adopted its UDO. He shared Sturbaum's general concerns about height but did not think the proposed amendment was the way to address those concerns, for the reasons listed by Sandberg.

Rollo said he would support the amendment. He thought there were already buildings being built that people thought were too tall, so he was nervous about calling for additional height. He said he would like to revisit the issue if the amendment failed.

Ruff thought there were many locations outside the downtown that would support urban-style development. He said he would support the amendment because he viewed it as a directive to encourage development in other areas.

Sturbaum said he was confused by people saying they did not support increased building height but who did not support his amendment. He encouraged people to support the amendment.

The motion to adopt Amendment 34 received a roll call vote of Ayes:3 (Sturbaum, Ruff, Rollo), Nays: 5, Abstain: 0. FAILED.

Vote on Amendment 34 [7:52pm]

Sturbaum introduced and described the amendment. He suggested form-based guidelines were more appropriate than changing to a form-based code, which he thought might lead away from regulating property based on use.

Amendment 37

Robinson said the passage in question was not meant to apply to the entire city. He said the definition for form-based code was borrowed from a planning association. He said form-based code was listed as one possible tool or strategy for certain focus areas of the city.

Sturbaum asked where such a tool or strategy might be used.

Council Questions

Robinson said the focus areas were identified on the land use map and that form-based code, along with other tools, could be used in such areas.

Volan asked Robinson to display the focus areas to which he was referring.

Sturbaum asked if there was an advantage to de-emphasizing land use when looking at the focus areas.

Robinson reiterated that the form-based code was meant to be one available tool, not to be something that had to be used. He said form-based code did not typically include looking at land use.

Sturbaum asked whether the city could look at both land use and the form of buildings and wondered what advantage there might be to not looking at use.

Robinson said that the language in the Plan merely reflected what the concept of form-based code was. He said some of the focus areas were Planned Unit Developments (PUDs), which did regulate uses. He pointed out that some of the prescribed land uses were not seeing much activity, so having to revisit those PUDs might be a disadvantage.

Amendment 37 (cont'd)

Granger asked how using a form-based code approach could offer more predictability than the flexible PUD process.

Robinson said it would offer more predictability regarding the look and feel of buildings, but not on how those buildings were used. He said much of the discussion had been focused on the design of buildings. He said focusing on the form instead of use might allow the city to achieve the desired look of buildings while allowing use to adapt over time.

Volan asked how long staff had believed that form-based code was something that Bloomington should implement.

Robinson said the concept had been discussed during the earlier parts of the Imagine Bloomington process. He reiterated it was meant as an option that the city would have at its disposal, similar to how PUDs were a tool the city could use.

Volan asked Sturbaum to clarify what he saw as the distinction between form-based code and form-based guidelines and why he was advocating for the latter.

Sturbaum thought form-based guidelines were more of a hybrid code, where the city would have more control over land use. He said he still did not see the advantage of de-emphasizing control over land use.

Volan pointed out there was no industry-wide definition for form-based guidelines, which made it hard to support.

Sturbaum provided an example of how form-based guidelines worked. He said his definition would be the same as that for form-based code, but without de-emphasizing land use.

Piedmont-Smith pointed out that the focus areas would be subject to underlying land use designations and asked if Sturbaum realized that when he wrote the amendment.

Sturbaum said that it seemed contradictory to say uses were important but to also use form-based code.

Piedmont-Smith said both concepts could be used when considering a development.

Sturbaum agreed and said that was why he proposed using form-based guidelines that did not eliminate consideration of land use.

Rollo asked for more information about how form-based code could be applied in the focus areas.

Robinson further explained how form-based code could be used.

Rollo asked if Sturbaum would still propose striking the entire definition if form-based code was changed to form-based guidelines.

Amendment 01 to Amendment 37

Sturbaum said no and read the amendment with the suggested change.

Phil Stafford spoke about his understanding of how form-based code worked.

Public Comment:

The motion to adopt Amendment 01 to Amendment 37 received a roll call vote of Ayes: 8, Nays: 0, Abstain: 0.

Vote on Amendment 01 to Amendment 37 [8:19pm]

Piedmont-Smith said she preferred to use the model of form-based code, which was a known concept. She thought the Plan made it clear that form-based code was one of a number of options that could be used in balance with other ideas. She thought a form-based code approach had value under the right circumstances.

Council Comment:

Volan commented that form-based code was a defined concept, supported by professional organizations. He thought the Plan incorporated the idea appropriately and was hesitant to use the term form-based guidelines, which he thought was undefined.

Sturbaum said he had read of communities adopting a hybrid approach, which paid attention to both form and use. He thought getting rid of land use controls was inappropriate.

The motion to adopt Amendment 37 as amended received a roll call vote of Ayes: 2 (Sturbaum, Rollo), Nays: 5, Abstain: 1 (Granger). FAILED.

Vote on Amendment 37 as amended [8:26pm]

Sturbaum introduced and described the amendment.

Amendment 38

Robinson voiced concerns with the specificity of the amendment, suggesting it might not be appropriate for the Plan.

Volan asked for more information about the SPEA Capstone Program.

Council Questions:

Sturbaum explained how the program worked.

Volan asked if Sturbaum had any reason to believe such a program would not be used when developing a plan for the hospital site.

Sturbaum suggested Volan ask staff.

Robinson said he had no specific concerns with the program identified by the amendment. He was simply concerned that such specific language might be inappropriate for the Plan.

Sandberg pointed out that she worked for SPEA and supported the Capstone Program but also noted that the availability of students depended on the professor and the courses. She said she shared the concern that the language might be too specific for the Plan.

Sims asked whether adopting the amendment would preclude any other opportunities to work with other groups.

Robinson said he did not think it would preclude other opportunities but it still seemed too specific for the Plan.

Piedmont-Smith suggested removing the reference to the Capstone Program and asked Sturbaum if he would support that change.

Sturbaum provided additional detail about why he proposed the amendment but said that perhaps including it in the Plan might not be needed.

Piedmont-Smith moved and it was seconded to adopt Amendment 01 to Amendment 38.

Amendment 01 to Amendment 38

The motion to adopt Amendment 01 to Amendment 38 received a roll call vote of Ayes: 8, Nays: 0, Abstain: 0.

Vote on Amendment 01 to Amendment 38 [8:37pm]

Volan asked if staff was aware of a community charrette that did not involve an urban planner.

Robinson asked whether the urban planner would be a member of city staff, a consultant, or some other individual.

Volan asked what Sturbaum had intended.

Amendment 38 (cont'd)

Sturbaum said he wanted to ensure the participation of an urban planner, which he intended would not be a city staff member.

Sims asked Sturbaum why he made such a proposal.

Sturbaum recalled when the city made the downtown plan in 2005 with the assistance of an outside planning firm that helped coordinate and run a community charrette, which Sturbaum thought was successful and led to a positive outcome. He envisioned something similar for the hospital site.

Phil Stafford commented on the redevelopment of the hospital site.

Public Comment:

Volan said he supported the amendment with the changes that had been made to it.

Council Comment:

The motion to adopt Amendment 38 as amended received a roll call vote of Ayes: 8, Nays: 0, Abstain: 0.

Vote on Amendment 38 as amended [8:48pm]

Sturbaum introduced and described the amendment. He explained that the amendment would create a process for the design and branding of certain entry corridors in the city.

Amendment 41

Sturbaum asked staff how they envisioned the design and branding would happen.

Council Questions:

Robinson said the city would use the Plan, the 2005 Downtown Vision and Infill Strategy Plan (Downtown Plan), and any relevant UDO updates in the future to help guide the design. He pointed out that the amendment calls for updating the Downtown Plan without specifying resources to do so.

Sturbaum asked if the consultant hired to update the UDO would propose branding and design ideas that would then be discussed by the Council during its consideration of the updates.

Robinson said that would be part of the public process of the updates.

Piedmont-Smith clarified that the branding guidelines would be established as part of the UDO revisions.

Robinson said that was correct.

Piedmont-Smith asked if there were any plans to update the Downtown Plan.

Robinson said no.

Piedmont-Smith asked whether the Downtown Plan would still be used when looking at design and branding for the entry corridors or whether only the UDO would be consulted.

Robinson said the Downtown Plan would still be referenced.

Sturbaum said it seemed confusing to not update the Downtown Plan but to include the design and branding guidelines in a different process. He asked what would happen if there were conflicting ideas in the Downtown Plan and the UDO updates.

Robinson said he thought it would be confusing to update the Downtown Plan before the UDO. He thought there were many plans that could be updated, but thought there was more of a need to update the UDO before the Downtown Plan.

Volan said he thought the Downtown Plan could be updated but he understood staff's hesitation to do so before working on UDO updates. He said he still had a problem with the concept of form-

Council Comment:

based design guidelines, which he said needed to be defined before he could support the amendment.

Granger said she would vote no for the reasons voiced by Volan and Robinson.

Amendment 41 (cont'd)

Sturbaum suggested that, if the amendment failed, the Council pay close attention to the design and branding of the entry corridors.

The motion to adopt Amendment 41 received a roll call vote of Ayes: 1 (Sturbaum), Nays: 7, Abstain: 0. FAILED.

Vote on Amendment 41
[9:02pm]

Sandberg introduced and described the amendment. She said the amendment was a way to encourage and support affordable housing.

Amendment 42

Sandberg asked if staff had any concerns with the amendment. Robinson said staff supported the amendment.

Council Questions:

Volan asked if Sandberg had considered being more specific when referring to "all income levels."

Sandberg said that phrase could be better defined but also thought it was self-explanatory.

Volan asked if 99 years was a sufficient time period for units meant to be permanently affordable.

Sandberg acknowledged that the city had negotiated shorter periods of time for affordable units but thought that longer periods of time were better.

Volan asked if there was a specific number of years that was part of the definition for permanent affordable housing.

Sandberg said she did not have a specific number of years.

Piedmont-Smith said she supported the amendment but agreed with Volan that the amendment might be worth revisiting to add better defined terms.

Council Comment:

Granger supported the amendment and thought it addressed an important concern.

Volan suggested ways to better define terms in the amendment and said it should be revisited. He said he would still support it as written.

The motion to adopt Amendment 42 received a roll call vote of Ayes: 7, Nays: 0, Abstain: 0 (Sturbaum out of room).

Vote on Amendment 42
[9:10pm]

Granger introduced and described the amendment.

Amendment 48

Piedmont-Smith asked if staff had any concerns with the amendment.

Council Questions:

Robinson said the original language contemplated the full spectrum of housing needs. He said many funding programs assisted with the low-income housing, but there were not many programs to help with workforce housing, which he did not want lost in the discussion.

Granger pointed out that housing that was affordable for individuals with low incomes would also be affordable for someone with higher income.

Volan thanked Granger and Sandberg for bringing the amendment forward. He appreciated the rewriting of the policy.

Council Comment:

Sturbaum said he was glad that homelessness would be addressed by the Plan.

Amendment 48 (cont'd)

The motion to adopt Amendment 48 received a roll call vote of Ayes: 8, Nays: 0, Abstain: 0.

Vote on Amendment 48
[9:18pm]

Sturbaum introduced and described the amendment.

Amendment 43

Sandberg asked for a response from staff to the amendment.

Council Questions:

Robinson explained that there were many types of neighborhoods in Bloomington, not simply single-family neighborhoods. He was also concerned with the proscriptive, code-like tone of the amendment.

Volan asked what Sturbaum thought of the people who asked for more diverse housing types in core neighborhoods.

Sturbaum thought that new, dense housing developments were often more expensive than the older, existing homes.

Volan pointed out that the city's growth meant there would have to be more housing. He asked if Sturbaum was against any increase in density in single-family neighborhoods.

Sturbaum said he did not think adding density would necessarily bring the price down.

Volan said that prices were going up because of a lack of housing.

Sturbaum reiterated that core neighborhoods would not benefit from increased density.

Volan asked again whether Sturbaum would support any increase in density in a single-family neighborhood.

Sturbaum said he did not want to do anything that would undermine single-family zoning.

Piedmont-Smith asked if Sturbaum would support increased density in any non-core neighborhoods.

Sturbaum pointed out that most post-World War II neighborhoods were subject to covenants and restrictions that would likely prevent such an increase in density. He thought he might support an increase under certain conditions. But he wanted to avoid an attitude of dictating things to neighborhoods instead of working with neighborhoods on changes.

Piedmont-Smith said there were good things in the amendment but she would not support it as written. She thought the Plan should express a desire to see increased density in non-core neighborhoods, even if neighborhood covenants made that difficult.

Council Comment:

Volan spoke about the city's growing population and the need for additional housing to be placed somewhere. He pointed out that neighborhoods closest to downtown would experience pressure simply due to their location. He said he would like to see the amendment reworked but could not support it as written.

Ruff also said the amendment was worth revisiting but could not support it as written.

Rollo appreciated the concern for home ownership but thought there was still work to be done on the amendment.

Sandberg said she appreciated the conversation about affordable housing but could not support the amendment as written.

Sturbaum said the Plan was not considerate of existing zoning and existing single-family neighborhoods. He thought people would not be happy once they learned more about what the Plan said. Ruff said that growth might be unpleasant or create side effects for anyone in the city, not just those in single-family neighborhoods.

Amendment 43 (cont'd)

Sims thought that increasing the housing stock or increasing density were the two things that would help reduce housing costs.

Volan recalled instances of neighborhoods being negatively impacted by new developments, but suggested that the city had put into place laws that would prevent many of the things that most concerned people.

Piedmont-Smith pointed out that she was very familiar with the Plan through her work on the Plan Commission and said she did not share Sturbaum's concerns with the Plan's treatment of single-family neighborhoods.

Sturbaum said that increased densities were going to happen and the only question was where it would occur. He said putting more density in core neighborhoods was not the answer.

The motion to adopt Amendment 43 received a roll call vote of Ayes: 1 (Sturbaum), Nays: 7, Abstain: 0. FAILED.

Vote on Amendment 43
[9:54pm]

Sturbaum introduced and described the amendment.

Amendment 44

Sturbaum asked staff what was meant by supply-side solutions.

Council Questions:

Robinson said that people seemed to agree there was an increasing demand for housing. He said supply-side solutions simply referred to increasing the housing supply.

Sturbaum asked whether supply-side solutions would mean reducing regulations.

Robinson said that interpretation of the phrase was not in the Plan.

Sandberg asked whether the need to examine housing trends was related to younger individuals being more likely to rent than to buy.

Robinson said the city did not have a good picture of the housing supply. He said the market was responding heavily to student demand, but there was also a desire for different types of housing. He said that looking at housing supply did not mean the city would be eliminating regulatory frameworks.

Granger asked if supply-side solutions simply meant looking at the housing supply and what was available.

Robinson said that was correct.

Rollo said he interpreted the phrase in conjunction with the following sentence to mean that there would continue to be an increase in multi-family residential housing. He asked if that was the intent.

Robinson said the intent was to examine the supply of housing, not to get into the regulatory framework.

Sturbaum said supply-side economic's definition included reducing regulations. He said if that was not the intent of the phrase, it should be taken out.

Volan agreed that supply-side economics had a definition that was not intended by the phrase in the Plan. He suggested rephrasing the passage to avoid the use of the phrase.

Amendment 44 (cont'd)
Council Comment:

The Council discussed rewording the amendment.

Piedmont-Smith said that, during its consideration of the Plan, the Plan Commission had agreed that increasing housing supply was important. She thought no one had thought of supply-side economics when discussing supply-side housing solutions. She thought rewording the phrase might remove any confusion.

Piedmont-Smith moved and it was seconded to adopt Amendment 01 to Amendment 44.

Amendment 01 to Amendment 44

The motion to adopt Amendment 01 to Amendment 44 received a roll call vote of Ayes: 4 (Sturbaum, Granger, Sandberg, Piedmont-Smith), Nays: 4, Abstain: 0. FAILED.

Vote on Amendment 01 to Amendment 44 [10:13pm]

Volan said he understood what Sturbaum was trying to do, but he did not think the proposed amendment was the best way to do it. He thought there might be ways to incentivize appropriate types of density in a way that neighborhoods would not oppose. He said he would not support the amendment but would like to see it come back more carefully worded.

Sturbaum said he had been hearing talk about densifying areas of the city that led him to believe that supply-side solutions referred to eliminating restrictions. He thought the phrase should be removed to avoid confusion.

The motion to adopt Amendment 44 received a roll call vote of Ayes: 3 (Sturbaum, Piedmont-Smith, Rollo), Nays: 5, Abstain: 0. FAILED.

Vote on Amendment 44 [10:19pm]

Sturbaum introduced and described the amendment.

Amendment 46

Sandberg asked if staff had any response.

Council Questions:

Robinson pointed out that the passage in question referred to all neighborhoods, not only core neighborhoods. He was also concerned with inconsistent language that read more like code than was appropriate for the Plan.

Piedmont-Smith asked if Sturbaum realized the passage in question referred to all neighborhoods, not just core-neighborhoods.

Sturbaum said that the city was not regulating the neighborhoods that had covenants.

Volan asked if Sturbaum thought there was a way to regulate such neighborhoods.

Sturbaum said no.

Volan and Council Attorney Dan Sherman discussed the limitations of regulating neighborhoods with covenants.

Sturbaum and Volan discussed which neighborhoods might be called monocultures.

Sturbaum thought using the term monoculture was a way to justify densifying core neighborhoods, which he opposed.

Volan said he did not have the same reaction to the term monoculture as Sturbaum. He wanted to see places like corner pubs or other third places within neighborhoods. He did not see the threat that Sturbaum saw in the text.

Amendment 46 (cont'd)
Council Comment:

Ruff thought the term monoculture, taken in context, simply communicated policies the city had been supporting for a long time, such as not isolating different portions of the city. He could not support the amendment as written.

Piedmont-Smith thought Sturbaum had expressed some valid concerns, but she would be voting against the amendment. She thought some neighborhoods could use more diverse uses or housing types, even if covenants made that more difficult. She also thought the language added by the amendment was better left to UDO updates.

The motion to adopt Amendment 46 received a roll call vote of Ayes: 1 (Sturbaum), Nays: 7, Abstain: 0. FAILED.

Vote on Amendment 46
[10:34pm]

Sherman reminded the Council of its upcoming schedule.

COUNCIL SCHEDULE

The meeting went into recess at 10:36pm.

RECESS

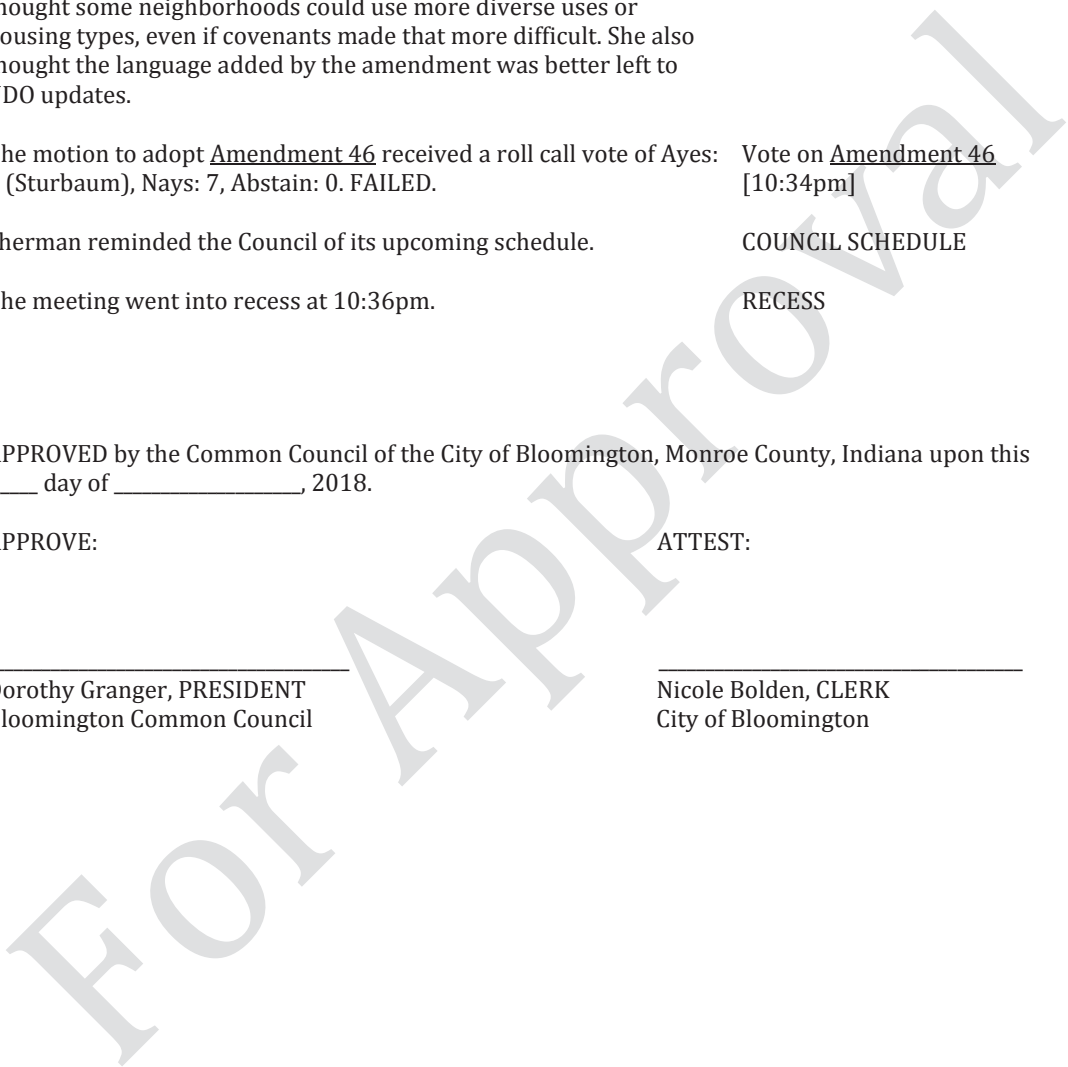
APPROVED by the Common Council of the City of Bloomington, Monroe County, Indiana upon this ____ day of _____, 2018.

APPROVE:

ATTEST:

Dorothy Granger, PRESIDENT
Bloomington Common Council

Nicole Bolden, CLERK
City of Bloomington



In the Council Chambers of the Showers City Hall, Bloomington, Indiana on Wednesday, December 20, 2017, at 6:31pm with Council President Susan Sandberg presiding over a Regular Session of the Common Council.

COMMON COUNCIL
REGULAR SESSION
December 20, 2017

Roll Call: Sturbaum, Ruff, Chopra, Granger, Sandberg, Volan, Piedmont-Smith, Sims, Rollo
Absent: None

ROLL CALL
[6:31pm]

Council President Susan Sandberg gave a summary of the agenda.

AGENDA SUMMATION
[6:32pm]

Councilmember Isabel Piedmont-Smith moved and it was seconded to approve the minutes of September 25, 2017. The motion was approved by voice vote.

APPROVAL OF MINUTES
September 25, 2017 (Special Session)
December 06, 2017 (Regular Session)
December 13, 2017 (Special Session)
[6:32pm]

Piedmont-Smith moved and it was seconded to approve the minutes of December 06, 2017 as corrected. The motion was approved by voice vote.

Piedmont-Smith moved and it was seconded to approve the minutes of December 13, 2017. The motion was approved by voice vote.

Councilmember Dave Rollo spoke about the tax bill that had been passed by the United States Congress that day.

REPORTS

- COUNCIL MEMBERS
[6:34pm]

Councilmember Jim Sims spoke about the Hoosier Hills Food Bank calendars and commended those who worked on them every year.

Councilmember Steve Volan thanked everyone who made viewing Council meetings possible.

Councilmember Allison Chopra congratulated the Bloomington Police Department on their defeat of the Bloomington Fire Department during the previous weekend during a basketball game. She also spoke about the importance of people not parking in bicycle lanes.

Councilmember Dorothy Granger spoke about the Annual Homeless Persons' Memorial Service that was being held that evening honoring the following people: Lori Blake, Will Calpin, Edna Collier, Jim Edwards, John Goldsby, Stephanie Harden, Michael Higgins, Bryan Holdreith, Michael Wayne Isbell, Kent Johnson, Harold Vernon Lindsay, Donald Mabry, John Riley, Chris Risley, Claude Sanders, Janice Sanders, James Keith Sullivan, Kalynn Sciscoe, Britany Simpson, Kevin Turpin, Richard Todd Wells, Charlie Wright, and Garnett York. Granger said she wanted to remember the people who passed, their lives, and the impact they had in our community.

Sandberg spoke about the need to invest in the wellbeing of children, especially in light of recent news stories. She said that communities should focus on funding on the front-end of problems rather than the back-end. She urged everyone to think about how money was being spent and to remember that children mattered.

Beth Rosenbarger, Bicycle and Pedestrian Coordinator, gave a report on the Transportation Plan and opportunities for public input.

- The MAYOR AND CITY OFFICES [6:47pm]

Rollo asked if the multi-modal approach of the transportation plan would allow some off-setting of road capacity expansion.

Rosenbarger said that the consultant will look at different ways to add capacity beyond expanding the roads.

Volan asked when the transportation plan would be finished.

Rosenbarger said that the goal was to bring it before the Council sometime between June and August of the following year.

Volan asked if the previous plan would apply until the new transportation plan was adopted.

Rosenbarger said that was correct.

Volan asked if there were any policies that were waiting to be implemented upon completion of the transportation plan.

Rosenbarger said there probably were.

There were no reports from Council Committees.

- COUNCIL COMMITTEES
- PUBLIC [pm]

Jim Shelton spoke about the need for Court Appointed Special Advocates (CASA) volunteers. Shelton explained that CASA was a volunteer-powered program which provided representation in juvenile court for child victims of abuse and neglect. He gave information on the training process.

There were no appointments at this meeting.

APPOINTMENTS TO BOARDS AND COMMISSIONS

Volan moved and it was seconded that Ordinance 17-45 be introduced and read by title and synopsis only. The motion was approved by voice vote. City Clerk Nicole Bolden read the legislation by title and synopsis, giving the committee do-pass recommendation of 6-0-3.

LEGISLATION FOR SECOND READING AND RESOLUTIONS [7:15pm]

Volan moved and it was seconded that Ordinance 17-45 be adopted.

Ordinance 17-45 – To Amend Title 20 (Unified Development Ordinance) of the Bloomington Municipal Code – Re: Amending Chapter 20.03 “Overlay Districts” to Provide Clear Guidance on Downtown Overlay Development and Architectural Standards

Terri Porter, Planning and Transportation Director, presented the legislation to the Council. Porter said the legislation proposed a temporary amendment to the Unified Development Ordinance (UDO) of the Bloomington Municipal Code to reduce height and density maximums, minimum modulation standards, and revised review considerations in the six downtown overlay districts.

Volan asked Porter about the criticism received about the legislation. The criticism was that the language was not very specific.

Council Questions:

Porter said the legislation encouraged projects to come through the department and the Planning Commission, and to discuss how the proposed projects could align with community goals and the comprehensive plan moving forward.

Volan asked if Porter anticipated the number of projects seeking a waiver would go up with the proposed change.

Porter said that it was possible.

Volan asked if the city ran the risk of being called overly restrictive by the state.

Philippa Guthrie, Corporation Counsel, said that zoning was a local function. She said that **things** could still be built by-right, but they would be smaller and less dense.

Ordinance 17-45 (cont'd)

Rollo asked if there would be any stringency to granting waivers on the part of the Planning Commission.

Porter said that it was a difficult question for her to answer based on her short tenure with the city, but that she hoped that with the new guidelines there would be more predictability.

Chopra asked what the administration thought about the impact of reducing density in the downtown area and possibly increasing sprawl in other parts of the city.

Porter said the criteria in the legislation was not intended to be permanent and they wanted to encourage density in the downtown area.

Chopra asked if developers, who had difficulty developing downtown, might end up creating projects that were not desirable in other areas.

Porter said that she did not think the ordinance would stop development or density from growing in the downtown area.

Public Comment:

Jeff Goldin, Bloomington Board of Realtors, proposed changes to the proposed legislation and thanked the Council for their hard work.

Jan Sorby spoke in favor of the proposed legislation.

Jim Shelton, Chamber of Commerce, spoke in opposition to the proposed legislation.

Jon Lawrence, Council of Neighborhood Associations, spoke in favor of the proposed legislation.

Judy Berkshire, Eastside Resident Association, spoke in favor of the proposed legislation.

Cynthia Bethem spoke in favor of the proposed legislation.

Council Comments:

Sturbaum said good urbanism did not go out of style, and stated that buildings would last for over 100 years, that they would be reused, and that bad compromises stayed with the community forever. He said in 2002 the city wrote a set of long-term, form-based guidelines that outlined how the city should be built and shaped. He spoke of the need to look beyond the changes that occurred during the lifetimes of those present, and encouraged them to look to the past and reflect on the changes that happened after major events. Sturbaum said that the goal was to mend the fabric of the community with thoughtfulness and cooperation. He encouraged people to think of the legislation as a reset and an opportunity to view the city as something to be built wisely for the future.

Rollo spoke about the need to be careful with the language used when talking about the comprehensive plan. He said the city was six years overdue for a new comprehensive plan. He said the legislation presented that evening was an opportunity to take a pause before the new plan was completed within the next year. He said that he supported the legislation, that it was not a moratorium, and that it addressed the most out of scale developments. Rollo said that he hoped the city was judicious about the waivers granted. He said the public sector had invested a lot in the downtown area, which was what made it such an attractive area. He noted the public concern that development had gone too far in the downtown and thought their action that evening was appropriate.

Ordinance 17-45 (cont'd)

Ruff said the legislation was a reasonable step to take to avoid a rush of development before the final comprehensive plan and new UDO were completed. He said downtown Bloomington was a defining aspect of the community character, and community character was in turn a major factor in quality of life, and economic vitality. He noted that the city had been dramatically altered by large residential structures in recent years that could have an effect on the city's economic vitality. He said not taking action was a risk to the community which was why he supported the legislation. Ruff said that the waiver process was not extortive and did not believe the Council or administration would support anything that came close to such a thing.

Sims said that many of the developments were driven by housing issues that led to vibrancy and economic sustainability in the downtown area. He said the goals had been attained and it was time to pause and review. Sims said that he wanted the conversations to be inclusive. He said that Bloomington was going to change and it would not necessarily lose character by doing so. He stressed that the proposed legislation was temporary and hoped that people did not think the Council expressed anti-growth ideas. He said he planned to support the legislation that evening.

Chopra said she had concerns about the legislation's ability to achieve the goals sought, the process by which it was brought forward, and the speed by which it would take effect. She said her constituents asked her to vote yes, however, so she would do as they asked. She appreciated staff's time given the legislation and all of those who came forward to speak.

Piedmont-Smith appreciated all of the comments the council had heard. She spoke about the need for a community housing study and a strategic housing plan. She noted that an amendment had passed that allowed for a task force to develop a housing plan. She said the UDO was a way to look more holistically at development in the city. She agreed that some of the language in the proposed ordinance was not as clear as it should have been, but felt that things would be built or get on the docket to be built quickly if the Council did not act. She said that the legislative process for the comprehensive plan could allow for more building by-right, which was not what the community wanted. Piedmont-Smith thought the reason it took so long to start on a new comprehensive plan was due in part to the high volume of development petitions. She thought this legislation was a good interim measure until the new UDO was adopted. Piedmont-Smith said the editorial in the previous day's Herald Times newspaper was unfair and one-sided. She said the legislation would provide more guidance and would not be onerous on developers. She said that **it** was temporary. Piedmont-Smith thought this was a good proposal and gave the city some breathing space and control over developments that would have a big impact on the character of the city.

Granger supported the legislation. She said a temporary measure was needed. She was not worried about the language because she wanted the focus to be on the language in the UDO. She said the legislation would give the city time to go through a thoughtful process. She said the changes suggested by a resident earlier in the evening would be considered when the council was reviewing the UDO. She hoped that everyone could come together in the UDO process and she would support the legislation that evening.

Ordinance 17-45 (cont'd)

Volan said that they heard from developers that Bloomington was difficult to develop in because the process lacked predictability and that they heard from citizens that the development downtown was too monolithic. He agreed that the buildings built downtown since the GPP wen into effect, the predecessor of the Comp Plan, were monolithic. He said the Council never took action to limit the Plan Commission's ability to waive height until a decade after the UDO passed. Volan said the city's form was good. He said this ordinance would reduce the assumption developers had; that they would get a waiver if they asked for one. He said the business and development community had a point. Volan said reducing density downtown would push development elsewhere. He said the Council could keep trying to keep Bloomington from growing upwards, but we had to get over the fact that the demographics of the city were relentless. Bloomington was growing in population. Tall buildings were definitely more sustainable than the same number of room spread out among lower buildings. He said more housing was needed or the city would become even more unaffordable. Volan said it was important to take concerns about predictability in development seriously for the sake of affordable housing. He said the coming year's debate over the actual standards in the UDO was crucial.

Sandberg said she wanted to focus on what the proposed legislation was attempting to encourage in the twelve month period it would be in effect. She said that the proposal reinforced language from the UDO's existing environmental and design statement. She said the proposal encouraged best-practice sustainable design features and things that contributed to the diversification of the downtown area. She noted that the language could be better, but looked forward to working on it during the comprehensive plan. She also discussed the Herald Times editorial and the importance of the Housing Development Fund. Sandberg said the legislation was another opportunity to look at building standards and hold developers accountable to them. She said she supported the legislation.

The motion to adopt Ordinance 17-45 as amended received a roll call vote of Ayes: 9, Nays: 0, Abstain: 0.

Vote on Ordinance 17-45 [8:29pm]

There was no legislation for first reading.

LEGISLATION FOR FIRST READING

Volan moved and it was seconded amend the schedule for review of the Comprehensive Plan in January 2018 as followed: shifting the deadline for third round amendments from January 2, 2018 to January 9, 2018; reintroducing the Comprehensive Plan under Resolution 18-01 on Wednesday, January 10, 2018; and releasing 3rd round amendments on Friday, January 12, 2018; considering 3rd round amendments on Wednesday January 17, 2018 and, if ready, adopting the Plan as amended; and if not finished on the 17th, concluding review and action on the Plan on the fifth Wednesday of January (31st).

COUNCIL SCHEDULE

The motion was approved by roll call vote of Ayes: 9, Nays: 0, Abstain: 0.

Vote on amending Comprehensive Plan schedule of review [8:34pm]

Dan Sherman, Council Attorney, reminded the Council that the winter recess began after the meeting and ended on January 5, 2018.

The meeting was adjourned at 8:34pm.

ADJOURNMENT

APPROVED by the Common Council of the City of Bloomington, Monroe County, Indiana upon this ____ day of _____, 2017.

APPROVE:

ATTEST:

Susan Sandberg, PRESIDENT
Bloomington Common Council

Nicole Bolden, CLERK
City of Bloomington

For Approval