City of Bloomington
Common Council

Legislative Packet

11 January 2017

Organizational Meeting
immediately followed by a
Committee of the Whole

Note: Effective 11 January 2017, the Council will commence its meetings at 6:30pm

Office of the Common Council
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City of Bloomington Indiana

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To: **Council Members**
From: **Council Office**
Re: **Weekly Packet Memo**
Date: **January 6, 2017**

Packet Related Material

Memo
Agenda
Calendar
Notices and Agendas:
None

Material Related to Appointments and Assignments Scheduled for Action at the Organizational Meeting:

- List of Council Positions - Officers, Appointments, and Assignments for 2017 *(blank – please note appointments to two new entities)* [1]
- List of Current Council Positions - Officers, Appointments, and Assignments (2016)
- List of Interview Committee Assignments in 2017 (*with 2016 assignments struck-through followed by a question mark)*
- Council Member Seating Chart for 2011 – 2017 *(with 2017 blank)*

Legislation for Second Reading:
None

Legislation and Background Material for First Reading at the Organizational Meeting and/or Discussion at the Committee of the Whole[2] on January 11, 2017:

- **Ord 17-01** To Amend the Zoning Maps by Rezoning a Property from Institutional (IN) to Residential High-Density Multifamily (RH) - Re: 900-902 E. Cottage Grove Avenue (Douglas M. McCoy, Petitioner)
  - Certificate of Action – Negative Recommendation (7-1-0) - *Certified on December 9, 2016*
  - Map of Site and Surrounding Uses

[1] Those entities are the Public Safety – Local Income Tax Council – Allocation Committee and the Parking Commission.
[2] Note that one item, Ord 17-01, involves a rezone which the Petitioner wishes to have withdrawn from consideration. A motion granting that request, if adopted when this ordinance would ordinarily be introduced, would remove this ordinance from discussion during the Committee of the Whole.

- Letter from Petitioner Requesting Withdrawal of Ordinance from Consideration by the Council
- Memo to Council from Jackie Scanlan, Senior Zoning Planner
- Staff Report – December 5, 2016 Plan Commission Meeting
- Amended Petitioner's Statement
- Letter of Objection – IU Department of Real Estate

Contact: Jackie Scanlan at 812-349-3423 or scanlanj@bloomington.in.gov

- **Res 17-01** To Approve the Fourth Amendment to the Interlocal Cooperation Agreement Between the City of Bloomington and Monroe County for the Operation of the Monroe County Central Emergency Dispatch System
  - Memo to Council from Philippa Guthrie, Corporation Counsel;
  - Monroe County and City of Bloomington, Indiana Interlocal Cooperation Agreement for the Monroe County Central Emergency Dispatch Center *(copy of strikeout version available in the Council Office)*

Contact: Philippa Guthrie at 812-349-3426 or guthriep@bloomington.in.gov

Material Regarding Res 17-02 (Approving Collective Bargaining Agreement with Firefighters, Local 586) and Ord 17-02 (Amending the Applicable Salary Ordinances to Reflect Changes in 2017 Salaries as a Result of the New Agreement and a Pay Adjustment for Fire Inspectors)

- Memo from Philippa Guthrie, Corporation Counsel – Re: Collective Bargaining Agreement
- Memo from Philippa Guthrie, Corporation Counsel – Re: Adjustment in Pay for Fire Prevention Officers regarding On-Call duties

Contact:

- *Philippa Guthrie at 812-349-3426, guthriep@bloomington.in.gov*

- **Res 17-02** To Approve and Authorize the Execution of a Collective Bargaining Agreement between the City of Bloomington and the Bloomington Metropolitan Professional Firefighters, Local 586
  - Collective Bargaining Agreement Between City and Bloomington Metropolitan Professional Firefighters, Local 586
  - *Please note that a strike-through version annotating changes from the previous agreement is available in the Council Office.*

- **Ord 17-02** To Amend Ordinance 16-25, Ordinance 16-26, and Ordinance 16-45 Which Fixed the Salaries of Officers of the Police and Fire Departments and Which Fixed the Salaries of Appointed Officers, Non-Union, and A.F.S.C.M.E. Employees for the City of Bloomington for the Year 2017 - Re: Reflecting Collective Bargaining Agreement Affecting Positions in the Fire Department and Resolution of Grievance Affecting Positions in the Fire Prevention Division

Minutes from Regular and Special Sessions:

- December 7, 2016 (Regular Session)
- December 14, 2016 (Special Session)

Memo

Organizational Meeting
on Wednesday, January 11th – New Start Time (6:30 pm)
- Also Opening Guaranteed Savings Contract Proposals

The Council will hold an Organizational Meeting and Committee of the Whole on Wednesday, January 11, 2017 at its new starting time – 6:30 pm.

The Organizational Meeting is the occasion when the Council elects officers and appoints members to boards and commissions. At this meeting, the new President assigns seating and may announce assignments of members to serve on Council Committees. This meeting also begins the first legislative cycle of 2017 which includes legislation to be introduced at the Organizational Meeting, discussed at the Committee of the Whole later that evening, and placed under Second Readings at the Regular Session on Wednesday, January 18th.

Reports - Council Committees - Opening Proposals for Guaranteed Savings Contracts. As a result of adoption of Res 16-19, the Council launched a request for proposals regarding conservation measures through guaranteed savings contracts. Those proposals are scheduled to be opened at next week's Council meeting. This will entail the literal opening of proposals that have been submitted by the deadline and announcing the name of the applicant. For lack of a better place on the agenda to take this action, it has been listed under Reports from Council Committees.

Group Photo on January 18, 2017? With possible changes in Council officers, the Council should have a new photo taken for the Council webpage. Given that everyone will be here on Wednesday, January 18th and the meeting promises to be short, we can

arrange for the photos to be taken at the end of that meeting. Please let the Council President or Council staff whether you will *not* be able to stay after for a photo of the Council for the webpage.

Organizational Meeting - Elections, Appointments and Assignments

The Organizational Meeting is the time for the Council to hold elections and make appointments, and for the new President to make assignments. These actions typically occur in the following order:

- The Council elects officers – President, Vice President, and Parliamentarian (and the outgoing President is presented with the gavel);
- The new officers are seated and the new President assigns seating for the rest of the Council members *(Please note that any two Council members who wish to switch seats may do so by written request to the Council President (BMC 2.04.110)* ;
- The Council appoints Council members to various boards and commissions *(please note that there are two new appointments – Parking Commission and the PS LIT – Allocation Committee);* and
- The new President assigns Council members to Council committees.

Please see the attached sheets for appointments, assignments, and seating. Note that the sheets include those from last year (for context) as well as blank sheets for completion this year.

Items Ready for First Readings and Discussion on Wednesday Night

Item One – Ord 17-01 - Amending the City's Zoning Maps to Rezone a Property from Institutional (IN) to Residential High-Density Multifamily (RH) - 900-902 East Cottage Grove (Douglas M. McCoy, Petitioner) - Request for Withdrawal

Ord 17-01 would rezone a 1960's apartment building located on 0.20 acres at 900-902 East Cottage Grove Avenue from Institutional (IN) to Residential High-Density Multifamily (RH). After hearings in November and December, it comes forward from the Plan Commission with a negative recommendation (7-0-1) and a request from the petitioner to withdraw the ordinance from consideration by the Council.

Brief Overview of Proposal

Given the negative recommendation from the Plan Commission and the request by the Petitioner for the Council to forego consideration of the ordinance, this summary will only offer a brief overview of the proposal and refers the reader to the packet materials for more on the substance of this rezoning proposal. The site is located on the east side of Woodlawn. The properties along this side of Woodlawn and further east are otherwise used by Indiana University for offices and parking. The properties to the west of Woodlawn are Residential Core (RC). The petitioner's property is occupied by a seven-unit apartment building (with six 2-bedroom units and one 3-bedroom unit) which was built in the 1960s and has been a lawful, non-conforming (otherwise known as a "grandfathered") use since the zoning code was enacted and designated this area as an Institutional district in the 1970s. Even though the RH zoning pursued by the petitioner is the highest residential density provided for in the Unified Development Ordinance, it would not allow the density already existing on this site, and would be situated almost 400 feet away from the nearest RH district. The staff report concluded that "staff does not support rezoning this property to a non-contiguous zone for the purpose of matching the zoning to the existing use."

Council Review – Request for Withdrawal, Time Frame, and Consequences of Denial

Under IC 36-7-4-608, the Council is given ninety days from certification of action by the Plan Commission to adopt, reject, or fail to act on a rezoning proposal. Those ninety days began on December 9th and will expire on March 9th. Where the Plan Commission provides a negative recommendation and the Council fails to act within the ninety-day window, the ordinance is deemed defeated at that end of that time frame. (I.C. §36-7-4-608[g][4])

If the Council is inclined to grant the petitioner's request to forego consideration of Ord 17-01 *(see letter included in this packet)*, it would, in essence, "fail to act" on the zoning proposal, which would result in its defeat after the ninety days expires. A Motion to Accept Withdrawal of the Ordinance (or something similar) can be drafted for your use. It would indicate that:

- The rezoning proposal comes forward with a negative recommendation from the Plan Commission certified on December 9, 2016;
- The petitioner has requested withdrawal of the ordinance;

- The Council and Petitioner agree that accepting the request for withdrawal will have the effect of defeat of the ordinance after the expiration of ninety days from certification and would also preclude a similar zoning petition from appearing on the Plan Commission docket for one year after the Plan Commission recommendation; and
- The Council grants request to withdraw the ordinance.

Please let staff or the Council President or Vice President know as soon as possible if you are not inclined to consider such a motion and want this ordinance handled in a different manner.

Please know that, under local rules, an outright rejection of the ordinance or failure to act by the Council after negative recommendation from the Plan Commission would prevent the proposed rezone from appearing on the Plan Commission docket for one year after the Plan Commission action.

Duty to Pay Reasonable Regard to Certain Documents and Conditions when Reviewing a Rezoning Proposal

Please also know that, in reviewing a rezoning proposal, State statute directs that the legislative body "shall pay reasonable regard" to the following:

- the comprehensive plan (the Growth Policies Plan);
- current conditions and the character of current structures and uses in each district;
- the most desirable use for which the land in each district is adapted;
- the conservation of property values throughout the jurisdiction; *and*
- responsible development and growth. (I.C. §36-7-4-603)

Res 17-01 – Approving the Fourth Amendment to the 1998 Interlocal Agreement with Monroe County Regarding the Central Emergency Dispatch Center

The first of three items to be discussed at the Committee of the Whole next Wednesday is **Res 17-01**. This resolution would amend the *Interlocal Agreement (Agreement)* with the County for the management, operation, and maintenance of the Monroe County Central Emergency Dispatch Center (Dispatch Center).[3] This

[3] Please note that, at one time, this was known as the Combined Emergency Dispatch System."

summary calls upon the Memo to the Council from Philippa Guthrie, Corporation Counsel, and Council materials covering the initial agreement in 1998 (Res 98-01) and three previous amendments in 2003 (Res 03-17), 2007 (Res 07-11), and 2015 (Res 15-19)

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.

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 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 *Agreement* which, as mentioned above, has been amended on three occasions: in 2003, 2007, and 2015.

The amendments in 2003 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).

The amendment in 2007 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) were more extensive than the other two and 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 of 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:

- reflected 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 costs[4] and treatment[5] 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 facility[6] exceeding the City's costs of construction;[7]
- 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*.

Fourth Amendment – Highlights of Changes

The amendments to the *Agreement* this year are even more extensive than last year and were driven by, or fall into, one of four circumstances/categories:

- new tax revenues[8] were adopted last year by the Monroe County Local Income Tax (LIT) Council and applied, in part, toward Central Dispatch which affected budgeting, handling of funds, and (in part) the role and composition of one or the other of the two governing boards;

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[4] The Agreement formalized the practice of the County to use 991 funds to pay for three dispatch employees.
[5] The Agreement made all personnel subject to one Personnel Manual agreed upon by the Mayor and Commissioners and adopted by the Policy Board.
[6] 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).
[7] The Agreement provides 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.
[8] This, as you recall, was the Public Safety Answering Point (PSAP) County Option Income Tax (COIT) / Local Income Tax (LIT).

- the absorbing 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 is 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.

The following paragraphs briefly note changes to the eight articles in the *Agreement*:

Whereas Clauses
The Whereas clauses were revised to acknowledge the adoption of the PSAP COIT (for 2016) and LIT (for 2017 and going forward), which will provide revenue that, along with 911 Funds, should pay for Dispatch Central in the future.

Article I – Purpose and Duration
The current *Agreement* continues until terminated by one of the parties. Given the "significant practical implications" flowing from the many changes proposed this year, the parties have chosen for the *Agreement* to run until the end of 2017. This will give the parties an opportunity to "evaluate how the new arrangement [is] working" and address any issues in a timely manner.

Article II – Location and Maintenance Dispatch Center: Commencement
The most significant changes to the *Agreement* are found here. These revisions:

- identify the primary funding sources for the Dispatch Center in the future as PSAP COIT/LIT and 911-Funds (which are referred to as "Dispatch Funds");
- provide for the City and County to:
    - approve the annual budget[9] (which may be amended by agreement of the parties); and
    - meet annually to review the adequacy of current income tax rate designated for dispatch purposes;

[9] The County shall receive the budget by early August and "review and approve it in the same manner as all other County budgets on the date of presentation." However, if no action is taken by their meeting in early August, the budget is "deemed approved."

- provide that Operational Expenses[10] be paid first from Dispatch Funds, then be drawn from either the Monroe County 911 Fund or the Monroe County PSAP LIT Fund, 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 previous year's obligations after crediting the County for the Equalization Payments noted in last year's amendments *(above)*.

Article III – Personnel, Equipment, and Telecommunications

Personnel – The City is currently employing 14 full-time dispatchers and the County is employing 10.5 dispatchers, all of whom are responsible for calls no matter where those calls originate. The City also employs one full-time Telecommunications Manager (who serves as Director of the Dispatch Center). Under this round of amendments, all these personnel shall be employees of the City and receive the same compensation and benefits and be subject to the same policies.[11] Also, as you will see below, the Policy Board will play a larger role in the appointment of the Telecommunications Manager.

Equipment and Telecommunications – The existing *Agreement* requires the parties to share the costs of equipment (except for equipment paid out of grants).[12] The amendments are intended to achieve the same result by treating these expenditures 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[13], 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.

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[10] Operational Expenses are part of the Annual Budget which, as stated in Article V (Oversight Board), includes, but is not limited to, "the twenty-five (25 dispatch personnel listed in Article III, general building maintenance, custodial services, telecommunications costs, software maintenance, electricity, and water and other utility costs."

[11] Please note that the *Agreement* accords all Central Dispatch staff seniority and tenure based upon time served as Dispatch staff (without regard to whether as a City or County employee).

[12] 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).

[13] The Mayor appointed two members, the Commissioners appointed two members, and the Mayor and Commissioners jointly appointed one member.

The amendments affect both boards. Changes to provisions regarding the Oversight Board (Article V):

- Give it the power and 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):

- Give it additional powers and duties – to wit:
    - To *approve and present* the unified budget to the City and County (rather than merely assist in the establishment of the budget); and
    - To "participate in and affirm the appointment of the Telecommunications Manager;"
- Limit one of the County appointments to a "Fire Chief who serves in Monroe County" and aligns that member's term with the former appointment;
- Shift the appointment of the fifth member from a joint decision of the Mayor and County to the Mayor and require that the member to be "a law enforcement representative from Indiana University;"
- Require that a majority of board members be employed by a law enforcement agency (previously a "criminal justice agency") that "routinely receives dispatch calls" (previously limited to being located in Monroe County); and
- reflect the new funding sources, budgeting procedure, and role of Controller in handling funds.

Article VI – Accounting

Currently this provision authorizes the Auditor and City Controller to handle funds intended to be used by the Dispatch Center and requires them to "work together to promptly and efficiently distribute any and all funds." It also calls for the parties to renegotiate the *Agreement* in the event the new PSAP tax revenues were adopted and became available to pay for Dispatch Center expenses.

The changes provide for the Auditor to receive, disburse, and account for the 911 Funds. It also provides for the Auditor to initially receive the PSAP COIT/LIT funds and then transfer the amount budgeted for the Dispatch Center to the Controller to disburse and track. It also provides for both the Auditor and Controller to accurately account for all Dispatch Funds, in part, by preparing end-of-the-year financial reports.

Article VII - Amendment and Severability – *No Change*

Article VIII – Termination (Notice of Termination and Division of Property)
Since the duration of the Agreement changed from an open-ended period to the close of 2017, this provision removes the "notice of termination" language, but keeps the language regarding division of property.

Item 3 - Res 17-02 – Approving the Proposed Collective Bargaining Agreement between the City and its Firefighters and Item 4 - Ord 17-02 – Amending the Police and Fire Salary Ordinance for 2017 (Ord 16-25) to Reflect the Terms of the Proposed Agreement and Amending Ord 16-25 and Related Salary Ordinances (Ord 16-26 and Ord 16-45) to Adjust the Pay for Fire Prevention Officers

The following paragraphs briefly explain the last two of the four pieces of legislation coming forward in the first legislative cycle of 2017. They are **Res 17-02**, which approves a four-year collective bargaining agreement (Agreement) between the City of Bloomington and Bloomington Metropolitan Firefighters, Local 586, and **Ord 17-02**, which amends the Police and Fire salary ordinance for 2017 (Ord 16-25) in order to reflect the terms of the *Agreement* and amends that and two other salary ordinances to conclude a grievance with fire inspectors and adjust their compensation to include on-call pay.

Consideration of the *Agreement* is the culmination of a nine-month process that began last spring. As Philippa Guthrie, Corporation Counsel, sets forth in her Memo to the Council (Memo), "both sides worked diligently and bargained in good faith … (which resulted in) negotiations (that) were fair, amicable, and productive." Philippa Guthrie served as Chief Negotiator for the City [14] and negotiated with a team representing the Bloomington Metropolitan Firefighters, Local 586, led by Bob Loviscek (as President of the local bargaining unit).[15]

The remainder of this summary borrows from the Memo to the Council (along with previous Council summaries) to review the changes between the existing and

[14] She was joined by: Mick Renneisen, Deputy Mayor; Jason Moore, Fire Chief; Jeff Underwood, Controller; Caroline Shaw, Director of Human Resources; and Mike Rouker, City Attorney (with Dan Sherman, Attorney for the Council, attending as an observer pursuant to BMC 2.34.060).
[15] Along with Mr. Lovisek, the Firefighter team included: Roger Kerr, George Cornwell, and Brent Thompson.

proposed contract and highlight the fiscal impact associated with the amendments to the Police and Fire salary ordinance for 2017.

Four-Year Contract - Monetary Package

The memo estimates that the *Agreement* would cost the City an additional $836,765 over its four-year term. The estimated value per year of this contract appears to be about a third higher than the last contract.[16] The Memo notes that the higher increases in pay were "only possible due to a timely reduction to the City's mandatory pension contribution for firefighters."

Base Pay - Article V. Parts A-D of Agreement and Section 1 of the Ordinance
The base pay of firefighters will increase by 2% in each year of the contract. The base salaries for Firefighter 1st Class, Chauffer, and Captain over the term of the agreement are as follows:

	2017 (2%)	2018 (2%)	2019 (2%)	2020 (2%)
Firefighter 1st Class	$50,964	$51,984	$53,023	$54,084
Chauffer	$52,979	$54,038	$55,119	$56,222
Captain	$57,030	$58,171	$59,334	$60,521

Longevity Increases – Article VI A. of the Agreement and Section 2 of the Ordinance
The longevity pay will increase by $500 for firefighters with twenty or more years of service.[17] Since the pay at 20 years of service determines the amount of pension received by retired firefighters, this change will also benefit all retired firefighters. Here is the breakdown of those increases:

Years of Service	Amount (From – To)
1	$0
2 - 3	$800
4 - 5	$1,100

[16] The memo from 2014 estimated the value of that 3-year contract at about $491,693 which yields a prorated value of about $157,231 per year.
[17] In the last contract added $500 longevity pay for firefighters with 1 – 19 years of service and $1,250 for firefighters with 20 or more years of service.

6 - 13	$1,400
14 - 17	$1,700
18 – 19	$1,900
20 and up	$3,250 to $3,750

Professional Pay (Certifications and Professional and Command Appointments – Article VI, Parts B & C of the Agreement and Section 3 of the Ordinance

As the Memo notes, "the contract contains significant changes to the Department's rank structure …[which] are designed to create a more coherent command structure and to bring the Department in line with national standards." This includes redesignating Sergeants as Chauffeurs (which will entail a "recrafting" of the duties assigned to that position) and making numerous changes in Professional and Command Appointments and increasing the pay accordingly. The new appointments and pay are as follows:

Senior Headquarters Captain *(new)*	$ 1,400
Rescue Technician	$ 1,200
Headquarters Captain	$ 900
Headquarters Sergeant	$ 900
Engineer	$ 900
Shift Training Instructor	$ 800
Shift Investigator	$ 600
Air Mask Technician	$ 600
Station Captain *(new)*	$ 500
Sergeant *(new)*	$ 500

Clothing Allowance/Quartermaster System – Article VII of the Agreement and Section 4 of the Ordinance

According to the Memo, "the implementation of a quartermaster system represents the contract's most significant change." The department "will now own, inspect, and maintain members'" personal protective equipment,[18] but the firefighters will still be responsible for their own uniforms.[19] This will result in a reduction in the clothing allowance from $1,600 to $450 per year. The Memo indicates that this approach to gear is standard across the country and has many benefits: a lower the purchase price, assurance of a high standard for gear, and the ability (over time) to provide backup gear for all the firefighters.

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[18] "Personal Protective Equipment" includes "structural firefighting" coats, pants, boots, helmets, gloves and hood.
[19] "Uniforms" includes Class A dress uniform, Class B button-up uniform, Class C work uniforms and other clothing required by the departmental regulation or order.

Holiday Pay (Article VIII), Unscheduled Duty, Holdover, and Mandatory Training Pay (Article XIII), and Acting (Reassignment) Pay (Article XIV) and Section 4 of the Ordinance

Firefighters currently receive $25 per hour for what the Memo refers to as "Contractual Overtime." This amount is eliminated in the contract. While the change will result in the loss of "relatively little income" for firefighters (because federally mandated overtime rates exceed this rate), the Memo indicates that it will significantly reduce the administrative cost of tracking and calculating this pay.

Here is a breakdown of that pay:

- Unscheduled Duty Pay — Paid at employee's regular hourly rate
Minimum 2 hours. No maximum.
- Holdover Pay — Paid at employee's regular hourly rate
Minimum 0.5 hours. No maximum.
- Mandatory Training Pay — Paid at employee's regular hourly rate
Minimum 2 hours. Maximum 8 hours per day.

Also, firefighters currently receive "Acting Pay" when they are "required to perform additional duties … due to the illness, vacation, or retirement of another member of the Department." Unlike the existing provisions, firefighters will be given acting pay in the event the absent member is sick or on vacation, and after 60 (not 30) days, when the absent member has retired.

Vacation/ City (now Kelly) Days – Article XV of the Agreement

Under the current Agreement, firefighters may take five tours-of-duty (equivalent to a 24-hour shift) off as vacation after 12 months of service [20] and also may take four "City days" off (and in half-day increments). This contract institutes a "Kelly Day System," which is common around the country. As the Memo indicates, "A Kelly Day is an assigned paid-day off for firefighters that is deliberately scheduled by the Department so as to reduce the Department's overtime burden." With this agreement, the four "City" days will be converted into eight "Kelly" days (which may be taken in half-day intervals).

[20] Firefighters receive additional vacation time based upon years of service which gradually increases up to a maximum of 12 tours-of-duty after 24 years of service.

Remainder of the Contract Largely Unchanged
The remaining provisions of the Contract appear to be largely unchanged.

Additional Change to 2017 Salary Ordinances - Adjustment of Compensation for Fire Prevention Officers to Provide for "On-Call" Pay

Along with addressing the *Agreement* with the firefighters, this ordinance also addresses a proposed resolution of a grievance filed on behalf of the three Fire Prevention Officers who currently serve in an "on-call" status" [21] every third week. Unlike other employees of the City who serve in that capacity, they do not receive any additional compensation. After considering the matter and consulting with these employees and the Human Resources Department, the Fire Chief proposes that these personnel receive $100 for every week spent on-call. The ordinance amends the relevant salary ordinances for 2017 to authorize that pay.

[21] When "on-call" employees must stay at or near their homes and "refrain from any activity that could render them incapable of conducting an investigation or inspection."

NOTICE AND AGENDA
BLOOMINGTON COMMON COUNCIL
ORGANIZATIONAL MEETING AND COMMITTEE OF THE WHOLE
6:30 P.M., WEDNESDAY, JANUARY 11, 2017
COUNCIL CHAMBERS
SHOWERS BUILDING, 401 N. MORTON ST.

ORGANIZATIONAL MEETING

I. ROLL CALL

II. AGENDA SUMMATION

III. APPROVAL OF MINUTES FOR: December 7, 2016 (Regular Session)
December 14, 2016 (Special 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**
   - Opening of proposals regarding conservation measures through a Guaranteed Savings Contract
4. **Public ***

V. ELECTION OF OFFICERS (Once the Council elects its officers, the newly-elected President will assign Council members their seats at the dais. The President may also, at this time, announce assignments of Council members to Council committees.)

VI. APPOINTMENTS TO BOARDS AND COMMISSIONS (The Council will take this opportunity to appoint members to serve on various boards and commission; if any nominations are ready, it may also consider appointment of citizens to serve on boards and commission, as well.)

VII. LEGISLATION FOR SECOND READING AND RESOLUTIONS

None

VIII. LEGISLATION FOR FIRST READING

1. Ordinance 17-01 To Amend the Zoning Maps by Rezoning a Property from Institutional (IN) to Residential High-Density Multifamily (RH) - Re: 900-902 E. Cottage Grove Avenue (Douglas M. McCoy, Petitioner)

Note: A Motion to Forego Consideration of this Ordinance is anticipated this evening.

2. Ordinance 17-02 To Amend Ordinance 16-25, Ordinance 16-26, and Ordinance 16-45 Which Fixed the Salaries of Officers of the Police and Fire Departments and Which Fixed the Salaries of Appointed Officers, Non-Union, and A.F.S.C.M.E. Employees for the City of Bloomington for the Year 2017 - Re: Reflecting Collective Bargaining Agreement Affecting Positions in the Fire Department and Resolution of Grievance Affecting Positions in the Fire Prevention Division

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

X. COUNCIL SCHEDULE

XI. ADJOURNMENT

(Over)

**Members of the public may speak on matters of community concern not listed on the agenda at one of the two Reports from the Public 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.*

Posted & Distributed: 06 January 2017

(The Organizational Meeting will be immediately followed by a:)

COMMITTEE OF THE WHOLE

Chair: Steve Volan

1. Resolution 17-01 To Approve the Fourth Amendment to the Interlocal Cooperation Agreement Between the City of Bloomington and Monroe County for the Operation of the Monroe County Central Emergency Dispatch System

Asked to Attend: Philippa Guthrie, Corporation Counsel
Jeffrey Underwood, Controller
Representative from Monroe County

2. Resolution 17-02 To Approve and Authorize the Execution of a Collective Bargaining Agreement between the City of Bloomington and the Bloomington Metropolitan Professional Firefighters, Local 586

Asked to Attend: Philippa Guthrie, Corporation Counsel
Jeffrey Underwood, Controller

3. Ordinance 17-02 To Amend Ordinance 16-25, Ordinance 16-26, and Ordinance 16-45 Which Fixed the Salaries of Officers of the Police and Fire Departments and Which Fixed the Salaries of Appointed Officers, Non-Union, and A.F.S.C.M.E. Employees for the City of Bloomington for the Year 2017 - Re: Reflecting Collective Bargaining Agreement Affecting Positions in the Fire Department and Resolution of Grievance Affecting Positions in the Fire Prevention Division

Asked to Attend: Philippa Guthrie, Corporation Counsel

**Members of the public may speak on matters of community concern not listed on the agenda at one of the two Reports from the Public 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.*

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Posted & Distributed: 06 January 2017

City of Bloomington
Office of the Common Council

To Council Members
From Council Office
Re Weekly Calendar – 09 January -14 January 2017

Monday, 09 January

12:00	pm	Board of Public Works- Work Session, McCloskey
12:00	pm	Affordable Living Committee, Hooker Conference Room
4:00	pm	Plat Committee, Kelly
5:00	pm	Utilities Service Board, 600 E. Miller Dr.
5:00	pm	Redevelopment Commission, McCloskey
5:30	pm	Bicycle and Pedestrian Safety Commission, Hooker Conference Room
5:30	pm	Plan Commission, Chambers

Tuesday, 10 January

4:30	pm	Commission on Aging, Hooker Conference Room
5:30	pm	Board of Public Works, Chambers
6:00	pm	Bloomington Commission on Sustainability, McCloskey
6:30	pm	Sister Cities International, Kelly

Wednesday, 11 January

11:30	am	Bloomington Urban Enterprise Association, McCloskey
2:00	pm	Hearing Officer, Kelly
5:00	pm	Bloomington Arts Commission, McCloskey
5:30	pm	Commission on the Status of Black Males, Hooker Conference Room
6:30	**pm**	Common Council Organizational Meeting and Committee of the Whole, Chambers

Thursday, 12 January

12:00	pm	Housing Network, McCloskey
4:00	pm	Solid Waste Management District, Monroe County Courthouse Nat U. Hill, III Room
5:00	pm	Bloomington Historic Preservation Commission, McCloskey
5:30	pm	CDBG Social Services Committee – Public Hearing for Applicants, Chambers
5:30	pm	CDBG Physical Improvements Subcommittee, Hooker Conference Room

Friday, 13 January

1:30	pm	Metropolitan Planning Organization-Policy Committee, Chambers

Saturday, 14 January

No meetings scheduled for today.

*Auxiliary aids for people with disabilities are available upon request with adequate notice. Please contact the applicable board or commission or call (812) 349-3400.

Posted and Distributed: Friday, 06 January 2017

401 N. Morton Street
Suite 110
Bloomington, IN 47404

City Hall
www.bloomington.in.gov/council
council@bloomington.in.gov

(ph:) 812.349.3409
(f:) 812.349.3570

Material Related to Appointments and Assignments Scheduled for Action at the Organizational Meeting:

- List of Council Positions –Election of Officers, Appointments to Boards and Commissions (by Council), and Assignments (by the President) to Two of the Council Committees for 2017 *(blank – note appointments to two new entities)*

- List of Council Positions –Election of Officers, Appointments to Boards and Commissions (by Council), and Assignments (by the President) to Two of the Council Committees for 2016

- List of Assignments to the Three Council Interview Committees (A, B & C) for 2017 *(with 2016 assignments struck-through followed by a question mark)*

- Council Member Seating Chart for 2011 – 2017 *(with 2017 blank)*

ELECTION OF COUNCIL OFFICERS, APPOINTMENTS & ASSIGNMENTS FOR 2017

ACTION BY MOTIONS OF THE COUNCIL

President _____
Vice President _____
Parliamentarian _____

Citizens Advisory Committee - Community Development Block Grants (CDBG)
Social Services _____
Physical Improvements _____

Commission for Bloomington Downtown _____

Economic Development Commission (City) _____

Economic Development Commission (County) _____

Environmental Resource Advisory Committee _____

Metropolitan Planning Organization _____

Plan Commission _____

Solid Waste Management District _____

Board of the Urban Enterprise Association _____

Utilities Service Board _____

Bloomington Economic Development Corporation _____

Bloomington Commission on Sustainability _____

Parking Commission*(New 2016 -17)* _____

PS LIT – Allocation Committee*(New 2017)* _____

ACTION BY PRESIDENT (By Assignment)

Jack Hopkins Social Services Funding Committee (5 council members)

_____

Council Sidewalk Committee (4 council members) (Regarding 2018 Funds)

_____

Council Interview Committees for Citizen Appointments to Boards and Commissions (*see accompanying list*)

_____

ELECTION OF COUNCIL OFFICERS, APPOINTMENTS & ASSIGNMENTS FOR 2016

ACTION BY MOTIONS OF THE COUNCIL

President	Andy Ruff
Vice President	Susan Sandberg
Parliamentarian	Steve Volan

Citizens Advisory Committee - Community Development Block Grants (CDBG)

Social Services	Susan Sandberg
Physical Improvements	Timothy Mayer
Commission for Bloomington Downtown	Allison Chopra
Economic Development Commission (City)	Dorothy Granger
Economic Development Commission (County)	Dave Rollo
Environmental Resource Advisory Committee	Dave Rollo
Metropolitan Planning Organization	Andy Ruff
Plan Commission	Isabel Piedmont-Smith
Solid Waste Management District	Steve Volan
Board of the Urban Enterprise Association	Chris Sturbaum
Utilities Service Board	Timothy Mayer
Bloomington Economic Development Corporation	Dorothy Granger
Bloomington Commission on Sustainability	Dave Rollo

ACTION BY PRESIDENT (By Assignment)

Jack Hopkins Social Services Funding Committee (5 council members)
Dorothy Granger, Timothy Mayer, Isabel Piedmont-Smith, Susan Sandberg & Allison Chopra

Council Sidewalk Committee (4 council members) (Regarding 2016-17 Funds)
Dorothy Granger,Timothy Mayer, Dave Rollo & Chris Sturbaum

Council Interview Committees for Citizen Appointments to Boards and Commissions (*see accompanying list*)

BOARD AND COMMISSION -- INTERVIEW COMMITTEE[1] ASSIGNMENT GRID 2017

Committee → ↓ Boards and Commissions	A ~~Allison, Tim & Chris?~~	B ~~Dorothy, Steve & Andy?~~	C ~~Isabel, Dave & Susan?~~
Animal Control	X		
Bloomington Community Arts Commission			X
Bike and Ped Commission		X	
Bloomington Digital Underground		X	
Board of Zoning Appeals	X		
Commission on Aging	X		
Commission on Hispanic and Latino Affairs			X
Commission on the Status of Black Males		X	
Commission on the Status of Women		X	
Commission on Sustainability			X
Commission on the Status of Children and Youth			X
Economic Development Commission	COUNCIL		
Environmental Commission		X	
Historic Preservation	X		
Housing Quality Appeals Board	X		
Housing Trust Fund			X
Human Rights Commission			X
MLK Commission		X	
Public Transportation Corporation	X		
Redevelopment Commission	X		
Telecommunications Council		X	
Traffic Commission		X	
Tree Commission			X
Urban Enterprise Association	X		
Utilities Service Board			X

[1] Board and Commission Interview Committees are Standing Committees of the Council enabled by *Res 13-04 To Consolidate the Council Board and Commission terviewing and Nominating Committees.*

I:\common\CCL\Appointments and Seating\2017 - Officers - Appointments - Assignments\B & C Assignments\A B & C Interviewing Committees - Allocation of Appointments - 2017 - OM - with 2016 assignments crossed out.doc

Council Member Seating 2011 – 2017
(Assigned by President) [1]

Seating For the Year 2011

Wisler	Rollo	Sturbaum	Ruff	Sandberg	Mayer	Satterfield	Volan	Piedmont-Smith
			Vice President	President	Parliamentarian			

Seating For the Year 2012

Neher	Granger	Sturbaum	Sandberg	Mayer	Ruff	Rollo	Volan	Spechler
			Vice President	President	Parliamentarian			

Seating For the Year 2013

Ruff	Sturbaum	Sandberg	Granger	Neher	Mayer	Rollo	Volan	Spechler
			Vice President	President	Parliamentarian			

Seating For the Year 2014

Ruff	Sturbaum	Sandberg	Granger	Neher	Mayer	Rollo	Volan	Spechler
			Vice President	President	Parliamentarian			

Seating For the Year 2015

Neher	Granger	Mayer	Ruff	Rollo	Sandberg	Sturbaum	Volan	Spechler
			Vice President	President	Parliamentarian			

Seating For the Year 2016

Granger	Sturbaum	Mayer	Sandberg	Ruff	Volan	Piedmont-Smith	Chopra	Rollo
			Vice President	President	Parliamentarian			

Seating For the Year 2017

			Vice President	President	Parliamentarian			

[1] Written requests by two Council members to exchange seats will be granted by the President. (per BMC2.04.110)

ORDINANCE 17-01

TO REZONE A PROPERTY FROM INSTITUTIONAL (IN) TO RESIDENTIAL HIGH-DENSITY MULTIFAMILY (RH)
- Re: 900-902 E. Cottage Grove Avenue
(Douglas M. McCoy, Petitioner)

WHEREAS, Ordinance 06-24, which repealed and replaced Title 20 of the Bloomington Municipal Code entitled, "Zoning", including the incorporated zoning maps, and incorporated Title 19 of the Bloomington Municipal Code, entitled "Subdivisions", went into effect on February 12, 2007; and

WHEREAS, the Plan Commission has considered this case, ZO-22-16, and recommended that the petitioner, Douglas M. McCoy, be denied this request to rezone 0.20 of an acre from Institutional (IN) to Residential High-Density Multifamily (RH). The Plan Commission thereby requests that the Common Council consider this petition;

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

SECTION 1. Through the authority of IC 36-7-4 and pursuant to Chapter 20.02 of the Bloomington Municipal Code, entitled "Zoning Districts, the zoning for the property located at 900 – 902 East Cottage Grove Avenue shall be changed from Institutional (IN) to Residential High-Density Multifamily (RH). The property is further described as follows:

> All that part of Lot number One Hundred and Twenty-two (122) in University Park, the same being a subdivision of a part of the Northeast Quarter of Section 33, Township 9 North, Range 1 West, in said County and State, as is included in the following boundaries, to wit: Beginning at the northwest corner of said Lot; running thence East one hundred and thirty-two (132); thence South sixty-six (66) feet; thence West one hundred thirty-two (132); thence North sixty-six (66) feet to the place of the beginning.

SECTION 2. If any section, sentence or provision of this ordinance, or the application thereof to any person or circumstance 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 3. This ordinance shall be in full force and effect from and after its passage by the Common Council and approval by the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2017.

_____
, 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 _____, 2017.

_____
NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of _____, 2017.

_____
JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

This ordinance would rezone the property located at 900-902 East Cottage Grove Avenue from Institutional (IN) to Residential High-Density Multifamily (RH) at the request of the petitioner, Douglas M. McCoy.

****ORDINANCE CERTIFICATION****

In accordance with IC 36-7-4-605 I hereby certify that the attached Ordinance Number 17-01 is a true and complete copy of Plan Commission Case Number ZO-22-16 which was given a recommendation of denial by a vote of 7 Ayes, 1 Nays, and 0 Abstentions by the Bloomington City Plan Commission at a public hearing held on December 5, 2016.

Date: December 8, 2016

Christy L. Langley, Secretary
Plan Commission

Received by the Common Council Office this 9th day of December, 2016.

Nicole Bolden, City Clerk

Appropriation Ordinance # _____

Fiscal Impact Statement Ordinance # _____

Resolution # _____

Type of Legislation:

Appropriation	End of Program	Penal Ordinance
Budget Transfer	New Program	Grant Approval
Salary Change	Bonding	Administrative Change
Zoning Change	Investments	Short-Term Borrowing
New Fees	Annexation	Other

If the legislation directly affects City funds, the following must be completed by the City Controller:

Cause of Request:

Planned Expenditure _____ Emergency _____
Unforeseen Need _____ Other _____

Funds Affected by Request:

Fund(s) Affected		
Fund Balance as of January 1	$	$
Revenue to Date	$	$
Revenue Expected for Rest of year	$	$
Appropriations to Date	$	$
Unappropriated Balance	$	$
Effect of Proposed Legislation (+/-)	$	$
Projected Balance	$	$

Signature of Controller

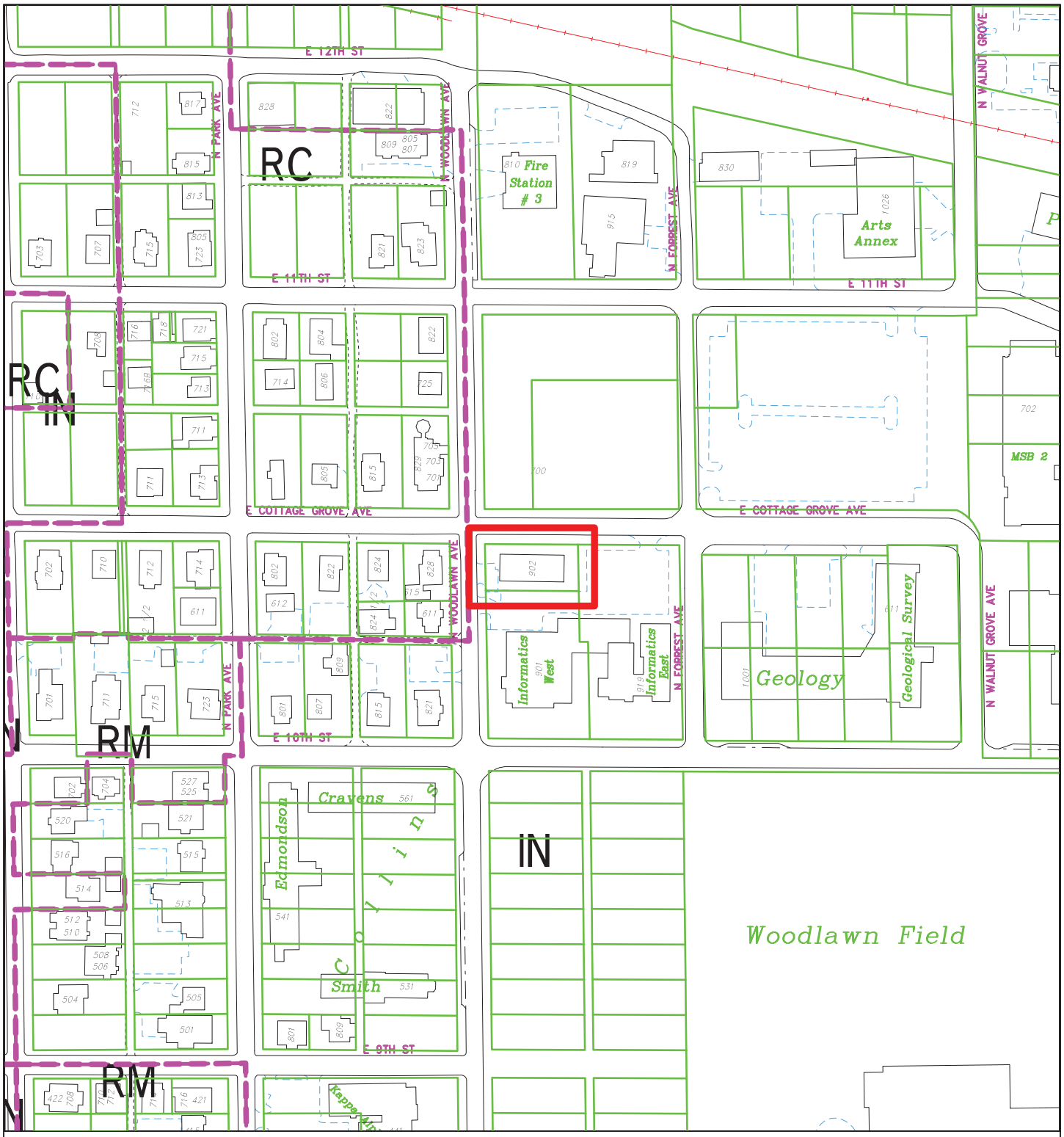
Will the legislation have a major impact on existing City appropriations, fiscal liability or revenues?

Yes _____ No _____

If the legislation will not have a major fiscal impact, explain briefly the reason for your conclusion.

If the legislation will have a major fiscal impact, explain briefly what the effect on City costs and revenues will be and include factors which could lead to significant additional expenditures in the future. Be as specific as possible. (Continue on second sheet if necessary.)

FUKEBANEI ORD=CERT.MRG



City of Bloomington
Planning & Transportation

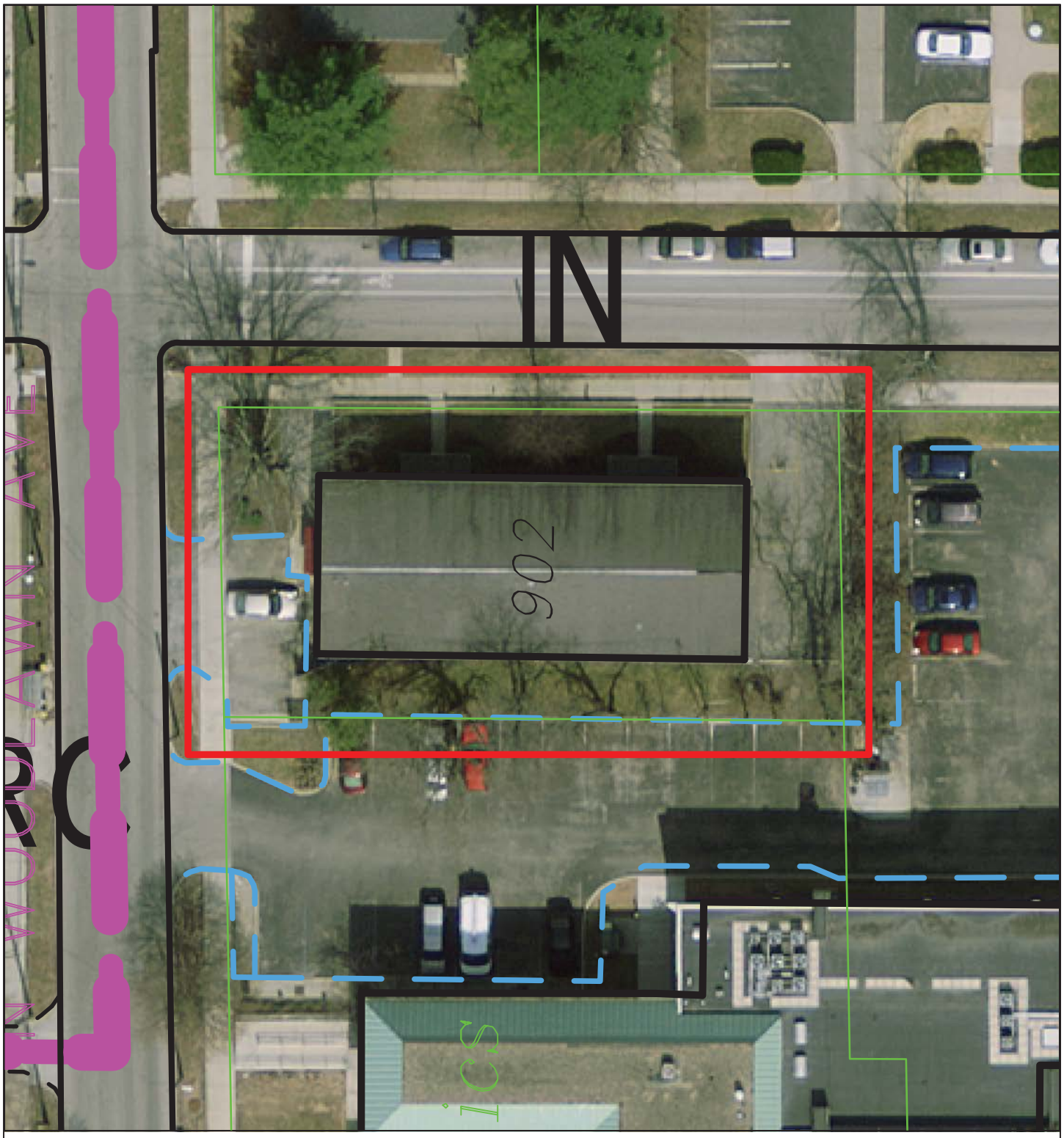
By: scanlanj
15 Sep 16

200 0 200 400 600

N

Scale: 1" = 200'

For reference only; map information NOT warranted.



By: scanlanj
15 Sep 16

30 0 30 60 90

N

City of Bloomington
Planning & Transportation

Scale: 1" = 30'

For reference only; map information NOT warranted.

CARMIN PARKER

116 West 6th Street, Suite 200
P.O. Box 2639
Bloomington, Indiana 47402-2639
TEL: 812.332.6556
FAX: 812.331.4511
michael@carminparker.com

January 4, 2017

Mr. Andy Ruff, President
Common Council
City of Bloomington
401 N. Morton Street, Suite 110
Bloomington, IN 47404

RE: Zoning Petition ZO-22-16
Ordinance 17-01

Dear Mr. Ruff:

Douglas McCoy is Petitioner for rezoning under Petition ZO-22-16, which has come forward to the Council as Ordinance 17-01.

Petitioner elects to withdraw the zoning petition. Because the zoning petition has already passed through the Plan Commission, it has come forward to the City Council as an agenda item. Petitioner requests that the Council not consider Ordinance 17-01. Petitioner requests to withdraw the zoning petition.

Petitioner acknowledges that the zoning petition received a negative recommendation from the Plan Commission and that if the Council does not act on the ordinance within 90 days the Plan Commission recommendation for denial will constitute final action and a denial of the petition.

Thank you for your consideration of this request.

Respectfully Submitted,

Michael L. Carmin
Attorney for Petitioner, Douglas McCoy

MLC/srh
400978

Interdepartmental Memo

To: **Members of the Common Council**
From: **Jackie Scanlan, Senior Zoning Planner**
Subject: **Case #ZO-22-16**
Date: **December 19, 2016**

Attached are the staff report, petitioner's statement, maps, and exhibits which pertain to Plan Commission case #ZO-22-16. The Plan Commission heard this petition at its November 7, 2016 and December 5, 2016 hearings and voted 7-1 to send this petition to the Common Council with a negative recommendation.

REQUEST: The petitioner is requesting to rezone 0.20 acres from Institutional (IN) to Residential High-Density Multifamily (RH).

BACKGROUND:

Area:	0.20 acres
Current Zoning:	IN
GPP Designation:	Public/Semi-Public/Institutional
Existing Land Use:	Dwelling, Multi-Family
Proposed Land Use:	Dwelling, Multi-Family
Surrounding Uses:	North – Indiana University (Office)
	West – Dwelling, Single-Family and Dwelling, Multi-Family
	East – Indiana University (Parking)
	South – Indiana University (Office)

REPORT: The property is located at 900-902 E. Cottage Grove Avenue. The property is zoned Institutional (IN). Surrounding land uses to the north, south, and east are office buildings and parking associated the School of Informatics on the Indiana University campus. The adjacent uses to the west are Dwelling, Multi-Family and Dwelling, Single-Family. The site has been developed with a seven unit apartment building and accessory parking.

The petitioner is requesting to rezone the property from Institutional (IN) to Residential High-Density Multifamily (RH). The rezone is requested because 'Dwelling, Multi-Family' is not an approved use in the IN zone and that is the current and historic use of the property. The apartment building on the property was built in the 1960s. It contains six 2-bedroom apartments and one 3-bedroom apartment. The use is considered lawful nonconforming, as it was in place prior to the zoning code. This is more colloquially referred to as a 'grandfathered' use. The current density on the property exceeds that which would be allowed by the UDO if the property was zoned RH. The property has limited parking on the west and east sides of the building. No plan for development on the site has been submitted at this time or is anticipated.

Indiana University, adjacent property owner on three sides, submitted an objection to the rezone request. The letter is included in this packet.

GROWTH POLICIES PLAN: This property is designated as 'Public/Semi-Public/Institutional.' The GPP notes that 'Public/Semi-Public/Institutional' is designed to provide adequate land to support compatible government, non-profit and social service land use activities. These use areas are distributed community-wide and encompass schools, including Indiana University. This property is surrounded on three sides by Indiana University property.

INDIANA UNIVERSITY BLOOMINGTON MASTER PLAN: This portion of Woodlawn Avenue is part of the Woodlawn and Tenth Street Neighborhood in the Master Plan. The petition site is planned as part of a new mixed-use academic building with frontage on Woodlawn Avenue and 10th Street. The petition site, along with the property to the south, are identified as 'Buildings Recommended for Demolition' in order to allow room for the future development. The Master Plan promotes Woodlawn Avenue as an important pedestrian corridor leading into campus. The Master Plan contains future designs for both the east and west sides of Woodlawn Avenue.

ISSUES:

Surrounding Zones and Uses: The property is surrounded on three sides by Institutional (IN) zoned property that is owned and operated by Indiana University. The surrounding IN parcels are part of the larger Indiana University campus. All of the properties on the east side of Woodlawn Avenue from East Atwater Avenue to East 17th Street are zoned IN. The properties directly west of the petition site, on the west side of Woodlawn Avenue, are zoned Residential Core (RC) and contain a single-family residence and a two-unit multi-family residence. There is no RH zoning immediately adjacent to the petition site, or in the surrounding area. The nearest Residential Multifamily (RM) zoning, which is a less dense multifamily zoning, is approximately 360 feet southwest of the petition site, fronting on East 10th Street.

Approval of the rezone would create a non-contiguous island of RH zoning on one property.

Density: The current apartment building has six 2-bedroom apartments and one 3-bedroom apartment for a total of 4.96 DUEs on the property, which is equal to 22.55 units per acre. The parcel is .20 acres, which would allow for 3 DUEs if the property was zoned RH, or 15 units per acre. The current development exceeds the density that would be allowed if the property was zoned RH. The existing building, and density, can remain on the property in its current state because it is lawful nonconforming. If the building were removed, a replacement building could not contain the density that currently exists on the site.

ISSUES DISCUSSED AT PLAN COMMISSION:

1. An issue was raised by a member of the public during public comment to which staff wanted to draw attention. There are a number of lawful nonconforming multi-family buildings in the RC zoning designation, some in the immediate area. These sites have been lawful nonconforming in a single-family residential district since 1995. This fact furthers staff opinion that RH is not the appropriate zoning designation for the site. If Council determines that IN is no longer the appropriate zone for the petition property, staff believes that a discussion of rezoning to RC is appropriate, as a continuation of the

zoning district from the west.

2. The status of the development is lawful nonconforming. Staff clarified to the Plan Commission the implications of this status.

a. If the building was burned down, application for a building permit would need to be made within six months in order to rebuild. The UDO reference is below.

> "20.08.120 Structure Damaged or Destroyed
> A lawful nonconforming structure or a structure which contains or is associated with a lawful nonconforming use, which has been partly or completely destroyed or removed by accidental cause, including Acts of God, may be replaced, provided the owner or agent makes application for a Building Permit within six (6) months of the date of destruction or removal. The replacement structure must be placed on the footprint of the old structure, may not be higher than the old structure, and shall be substantially the same architecture and constructed of similar materials, unless any deviation would bring the structure or use into or closer to compliance with the regulations of this Unified Development Ordinance, to the extent possible and to the extent permitted by building code or other applicable regulation."

b. Regular maintenance, including window replacement, utility and appliance upgrade, and some wall rearrangement is permitted. The UDO reference is below.

> "20.08.130 Repair
> Nothing in *Section 20.08.130; Repair* shall be interpreted to prevent normal maintenance and repair of lawful nonconforming structures or structures which contain or are associated with lawful nonconforming uses. Normal maintenance and repair does not include the razing of walls to the foundation and rebuilding, nor does it include altering a structure which contains a lawful nonconforming use in any way which results in additional bedrooms or other habitable space. Minor changes to a lawfully nonconforming sign shall be permitted only where necessary in order to keep the sign in good and safe repair and operating condition; such changes may include replacement of supports with different materials or design, but shall not include any enlargement to the dimensions of such supports or any increase in the number of such supports."

c. Staff used .22 acres as the lot size, per the parcel data received from the County Assessor. Upon further review, the legal deed for the property showed it to be only .20 acres. Staff confirmed this acreage with Auditor and Assessor staff.

The petitioner's representative stated that if this property is rezoned to RH, the existing density on the site (or a higher density) could be replicated in a redevelopment through the use of Level Two Incentives from the 20.05.049 Green Development Incentives. The petitioner's representative was using 9660

square feet (.22176 acres), a size derived from the tax statement for the property.

The current density on the site is 4.96 DUEs, assuming that all of the 2-bedroom apartments are under 950 square feet. Level Two Incentives allow for the maximum density of the zone to be increased by 50%. Using the .20 acres from the deed, the maximum density allowed under RH is 3 DUEs. With Level Two Incentives, the maximum is 4.5 DUEs.

Other development standards beyond the density would also make RH development difficult on this site, including 15 foot front, side, and rear yard setbacks; 50% lot impervious surface requirement; and parking setbacks of 20 feet behind the primary structure's front building wall and 10 feet side and rear yard setbacks. RH development on this lot would likely require multiple development standards variances.

This development can continue as a lawful nonconforming use and regular maintenance, and even extensive remodel within the bounds of 20.08.130, is permitted under the existing zone.

3. The Plan Commission requested clarification on the reason for the changes to the private property owner provision in the Institutional zoning district after the 1973 code.

Staff did not find an answer specific to this particular code change. However, staff does note that 20.01.060 of the current code repeals all former codes, including the 1973 code and amendments. The current code makes no special provision for privately owned property in IN, and the previous two codes did not, either. The code reference is below.

> "20.01.060 Repeal of Preexisting Ordinances
> The following City ordinances are hereby repealed and are replaced by this Unified Development Ordinance and Official Zoning Map:
>
> > (a) The City of Bloomington Zoning Ordinance of 1995, Ordinance No. 95-21, as amended.
> > (b) The City of Bloomington Official Zoning Map of 1995, incorporated in and adopted as a part of Ordinance No. 95-21, as amended.
> > (c) The City of Bloomington Subdivision Control Ordinance of 1973, Ordinance No. 73-3, as amended."

4. The Plan Commission requested the process for the property to be rezoned to IN in the future if the RH rezone is approved.

If the property is rezoned to RH, a petitioner who wants to rezone the property to IN would need to go through the same process of filing a rezone request to be heard by both the Plan Commission and the City Council. The zoning designation becomes moot for the purpose of regulation if Indiana University purchases the property, as this institution is not subject to local planning jurisdiction.

CONCLUSION: Staff does not promote rezoning this property to a non-contiguous zone for the purpose of matching the zoning to the existing use. Rezoning the property to a district different than all neighboring property is 'spot zoning' and does not further the goals of either the GPP or the Indiana University Master Plan. The use can continue to operate on the property in its current state as a lawful nonconforming use without the rezone. The site has never been zoned for multi-family use and the RH zoning district is not the appropriate zone for this site.

RECOMMENDATION: The Plan Commission voted 7-1 (Wisler) to forward this petitioner to the Common Council with a negative recommendation.

BLOOMINGTON PLAN COMMISSION **CASE #: ZO-22-16**
STAFF REPORT **DATE: December 5, 2016**
LOCATION: 900-902 E. Cottage Grove Avenue

PETITIONER: Douglas M. McCoy
P.O. Box 3071, Bloomington

CONSULTANT: Michael L. Carmin
116 W. 6th Street Suite 200, Bloomington

REQUEST: The petitioner is requesting to rezone 0.22 acres from Institutional (IN) to Residential High-Density Multifamily (RH).

BACKGROUND:

Area:	0.22 acres
Current Zoning:	IN
GPP Designation:	Public/Semi-Public/Institutional
Existing Land Use:	Dwelling, Multi-Family
Proposed Land Use:	Dwelling, Multi-Family
Surrounding Uses:	North – Indiana University (Office)
	West – Dwelling, Single-Family and Dwelling, Multi-Family
	East – Indiana University (Parking)
	South – Indiana University (Office)

SINCE THE LAST MEETING:
Some questions and issues were raised at the November hearing by Plan Commissioners and the petitioner's representative. Staff has addressed those questions and issues below.

1. The status of the development as legal nonconforming is accurate. A few items require further clarification.

    a. It was stated that if the building burned down, it would have to be re-built within six months per the UDO. Staff mentioned that this was false at the hearing, and the code reference is below. Application for a building permit would need to be made within six months.

    20.08.120 Structure Damaged or Destroyed
    A lawful nonconforming structure or a structure which contains or is associated with a lawful nonconforming use, which has been partly or completely destroyed or removed by accidental cause, including Acts of God, may be replaced, provided the owner or agent makes application for a Building Permit within six (6) months of the date of destruction or removal. The replacement structure must be placed on the footprint of the old structure, may not be higher than the old structure, and shall be substantially the same architecture and constructed of similar materials, unless any deviation would bring the structure or use into or closer to compliance with the regulations of this Unified Development Ordinance,

to the extent possible and to the extent permitted by building code or other applicable regulation.

b. It was stated that the building could not undergo regular maintenance. This is also inaccurate, and the UDO reference is below.

20.08.130 Repair
Nothing in *Section 20.08.130; Repair* shall be interpreted to prevent normal maintenance and repair of lawful nonconforming structures or structures which contain or are associated with lawful nonconforming uses. Normal maintenance and repair does not include the razing of walls to the foundation and rebuilding, nor does it include altering a structure which contains a lawful nonconforming use in any way which results in additional bedrooms or other habitable space. Minor changes to a lawfully nonconforming sign shall be permitted only where necessary in order to keep the sign in good and safe repair and operating condition; such changes may include replacement of supports with different materials or design, but shall not include any enlargement to the dimensions of such supports or any increase in the number of such supports.

c. It was stated that if this property is rezoned to RH, the existing density on the site (or a higher density) could be replicated in a redevelopment through the use of Level Two Incentives from the 20.05.049 Green Development Incentives. Assuming the legal lot size is 0.22 acres, this is false. The current density on the site is 4.96 DUEs, assuming that all of the 2-bedroom apartments are under 950 square feet. Level Two Incentives would allow for the maximum density of the zone to be increased by 50%. The maximum density on the site allowed under RH is 3.3 DUEs. An additional 50% would only net 4.95 DUES.

Other development standards beyond the density would also make RH development difficult on this site, including 15 foot front, side, and rear yard setbacks; 50% lot impervious surface requirement; and parking setbacks of 20 feet behind the primary structure's front building wall and 10 feet side and rear yard setbacks. RH development on this lot would likely require multiple development standards variances.

This development can continue on as a legal nonconforming use and regular maintenance, and even extensive remodel within the bounds of 20.08.130, is permitted under the existing zone.

2. How or why was the provision for private property owners in IN zones removed after the 1973 code?

Staff did not find an answer specific to this particular code change. However, staff does note that 20.01.060 of the current code repeals all former codes, including the 1973 code and amendments. The current code makes no special provision for privately owned property in IN, and the previous two codes did not, either. The code reference is below.

20.01.060 Repeal of Preexisting Ordinances

The following City ordinances are hereby repealed and are replaced by this Unified Development Ordinance and Official Zoning Map:

(a) The City of Bloomington Zoning Ordinance of 1995, Ordinance No. 95-21, as amended.
(b) The City of Bloomington Official Zoning Map of 1995, incorporated in and adopted as a part of Ordinance No. 95-21, as amended.
(c) The City of Bloomington Subdivision Control Ordinance of 1973, Ordinance No. 73-3, as amended.

3. What is the process to rezone to IN if this property is rezoned to RH?

If the property is rezoned to RH, a petitioner who wants to rezone the property to IN would need to go through the same process of filing a rezone request to be heard by both the Plan Commission and the City Council. The zoning designation becomes moot for the purpose of regulation if Indiana University purchases the property, as this institution is not subject to local planning jurisdiction.

REPORT: The property is located at 900-902 E. Cottage Grove Avenue. The property is zoned Institutional (IN). Surrounding land uses to the north, south, and east are office buildings and parking associated the School of Informatics on the Indiana University campus. The adjacent uses to the west are Dwelling, Multi-Family and Dwelling, Single-Family. The site has been developed with a seven unit apartment building and accessory parking.

The petitioner is requesting to rezone the property from Institutional (IN) to Residential High-Density Multifamily (RH). The rezone is requested because 'Dwelling, Multi-Family' is not an approved use in the IN zone and that is the current and historic use of the property. The apartment building on the property was built in the 1960s. It contains six 2-bedroom apartments and one 3-bedroom apartment. The use is considered lawfully non-conforming, as it was in place prior to the zoning code. This is more colloquially referred to as a 'grandfathered' use. The current density on the property exceeds that which would be allowed by the UDO if the property was zoned RH. The property has limited parking on the west and east sides of the building. No plan for development on the site has been submitted at this time or is anticipated.

Indiana University, adjacent property owner on three sides, submitted an objection to the rezone request. The letter is included in this packet.

GROWTH POLICIES PLAN: This property is designated as 'Public/Semi-Public/Institutional.' The GPP notes that 'Public/Semi-Public/Institutional' is designed to provide adequate land to support compatible government, non-profit and social service land use activities. These use areas are distributed community-wide and encompass schools, including Indiana University. This property is surrounded on three sides by Indiana University property.

INDIANA UNIVERSITY BLOOMINGTON MASTER PLAN: This portion of Woodlawn Avenue is part of the Woodlawn and Tenth Street Neighborhood in the Master Plan. The petition site is planned as part of a new mixed-use academic building with frontage on Woodlawn Avenue and 10th Street. The petition site, along with the property to the south, are identified as 'Buildings Recommended for Demolition' in order to allow room for the future development. The Master Plan promotes Woodlawn Avenue as an important pedestrian corridor leading into campus. The Master Plan contains future designs for both the east and west sides of Woodlawn Avenue.

ISSUES:

Surrounding Zones and Uses: The property is surrounded on three sides by Institutional (IN) zoned property that is owned and operated by Indiana University. The surrounding IN parcels are part of the larger Indiana University campus. All of the properties on the east side of Woodlawn Avenue from East Atwater Avenue to East 17th Street are zoned IN. The properties directly west of the petition site, on the west side of Woodlawn Avenue, are zoned Residential Core (RC) and contain a single-family residence and a two-unit multi-family residence. There is no RH zoning immediately adjacent to the petition site, or in the surrounding area. The nearest Residential Multifamily (RM) zoning, which is a less dense multifamily zoning, is approximately 360 feet southwest of the petition site, fronting on East 10th Street.

Approval of the rezone would create a non-contiguous island of RH zoning on one property.

Density: The current apartment building has six 2-bedroom apartments and one 3-bedroom apartment for a total of 4.96 DUEs on the property, which is equal to 22.55 units per acre. The parcel is .22 acres, which would allow for 3.3 DUEs if the property was zoned RH, or 15 units per acre. The current development exceeds the density that would be allowed if the property was zoned RH. The existing building, and density, can remain on the property in its current state because it is lawfully non-conforming. If the building were removed, a replacement building could not contain the density that currently exists on the site.

CONCLUSION: Staff does not promote rezoning a property to a non-contiguous zone for the purpose of matching the zoning to the existing use. Rezoning the property to a district different than all neighboring property is 'spot zoning' and does not further the goals of either the GPP or the Indiana University Master Plan. The use can continue to operate on the property in its current state as a lawfully non-conforming use without the rezone. The site has never been zoned for multi-family use and the RH zoning district is not the appropriate zone for this site.

RECOMMENDATION: Staff recommends a recommendation of denial of this petition to City Council.

AMENDED PETITIONER'S STATEMENT

Douglas M. McCoy petitions the City of Bloomington to rezone property located at 900-902 E. Cottage Grove Avenue, Bloomington, Indiana from Institutional (IN) to Residential High-density Multi-family (RH).

Current Zoning: Institutional

Proposed Zoning: RH Multi-family

Real Estate:

All that part of Lot number One Hundred and Twenty-two (122) in University Park, the same being a subdivision of a part of the Northeast Quarter of Section 33, Township 9 North, Range 1 West, in said County and State, as is included in the following boundaries, to wit: Beginning at the northwest corner of said Lot; running thence East one hundred and thirty-two (132); thence South sixty-six (66) feet; thence West one hundred thirty-two (132); thence North sixty-six (66) feet to the place of beginning.

Parcel: 013-49660-00

Acreage: 0.20 acres

Current and Proposed Development:

The real estate is improved with a single building consisting of six 2-bedroom apartments and one 3-bedroom apartment. The property is fully developed at this time and no changes are planned at this time. The apartment building was constructed in 1968 and has been in continuous use as a multi-family rental since the construction of the building. Petitioner seeks to continue the multi-family use.

Surrounding Uses:

The surrounding property northeast and southwest is zoned institutional. The properties consist of Indiana University classroom and office buildings to the north, east and south. West of the property is zoned RC and consists of a mixture of single family rental properties and multi-family rental properties. The neighborhood west of the property is predominantly residential rental properties.

Indiana University was notified of the intent to file the zoning petition and received mailed notice as an adjacent property owner.

Vehicular Access.

The property is the southeast corner of the intersection of E. Cottage Grove Avenue and N. Woodlawn Avenue. On-site parking is provided on the east and west sides of the building with direct access to Woodlawn Avenue and E. Cottage Grove Avenue.

Permitted Uses:

The IN zone permits, among other listed permitted uses, fraternity and sorority houses, government offices and operations, group homes, community and public building uses, including: library, museum, parking structures, places of worship, post office and recreation center. Also permitted are schools, universities and colleges, and utility facilities. Multi-family uses, apartment rentals, are not a permitted use in the IN zone.

The RH zone has certain overlapping uses with the IN zone, including: group homes, community center, park, utility substation and transmission facility, but adds multi-family dwelling uses not identified as permitted uses in the IN zone.

Petitioner's Intent:

Petitioner requests rezoning to RH as the appropriate zone for the current and historic use of the property since 1968 as a seven apartment, multi-family dwelling.

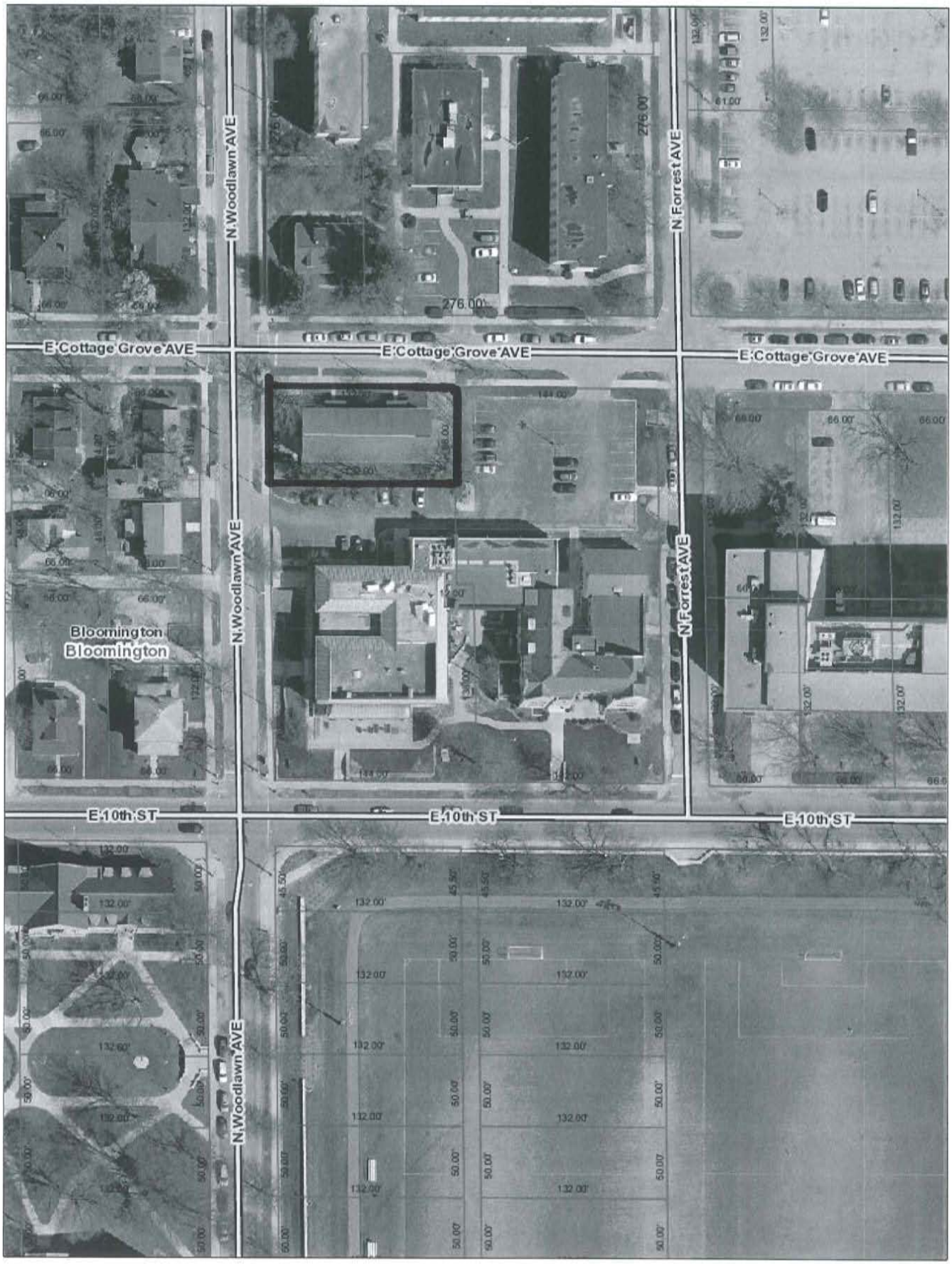
Process:

Petitioner requests waiver of a second Plan Commission hearing on this Petition.

Michael L. Carmin,
Attorney for Petitioner, Douglas M. McCoy

399425 / 23866-1

N Park AVE
N Woodlawn AVE
N Forrest AVE
E 11th ST
E Cottage Grove AVE
E 10th ST
Bloomington
Bloomington
ZO-22-16 Petitioner Site Plan



ZO-22-16 Petitioner Site Plan

ZO-22-16 Petitioner Site Plan

City of Bloomington
Planning & Transportation

By: thompsol
13 Sep 16

60 0 60 120 180

N

Scale: 1" = 60'

For reference only; map information NOT warranted.

INDIANA UNIVERSITY
REAL ESTATE DEPARTMENT
Bloomington

October 31, 2016

Bloomington Plan Commission
City of Bloomington
401 North Morton Street
Bloomington, IN 47404

Re: Indiana University – objection to rezone petition of 900-902 East Cottage Grove

Dear Commissioners:

Indiana University hereby submits its support to the City staff's position that the rezone petition for 900-902 East Cottage Grove be denied. First, the Growth Policies Plan contemplated that Institutional Zoning would be preserved in this area, which is primarily property owned by Indiana University. Second, this petition would be a clear case of "spot zoning" as all other properties in the immediate area are zoned Institutional. Third, Indiana University has recently invested significant resources in the area, including the improvement of Woodlawn Avenue and the current construction of a new $40 million building, Luddy Hall, immediately across the street from the subject site. Therefore, Indiana University is concerned with the potential outcomes that a rezone would create for this site and supports the City staff's recommendation of a denial of the rezone petition.

Kind regards,

Jason R. Banach
University Director of Real Estate

cc: Mike Carmin
Christy Langley
James Roach

ZO-22-16 Neighbor Remonstrance

1800 N. Range Road Bloomington, IN 47408 (812) 855-4100 fax (812) 855-1156

RESOLUTION 17-01

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

WHEREAS, in 1998 the City of Bloomington ("City") and Monroe County Government ("County") entered into an inter local cooperation agreement ("Agreement") to operate a combined emergency dispatch center, known currently as the Monroe County Central Emergency Dispatch Center ("Dispatch Center"); and,

WHEREAS, the Agreement was amended previously on two occasions, in 2003 to increase staffing numbers and to amend provisions related to the Policy Board, and in 2007 to provide for annual, automatic renewal of the Agreement; and,

WHEREAS, the Parties collaborated to build and equip a new, state-of-the-art facility to house the Dispatch Center, which opened its doors in 2014, and the Agreement was amended to reflect this development; and,

WHEREAS, the Parties recognize that the Agreement will need to be periodically amended to capture the nature of the Parties' equal partnership and commitment to sharing the costs of operating and funding of the Dispatch Center.

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

Section I. The Common Council of the City of Bloomington hereby approves the Fourth Amendment to the Interlocal Cooperation Agreement between the City of Bloomington and Monroe County for operation of the Monroe County Central Emergency Dispatch Center, and authorizes the Mayor and the Clerk of the City of Bloomington to execute the Agreement.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2017.

_____
, 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 _____, 2017.

SIGNED and APPROVED by me upon this _____ day of _____, 2017.

_____
JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

This resolution authorizes execution of the Fourth Amendment to the lnterlocal Cooperation Agreement between the City of Bloomington and Monroe County for the operation of the Monroe County Central Emergency Dispatch Center. The Agreement a) recognizes the differing contributions made by the City to build and Monroe County to equip the new Dispatch Center opened in 2014, b) provides that the parties will continue to share in operational expense of the Dispatch Centers, c) provides that those employees of the Dispatch Center employed by the County will be transferred to the City so that all Dispatch Center employees will be City employees, and d) provides a mechanism for equalization of the contributions made by the parties. The Agreement further provides for equitable sharing of 911 funds distributed by the State of lndiana to Monroe County, which are intended to be used solely for dispatch operations, and recognizes the additional distribution from the State of Indiana from a Local Income Tax (LIT) levy, which shall be used in part for dispatch operations.

CITY OF BLOOMINGTON
LEGAL DEPARTMENT
MEMORANDUM

TO: **Members of the Common Council of the City of Bloomington**

FROM: **Philippa Guthrie, Corporation Counsel**
Jeff Underwood, Controller

CC: **Dan Sherman, Council Administrator/Attorney**

RE: **New Dispatch Interlocal Agreement**

DATE: **December 19, 2016**

Since 1998, the City and Monroe County have cooperated to operate the Monroe County Central Emergency Dispatch Center, commonly known as "Dispatch" or "Central Dispatch." When Dispatch outgrew its previous location at the Bloomington Police Headquarters, the parties collaborated to design, construct, and equip the new Central Dispatch facility, which opened in July 2014.

The specifics of the City and Monroe County's cooperation have been outlined in an Interlocal Agreement. One of the key issues addressed in the Interlocal Agreement is how the City and Monroe County share in the costs of Dispatch. With the passage of the Local Income Tax ("LIT") earlier this year (which included an allocation to Dispatch), it is necessary to amend the Interlocal Agreement to reflect the new manner in which Dispatch will be funded. As a result of the LIT, other items relating to funding (such as the budget approval process, the manner in which expenses are paid, and addressing excesses and shortfalls) have also been revised.

The Interlocal Agreement also addresses how Dispatch is staffed. Historically, some dispatch personnel had been employees of Monroe County, while others had been employees of the City. This Interlocal Agreement would make all Dispatch personnel employees of the City, though personnel costs—like all other costs associated with Dispatch—will continue to be shared equally between the City and Monroe County.

A few other changes were made to the Interlocal Agreement to eliminate unnecessary background information, clarify language and refine the make-up and role of the Policy Board.

As a final matter, the Mayor and the County Commissioners agreed that the agreement should be for one year only in 2017. Up to this point, the Interlocal has had no specific term. There were enough changes with significant practical implications, e.g. County employees moving to the City, that the parties wanted to evaluate how the new arrangement was working after one year.

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, 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, 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, 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.

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 and beyond: (1) Public Safety Answering Point COIT/LIT and (2) 911 Funds from the State of Indiana (collectively "Dispatch Funds").

The County Council shall receive the budget no later than the Thursday before the second Tuesday in August. A Policy Board representative shall present the budget to the Monroe County Council. The 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 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.

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").

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 4 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 COIT/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 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. 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 for expenses incurred in 2017, 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. 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 dispatch personnel, one (1) part-time dispatch personnel, 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 4.

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 4.

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 4.

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 4.

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. <u>Meeting of the Policy Board</u>: 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. <u>Powers and Duties of the Policy Board</u>: 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 4 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;

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 approve and to present a unified budget to the County Council and the Common Council of the City of Bloomington.

J. To participate in and affirm the appointment of the Telecommunications Manager.

<u>ARTICLE V</u>
<u>OVERSIGHT BOARD</u>

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

Section 2. <u>Meetings</u>: 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. <u>Powers and Duties of Oversight Board</u>: 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 twenty-five (25) 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.

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 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.

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 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.

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 (Central Emergency Dispatch Center) Agreement as of the date first set forth.

COUNTY OF MONROE, INDIANA
BOARD OF COMMISSIONERS

_____
Patrick Stoffers, 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, President

ATTEST:

_____
Nicole Bolden, Clerk
City of Bloomington

Material Regarding:

<u>Res 17-02</u> (Approving Collective Bargaining Agreement with Firefighters, Local 586) and
<u>Ord 17-02</u> (Amending the Applicable Salary Ordinances to Reflect Changes in 2017 Salaries as a Result of the New Agreement and a Pay Adjustment for Fire Inspectors)

- Memo from Philippa Guthrie, Corporation Counsel – Re: Collective Bargaining Agreement
- Memo from Philippa Guthrie, Corporation Counsel – Re: Adjustment in Pay for Fire Prevention Officers Regarding On-Call duties

Contact:

- *Philippa Guthrie at 812-349-3426, <u>guthriep@bloomington.in.gov</u>*

- **<u>Res 17-02</u>** To Approve and Authorize the Execution of a Collective Bargaining Agreement between the City of Bloomington and the Bloomington Metropolitan Professional Firefighters, Local 586

  - Collective Bargaining Agreement Between City and Bloomington Metropolitan Professional Firefighters, Local 586

    Please note that a strike-through version annotating changes from previous agreement is available in the Council Office.

- **<u>Ord 17-02</u>** To Amend <u>Ordinance 16-25</u>, <u>Ordinance 16-26</u>, and <u>Ordinance 16-45</u> Which Fixed the Salaries of Officers of the Police and Fire Departments and Which Fixed the Salaries of Appointed Officers, Non-Union, and A.F.S.C.M.E. Employees for the City of Bloomington for the Year 2017 - Re: Reflecting Collective Bargaining Agreement Affecting Positions in the Fire Department and Resolution of Grievance Affecting Positions in the Fire Prevention Division

MEMORANDUM

CITY OF BLOOMINGTON LEGAL DEPARTMENT

TO: **Common Council**
FROM: **Philippa Guthrie, Corporation Counsel**
RE: **Collective Bargaining Agreement – Bloomington Metropolitan Firefighters**
DATE: **December 21, 2016**

INTRODUCTION

On December 11, 2016, the Bloomington Metropolitan Professional Firefighters Union, Local 586 (hereafter "BMPF") voted in favor of a new collective bargaining agreement negotiated between the administration and BMPF's negotiating team. The new agreement represents a settlement of bargainable terms under Bloomington Municipal Code § 2.34. The Union and the administration are asking the Council to review and approve the contract.

BACKGROUND

During the last nine months, the administration and BMPF's bargaining teams worked together to reach terms on a collective bargaining agreement. Both sides worked diligently and bargained in good faith. The negotiations were fair, amicable, and productive. Late in October, the parties reached an agreement in principle. The parties' legal teams were able to reduce the agreed-upon terms to writing in November, and on December 11, 2016, a majority of BMPF's members voted in favor of the agreement. The attached contract represents a four-year settlement of terms covering years 2017, 2018, 2019, and 2020. The administration recommends that the City Council approve the proposed collective bargaining agreement.

SUBSTANTIVE CHANGES

The agreement contains several changes that will have a direct fiscal impact on the City. Staff estimates the expense of the attached agreement at $836,765. Significant substantive changes to the contract are described and enumerated below.

Base Salary

The parties agreed to two percent (2%) base salary increases during each year of the contract. In the current fiscal climate, two percent is a significant increase that was only possible due to a timely reduction to the City's mandatory pension contribution for firefighters.

Longevity

The proposed agreement increases longevity pay by $500 for firefighters with twenty or more years of service. The additional increase is significant for BMPF, as firefighters' pensions are

calculated using a combination of base pay and twenty years longevity. From the administration's perspective, the increase both encourages the retention of experienced employees and provides a retirement benefit to its firefighters.

Changes to Rank Structure

The contract contains some significant changes to the Department's rank structure. First, the rank formerly designated as "Sergeant" has been retitled "Chauffeur." In the coming weeks, staff will be working to recraft duties assigned to Chauffeurs to bring the Department more in line with national standards.

Also, the proposed contract changes the categories of command appointments and increases the pay associated with certain categories. Again, these changes are designed to create a more coherent command structure and to bring the Department in line with national standards.

Quartermaster System

The implementation of a quartermaster system represents the contract's most significant change. Previous collective bargaining agreements afforded members an annual clothing allowance of $1,600. Members were responsible for using their clothing allowance to procure firefighting gear, uniforms, and other incidental Department items. This contract reduces members' clothing allowance to $450 and transfers the responsibility for procuring firefighting gear to the Department.

The Department will now own, inspect, and maintain members' gear in what is known as a quartermaster system. Quartermaster systems are standard nationwide and present several benefits. First, the City, which will be purchasing gear in bulk, will be able to leverage lower prices. Second, the Department can set a high standard for all personal protective equipment and ensure that no firefighter wears substandard gear. Lastly, the Department will be able to procure and maintain a backup set of gear for every member of the Department so that every firefighter will have access to gear even when his/her first-line equipment is being cleaned or is otherwise out of commission. Staff will begin implementing the quartermaster system immediately and will have the transition completed in five years or less.

Note that while all personal protective equipment will be provided by the Department, individual firefighters will continue to be responsible for procuring their own uniforms and other incidentals. Members will use their reduced clothing allowance to continue to cover these expenses.

Kelly Days and Vacation Days

The contract implements a Kelly Day system. A Kelly Day is an assigned paid-day off for firefighters that is deliberately scheduled by the Department so as to reduce the Department's overtime burden. Like quartermaster systems, Kelly Days are common in departments around the country. This contract grants firefighters eight Kelly Days per year.

In exchange for eight new paid Kelly Days off, the administration and BMPF negotiated the removal of four vacation days from the contract. In order to reduce the burden to members presented by the removal of these four vacation days, the parties agreed to split vacation days in half so that vacation days may be used in 12-hour increments.

Contractual Overtime

Previous contracts included a $25 contractual overtime rate for firefighters (sometimes referred to as "unscheduled duty pay"). This contract eliminates contractual overtime.

Firefighters will lose relatively little income with this change, as every non-probationary firefighter's federally-mandated overtime rate exceeds the $25 contractual rate. On the other hand, the elimination of the contractual overtime rate will greatly assist City staff. The $25 contractual rate created administrative headaches. Staff often had to manually calculate a particular employee's overtime compensation in order to rectify the difference between an employee's federally-mandated overtime rate and the contractual overtime rate. With the removal of contractual overtime, the City's financial software will be able to fully compute firefighters' overtime compensation.

The elimination of contractual overtime pay will both reduce the burden on staff and greatly diminish the possibility of a mistake by eliminating the need for manual overtime computation.

CONCLUSION

After months of negotiations, the administration is satisfied that terms of the new collective bargaining agreement are fair to all parties. BMPF membership has approved to the new contract and the administration recommends that the Common Council do the same.

MEMORANDUM

CITY OF BLOOMINGTON LEGAL DEPARTMENT

TO: **Common Council**
FROM: **Philippa Guthrie, Corporation Counsel**
RE: **Fire Prevention Division Grievance Resolution**
DATE: **December 21, 2016**

INTRODUCTION

On December 6, 2016, the three members of the Fire Department's Fire Prevention Division submitted a grievance regarding mandatory on-call status. On December 12, 2016, a proposed resolution was reached with the members under which the members would be paid $100 per week spent on on-call status. The Fire Department is asking the Council to approve the resolution.

BACKGROUND

In order to respond to after-hours calls requiring fire investigation or fire inspection expertise, members of the Fire Prevention Division are required to be on-call every third week. During on-call status, members must remain at or near their homes and must refrain from any activity that could render them incapable of conducting an investigation or inspection.

Members of the Prevention Division are not compensated for on-call status. In the event that an on-call member is called in, the member is compensated for the hours he/she actually works. However, members are not currently compensated just for remaining on-call.

As the grievance noted, other City employees are compensated for on-call status. For example, detectives are compensated for remaining on-call, and various A.F.S.C.M.E. employees are compensated for time spent on-call.

PROPOSED RESOLUTION

In response to the grievance, Chief Moore met with members of the Prevention Division and discussed the grievance with personnel at City Hall. Chief Moore proposed compensating Prevention Division personnel $100 for every week spent on-call. Prevention personnel agreed to Chief Moore's proposed resolution.

CONCLUSION

In order for the resolution to take effect, the Council must amend Ordinance 16-25, Ordinance 16-26, and Ordinance 16-45. The Fire Department recommends that the Council pass the proposed amendment so that Chief Moore's proposed resolution may be fully implemented.

RESOLUTION 17-02

TO APPROVE AND AUTHORIZE THE EXECUTION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND THE BLOOMINGTON METROPOLITAN PROFESSIONAL FIREFIGHTERS, LOCAL 586

WHEREAS, Chapter 2.34 of the Bloomington Municipal Code establishes a procedure for Firefighters Collective Bargaining; and

WHEREAS, the City and the Bloomington Metropolitan Professional Firefighters, Local 586 have negotiated and reached agreement on provisions for a collective bargaining agreement to commence January 1, 2017 and to conclude December 31, 2020; and

WHEREAS, it is in the best interests of the City to approve and execute the agreement;

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

The Common Council hereby approves and authorizes the execution of the Collective Bargaining Agreement between the City of Bloomington and the Bloomington Metropolitan Firefighters, Local 586, a copy of which Agreement is attached hereto and made a part hereof.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2017.

_____
, 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 _____, 2017.

_____
NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of _____, 2017.

_____
JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

This resolution approves and authorizes the execution of a four-year Collective Bargaining Agreement between the City of Bloomington and the Bloomington Metropolitan Professional Firefighters, Local 586.

COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
AND THE BLOOMINGTON METROPOLITAN FIREFIGHTERS,
LOCAL 586

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COLLECTIVE BARGAINING AGREEMENT
BETWEEN THE CITY OF BLOOMINGTON
AND THE BLOOMINGTON METROPOLITAN FIREFIGHTERS, LOCAL 586

ARTICLE I. Terms, Conditions and Definitions

A. Agreement Terms and Conditions

This Agreement between the parties constitutes a four (4) year settlement of all bargainable issues, as defined in Bloomington Municipal Code §2.34, and following, for calendar years 2017, 2018, 2019, and 2020. It is understood and expressly agreed by the parties that all terms and conditions in this Agreement are contingent on and subject to the following conditions:

(1) Receipt in each and every year of the Agreement (2017, 2018, 2019, and 2020) by the Civil City of Bloomington of no less than one million, two-hundred thousand ($1,200,000.00) dollars from the Utility Department of the City of Bloomington in satisfaction of what is commonly known as the "Interdepartmental Agreement."

(2) The City of Bloomington being legally authorized in each and every year of the Agreement (2017, 2018, 2019, and 2020) to increase its ad valorem property tax by a minimum of at least three percent (3%) rate of growth over the previous year's maximum permissible ad valorem property tax levy, and a maximum increase equal to the total non-farm personal income growth multiplied by the maximum permissible ad valorem property tax levy for the preceding year (beginning with fiscal year 2017) as provided for and defined in Ind. Code § 6-1.1-18.5 *et seq.* entitled "Civil Government Property Tax

Controls." The City shall not be required to petition for financial relief as provided for and defined in the above-cited chapter as a prerequisite to showing its inability to increase its *ad valorem* property tax levies in the above-stated amounts.

(3) Receipt in each and every year of the Agreement (2017, 2018, 2019, and 2020) by the Civil City of Bloomington of at least seven million, five-hundred thousand dollars ($7,500,000.00) in certified shares under any local income tax ("LIT") distribution ("LIT Funds") as provided for and defined in Ind. Code §6-3.6-1 *et seq*. entitled "Local Income Taxes." For the avoidance of doubt, LIT Funds shall not include any tax distributions allocated specifically to public safety or the Public Safety Answering Point by ordinance under Ind. Code § 6-3.6 *et seq*.

(4) Any and all changes in State and/or Federal law, policies, procedures, or regulations which have a fiscal impact upon the City of Bloomington shall be fully funded by the source from which such change originates.

In the event that any of the above-stated conditions do not occur, then it is specifically understood and agreed by the parties that the City may declare this Agreement open with respect to the salary rates provided in Article V for all subsequent years covered by this Agreement. The City shall inform the Unit of such declaration in writing. In the event of such declaration by the City, the parties shall immediately as practicable begin new negotiations on the subject of said salary rates only, pursuant to Bloomington Municipal Code §2.34, and following.

In the event that Bloomington Municipal Code §2.34.010 "Recognition" is amended to recognize another union in lieu of the Bloomington Metropolitan Firefighters Local 586, then it is specifically understood and agreed by the parties that all terms and conditions of employment as agreed to in this Agreement shall remain in effect throughout the years covered in this Agreement.

In the event that Bloomington Municipal Code §2.34.040, "Issues Subject to Bargaining," is amended, then it is specifically understood and agreed by the parties that either party may declare this Agreement open with respect to said added issue(s) for all subsequent years covered by this Agreement.

B. <u>Definitions</u>

Anniversary Date: The date employee began work at the Fire Department

Certification: State approved Master Firefighter and/or NFPA certification

City: City of Bloomington

City Day: Personal day for firefighter which is one Tour of Duty

Collective Bargaining Agreement: A legally binding contract between the City and Unit which regulates the terms and conditions of employment

Department: Bloomington Fire Department

NFPA: The National Fire Protection Association

OSHA: Occupational Safety and Health Administration

BMF: The Bloomington Metropolitan Firefighters Local 586

Tour of Duty: The 24-hour shift worked by firefighters in the Department

ARTICLE II. Recognition

This Agreement between the parties is entered into pursuant to and in compliance with Bloomington Municipal Code §2.34, and following.

ARTICLE III. Management Rights

The City retains the responsibility and authority to manage and direct on behalf of the public the operation and activities of the City to the full extent authorized by law. Such responsibility and authority shall include, but not be limited to:

1. **The right to direct the work of its employees;**
2. **The right to establish policy;**
3. **The right to maintain the efficiency of public operations;**
4. **The right to design and implement safety programs for employees;**
5. **The right to design and implement a physical fitness and job training program for employees;**
6. **The right to determine what services shall be rendered to the public and how they can best and most efficiently be rendered;**
7. **The right to determine job content and job descriptions;**
8. **The right to determine, effectuate, and implement the objectives and goals of the City;**
9. **The right to manage and supervise all operations and functions of the City;**
10. **The right to establish, allocate, schedule, assign, modify, change, and discontinue City operations, work shifts, and working hours;**
11. **The right to establish, modify, change and discontinue work standards;**
12. **The right to hire, examine, classify, promote, train, transfer, assign, and retain employees; suspend, demote, discharge, or take other disciplinary action against employees in accordance with applicable law and to relieve**

employees from duties due to lack of work or funds or other legitimate reason;

13. **The right to increase, reduce, change, modify, and alter the composition and size of the work force;**

14. **The right to determine, establish, set and implement policies for the selection, training and promotion of employees;**

15. **The right to create, establish, change, modify, and discontinue any City functions, operation and department;**

16. **The right to establish, implement, modify, and change financial policies, accounting procedures, prices of goods, or services, public relations, and procedures and policies for the safety, health and protection of City property and personnel;**

17. **The right to adopt, modify, change, enforce, or discontinue any existing rules, regulations, procedures and policies which are not in direct conflict with any provision of this Agreement;**

18. **The right to establish, select, modify, change, or discontinue equipment, materials, and the layout and arrangement of machinery;**

19. **The right to determine the size and character of inventories and their disposal;**

20. **The right to determine and enforce employee quality and quantity standards;**

21. **The right to contract, subcontract, merge, sell, or discontinue any function or operation of the City;**

22. **The right to engage consultants for any function or operation of the City;**

23. **The right to sell, transfer, lease, rent or otherwise dispose of any City equipment, inventories, tools, machinery, or any other type of property or service;**

24. **The right to control the use of property, machinery, inventories, and equipment owned, leased or borrowed by the City;**

25. **The location, establishment, and organization of new departments, divisions, subdivisions, or facilities thereof, and the relocation of departments,**

divisions, subdivisions, locations and the closing and discontinuance of the same; and

26. The right to classify jobs and to allocate individual employees to appropriate classifications based upon duty assignments.

The above enumeration of management rights is not inclusive of all such rights and it is understood and agreed by the parties that all rights granted the City by Constitution, statute, charter, ordinance or in any other manner are retained by the City.

ARTICLE IV. <u>Union Rights</u>

1. Dues Check-off. Upon receipt of voluntary, written and signed authorization in such form as complies with Ind. Code §22-2-6-2 from employees who are covered by this Agreement and are members of the Bloomington Metropolitan Firefighters Local 586, the City shall deduct from the earnings of each said employee an amount representing their regular, monthly dues for the preceding month and shall remit such monies, together with the appropriate records to a designated BMF Local 586 official.

2. Bulletin Boards. The BMF Local 586 shall be allowed one bulletin board in each fire station. Additional bulletin boards and locations will be allowed only with the approval of the Fire Chief.

3. Non-discrimination. The City shall not prohibit any employee from joining or refusing to join the BMF Local 586 or any successor recognized under §2.34 of the Bloomington Municipal Code.

4. Time off for Union Business. The City recognizes that information from the International Association of Firefighters benefits the City as well as the Firefighters. To encourage participation in state or national events, the City shall provide the BMF Local

586 with the opportunity to schedule time off for Union Business. During the term of this Agreement, the Union may schedule a maximum of seven (7) Tours of Duty off for use by Union membership during each year of this Agreement. If a member of the Union is elected to a state or national Union office, the member shall be afforded an additional five (5) total tours of duty off for Union business. If more than one member of the Union is elected to a state or national Union office, the Union must divide the additional five (5) tours among all of the members elected to such offices. Union time off may be scheduled in twelve (12) hour, one-half (1/2) tour of duty increments, from the beginning to the middle of the tour of duty, or from the middle to the end of the tour of duty. Absence for Union Business shall be scheduled with the approval of the Chief or the Chief's designee. Such absence may not jeopardize the efficient operations of the Department. The Chief's approval may not unreasonably be withheld. Time spent on Union Business shall be paid as benefit time off, and shall not count as "hours worked" for FLSA purposes.

5. Meetings. The City shall allow Union Meetings to take place in department stations. Union Members who are on duty shall be allowed to attend these meetings. If all stations are permitted to attend simultaneously, the meetings shall be held at Headquarters with a limit of twelve (12) meetings of no more than two (2) hours duration on an annual basis. Provided, however, the efficient operations of the Department shall not be jeopardized by the scheduling of Union Meetings.

ARTICLE V. <u>Basic Salary Ordinance</u>

A. Effective January 1, 2017 the base salary rate for Firefighter 1st Class, Chauffeur and Captain shall increase two percent (2%) and shall be as follows:

Firefighter 1st Class	**$50,964.00**
Chauffeur	**$52,979.00**
Captain	**$57,030.00**

B. Effective January 1, 2018, the base salary rate for Firefighter 1st Class, Chauffeur and Captain shall increase two percent (2%) and shall be as follows:

Firefighter 1st Class	**$51,984.00**
Chauffeur	**$54,038.00**
Captain	**$58,171.00**

C. Effective January 1, 2019, the base salary rate for Firefighter 1st Class, Chauffeur and Captain shall increase two percent (2%) and shall be as follows:

Firefighter 1st Class	**$53,023.00**
Chauffeur	**$55,119.00**
Captain	**$59,334.00**

D. Effective January 1, 2020, the base salary rate for Firefighter 1st Class, Chauffeur and Captain shall increase two percent (2%) and shall be as follows:

Firefighter 1st Class	**$54,084.00**
Chauffeur	**$56,222.00**
Captain	**$60,521.00**

E. <u>PERF</u>. The City shall contribute four percent (4.0%) of the salary of a fully paid first class firefighter to the Public Employees Retirement Fund (PERF) on behalf of each fund member in the Department. These payments are based on the salary of a first class firefighter plus twenty years of longevity and are authorized pursuant to Ind. Code §36-8-8-8.

ARTICLE VI. Longevity/Certification/Appointments/Education Pay

A. Longevity Pay

Additional pay for longevity shall be credited on the firefighter's anniversary date of hire after the completion of years of service as reflected in the chart below.

YEARS OF SERVICE	2014-2016
1	0
2	800
3	800
4	1,100
5	1,100
6	1,400
7	1,400
8	1,400
9	1,400
10	1,400
11	1,400
12	1,400
13	1,400
14	1,700
15	1,700
16	1,700
17	1,700
18	1,900
19	1,900
20+	3,750

B. Certification Pay

Firefighters who have the following certifications shall be eligible for additional compensation in accordance with the table set forth below:

(1) Airport Firefighter
(2) Automobile Extrication Technician
(3) Confined Space Rescue Technician
(4) Driver/Operator Aerial
(5) Driver/Operator Mobile Water Supply
(6) Driver/Operator Pumper
(7) Fire Inspector I
(8) Fire Inspector II
(9) Fire Instructor I
(10) Fire Instructor II/III
(11) Fire Investigator
(12) Fire Officer I
(13) Fire Officer II
(14) Fire Officer III
(15) Fire Officer IV
(16) Fire Officer Strategy and Tactics*

(17) Fire Prevention/Inspection
(18) Fire Service Management
(19) Fire/Arson Investigation
(20) HAZMAT Technician
(21) Rope Rescue Technician
(22) Safety Officer*
(23) Structural Collapse Rescue Technician
(24) Surface Ice Rescue Technician
(25) Swift Water Rescue Technician
(26) Trench Rescue Technician*
(27) Vehicle and Machinery Rescue Technician
(28) Wilderness Rescue Technician
(29) Wildland Fire Suppression

Number	Amount
1	$300
2	$400
3	$500
4	$600
5	$700
6	$800
7	$900
8	$1,000

***The names of these certifications have changed over the years. Firefighters shall be eligible for compensation for equivalent certifications with different names (i.e. Master Strategy and Tactics, Incident Safety Officer, and Trench Technician), but only for either the new or the old certification where the names have changed.**

A maximum of eight (8) certificates, or one thousand dollars ($1,000.00), shall apply. Any and all certifications must be current and on file at Headquarters to receive certification pay. If the State of Indiana modifies its list of certifications during the course of this contract, the parties agree to meet to discuss appending the contract to clarify which certifications will be included as payable.

C. Professional and Command Appointments

Additional pay for professional and command appointments shall be as follows:

Senior Headquarters Captain	$1,400
Rescue Technician	$1,200
Headquarters Captain	$900
Headquarters Sergeant	$900
Engineer	$900
Shift Training Instructor	$800
Shift Investigator	$600

Air Mask Technician	**$600**
Station Captain	**$500**
Sergeant	**$500**

D. <u>Education</u>

Education Pay shall be paid to firefighters with advanced degrees from accredited colleges or universities. Education Pay shall be recognized as either Level 1 or Level 2. Those firefighters, if any, with 2-year Associate degrees shall be classified as Level 1. Those firefighters, if any, with 4-year Bachelor degrees, shall be classified Level 2.

Education Pay shall be paid as follows:

Level 1 . . . Associate 2-year degree	**$500**
Level 2 . . . Bachelor 4-year degree	**$1,200**

E. <u>Other</u>

Maximum additional pay under Sections A through D of this Article shall not exceed four thousand, eight hundred dollars ($4,800.00) annually.

ARTICLE VII. <u>Clothing Allowance</u>

Effective January 1 of each year of this Agreement, each firefighter shall receive a clothing allowance of four-hundred fifty dollars ($450.00). Firefighters shall be required to procure and maintain their uniforms, not including personal protective equipment, with their clothing allowance. Clothing allowance checks will be issued no later than the regularly scheduled payday which falls on or immediately preceding June 15 of each year of this Agreement.

The City shall operate a quartermaster system and shall provide all personal protective equipment necessary for members to perform their duties. Personal protective equipment shall include:

Structural firefighting coat;
Structural firefighting pants;
Structural firefighting boots;
Structural firefighting helmet;
Structural firefighting gloves; and
Structural firefighting protective hood.

Members shall continue to procure and maintain their own uniforms. Uniforms shall include:

Class A dress uniform;
Class B button-up uniform;
Class C work uniform; and
Any other clothing items required by Department regulation or order.

As the City transitions from a clothing allowance model to a quartermaster system, members may be required to continue using their present personal protective equipment until the City is able to provide replacement gear.

ARTICLE VIII. Holiday Pay

For the term of this Contract, employees in the Unit shall receive one-hundred dollars ($100.00) per holiday for each holiday an employee is regularly scheduled to work. Holidays are New Year's Day, Martin Luther King Day, Good Friday, Easter, Memorial Day, July 4, Labor Day, Veteran's Day, Thanksgiving, Christmas, Election Day (when applicable), and Primary Election Day (when applicable). In addition, in any year when there is neither a Primary Election Day nor a General Election Day, the second Monday in October, known as Columbus Day, shall be a holiday for purposes of this Agreement.

ARTICLE IX. Life Insurance

During the term of this Agreement all employees in the Unit shall receive group life insurance in the amount of fifty thousand dollars ($50,000.00); or a total of one hundred thousand dollars ($100,000) in the event of accidental death, the premiums for which shall be paid by the City.

ARTICLE X. Firefighter Health and Safety

It is recognized and agreed by the City and the employees in the Unit that compliance with applicable laws and regulations governing safety and health matters are an important priority. The City will continue to make reasonable provisions in compliance with such laws and regulations for the safety and health of its employees.

If an employee has justifiable reason to believe that the employee's safety and health are in danger due to an alleged unsafe working condition, or alleged unsafe equipment, the employee shall inform the immediate supervisor who shall have the responsibility to determine what action, if any, should be taken.

If an employee is ordered to perform a task in such a manner that the performance of the task would be in direct violation of a specific safety rule or regulation, the employee has the right and responsibility to refuse to perform the task until the hazard has been evaluated and a determination of the hazard has been made.

Employees have the responsibility to communicate their OSHA concerns to their immediate supervisor. Employees may further report continuing OSHA concerns to

higher levels of supervision within the Fire Department, to the Risk Management Division of the City Legal Department, or to IOSHA without fear of reprisal.

ARTICLE XI. Health Insurance/Dental Insurance

Firefighters shall be eligible to participate in the City's group medical/dental insurance plan. The City shall pay the majority of the premium cost, and the firefighter shall pay the same premium rate for coverage as other eligible City employees. The final decision as to scope of coverage and the choice of insurance carrier shall rest with the City. Retired employees shall be eligible for inclusion in the City's group health insurance plan in accordance with State and Federal law. Retired employees shall pay the entire premium. Said payments shall be due and payable at a time and place determined by the City. The premium for retired employees may be different than the premium for active employees.

The City and employees jointly recognize the problem of potential medical premium increases. In the event of premium increases, City and employees shall work cooperatively to manage insurance costs, including the consideration by them of reducing or eliminating coverage for this purpose. Dependent and family dental coverage shall be at the option of the employee and costs for such coverage shall be borne by the employee.

ARTICLE XII. Bereavement

Bereavement leave is available after completion of a firefighter's initial probationary period. If there is a death in the employee's immediate family (spouse, registered domestic partner, mate, child, brother, sister, parent, parent of spouse, the

parent or child of a registered domestic partner, the parent or child of the employee's mate, or step equivalents thereof) necessary time off for the attendance of funeral matters will be approved with pay providing the total absence does not exceed two (2) tours of duty. In the case of the death of an employee's grandparent, grandchild, brother-in-law, sister-in-law, or step equivalents thereof, absence with pay will be approved providing the total absence does not exceed one tour of duty.

Any other absence in connection with funerals of other relatives or friends may be excused using a vacation day or without pay at the discretion of the Chief.

ARTICLE XIII. Unscheduled Duty/Holdover/Mandatory Training

Members shall receive Unscheduled Duty Pay at their regular hourly rate of pay with an established minimum of two (2) hours pay with no maximum limit. Unscheduled duty shall include only instances when a firefighter is called in from off-duty time, and shall not include holdover from an on-duty shift ("end-of shift run"). Holdover time shall be calculated as "time worked" in one-half (1/2) hour increments with no maximum and shall also be paid at a member's regular rate of pay. The two (2) hour minimum shall not apply to holdover duty.

Mandatory Training required by the Department during a firefighter's off-duty time shall also be compensated at a member's regular rate of pay with a minimum of two (2) hours pay and a maximum of eight (8) hours pay. A member shall only be compensated at his/her regular rate of pay for Unscheduled Duty, Holdover, and Mandatory Training until the number of his/her hours worked exceed the applicable Fair Labor Standards Act (FLSA) overtime threshold. Once a member's number of hours worked exceed the

applicable FLSA overtime threshold, the member shall be paid overtime at the rate established by the FLSA.

ARTICLE XIV. <u>Acting Pay</u>

A firefighter in the Unit may be required to perform additional duties in an "acting" capacity due to the illness, vacation, or retirement of another member of the Department. Firefighters shall be compensated for duty served in an "acting" capacity at a higher rank on behalf of a firefighter who is sick or on vacation, but will only receive "acting pay" for the position in the event the "acting" status exceeds sixty (60) consecutive calendar days.

A reassignment payment of ten dollars ($10.00) will be made when a firefighter is transferred from their regularly-assigned Engine, Rescue, Aerial or Truck Company to another Engine, Rescue, Aerial or Truck Company for a period of greater than twelve (12) hours if the reassignment results in the firefighter having to change stations. This payment will be for each full tour of duty on the shift to which they are regularly assigned.

In the event a call back of off-duty personnel is initiated and a "temporary" Engine Company is established for any length of time, the proper call-back pay procedure shall be followed and shall supersede any language of this Article.

If an entire Company is reassigned to another station for any length of time, this will not constitute a change or reassignment as contemplated by this Article XIV, and no reassignment payment will be made. Further, if a reserve or back-up apparatus is placed in service as a front-line apparatus, such change shall not constitute a change or reassignment as contemplated by this Article.

To receive reassignment payment as contemplated by this Article XIV, the affected firefighter must complete a reassignment payment slip and turn it in to the assigned station ranking officer on the date of reassignment. Failure to complete the reassignment slip will result in forfeiture of payment.

ARTICLE XV. <u>Vacation Days and Kelly Days</u>

After having completed twelve (12) months of continuous employment, members of the Unit shall receive tours of duty off for years of continuous active service with the Department as contained in the table below. These vacation days must be taken within the calendar year and may not be accumulated. Vacation must be approved by the firefighter's captain and scheduled with the Battalion Chief in accordance with Department Regulations and/or Orders in order to guarantee the tour of duty off.

Vacation days may be scheduled in either twelve (12) hour, one-half tour of duty increments from the beginning to the middle of the tour of duty or from the middle to the end of the tour of duty; or vacation days may be scheduled for an entire twenty-four (24) hour tour of duty. Vacation days scheduled in twelve (12) hour, one-half tour of duty increments shall count as one-half vacation day used. Approval of vacation days shall be dependent on the number of personnel scheduled off for the tour of duty. Vacation days are afforded for years of continuous active service with the Department in accordance with the table below:

Years of Service	24-hr Tour of Duty
0	0
1	5
2	5

3	**5**
4	**5**
5	**5**
6	**6**
7	**6**
8	**6**
9	**7**
10	**7**
11	**7**
12	**8**
13	**8**
14	**8**
15	**9**
16	**9**
17	**9**
18	**10**
19	**10**
20	**10**
21	**11**
22	**11**
23	**11**
24	**12**
25	**12**
26	**12**

In addition to vacation days, members of the Department shall receive eight additional days, known as Kelly Days, per year. Kelly Days will be scheduled in accordance with Department Regulations and/or General Orders.

ARTICLE XVI. <u>Sickness and Injury</u>

Firefighters of the department shall report sick only when they are suffering from an illness or injury which would prevent them from properly performing their assigned duties. Such report shall be made to the firefighter's captain or battalion chief no less than one (1) hour prior to the reporting time for duty. Members utilizing sick leave shall submit a doctor's statement in accordance with Department Regulations. If a doctor's statement is

required by Department Regulation, the statement shall contain the expected date of return to duty, any limitations of duty and shall be submitted to the Chief's office on the date of the missed tour of duty or as soon as reasonably possible thereafter. To assist management in scheduling and/or reassignment decisions, the firefighter shall contact the firefighter's captain or Battalion Chief prior to the next regularly scheduled tour of duty in order to inform the supervisor of the expected date of return and any limitations of duty. The firefighter shall return to duty as soon as possible after an illness or injury.

The Fire Chief or Board of Public Safety may order a member to consult a physician, psychiatrist, or clinic regarding the physical or psychological condition or for the purpose of obtaining a second opinion. Cost of such diagnostic consultation and/or testing shall be borne by the City. Cost of therapy and/or treatment shall be borne by the firefighter. Reports of diagnostic consultation and/or testing shall be submitted to the Chief or Board.

Firefighters shall be entitled to sick leave with full pay without limitation, subject to processing of medical disability pension status under current Indiana law. Additionally, the City will pay for the medical expenses of the firefighter in accordance with current Indiana law at the time of the illness or injury. Such expenses will be paid by the City to the extent that such expenses are not reimbursed by the firefighter's medical insurance or workers compensation insurance, subject to a maximum liability to the City of the amount of non-reimbursed medical expenses that would have been incurred if the firefighter was on the City's medical insurance plan.

ARTICLE XVII. Layoffs

In the event that the City may find layoffs necessary, they shall notify BMF Local 586, in writing, of the number of sworn personnel to be laid off.

Sworn personnel with the least seniority will be laid off first and recalled last. Sworn personnel that have been laid off will be given the opportunity to return to duty before any new personnel will be hired.

Civilian personnel will not be hired as the result of a layoff to perform any duties previously performed by a firefighter.

ARTICLE XVIII. Negotiation Time

Future contract negotiations, pursuant to Bloomington Municipal Code §2.34, shall be scheduled in a manner to provide that representatives of the Unit will be granted duty time off, with the approval of the Fire Chief, to participate in collective bargaining meetings and negotiations with the City scheduled to occur during duty time. Generally, not more than two (2) Unit members will be excused from the same shift for participation in such meetings. In special circumstances, the Unit may request a third (3rd) member from the same shift be excused. Approval of the Fire Chief will not be unreasonably withheld.

Unit members will not be compensated by the City for time spent in negotiations or union business scheduled during firefighter's off-duty time.

ARTICLE XIX. <u>Labor-Management Committee</u>

The City and employees in the Unit agree to utilize a joint Labor-Management Committee which shall consist of three (3) representatives appointed by the Mayor and three (3) representatives appointed by the Unit. Additionally, one non-voting member shall be mutually selected by the members to serve as the Labor-Management Committee Advisor. This Committee shall meet at least on a quarterly basis, and additionally as requested by either party, in order to discuss any and all facets of the employment relationship. If a majority of the Committee decides as a result of such discussion that a change should be made, then the Committee shall forward such recommendation to the Fire Chief and to the Union President. The Chief may approve the recommendation without Board of Public Safety approval, or shall forward to the Board of Public Safety within thirty (30) days with a positive or negative recommendation or without a recommendation. A copy of the Chief's submission, if any, shall be forwarded to the Union President, who may also provide a recommendation to the Board of Public Safety, with a copy to the Chief. The Board of Public Safety shall consider the matter at its next regularly scheduled meeting.

In the event that a majority of the Committee shall fail to reach an agreement on any proposal after four (4) meetings in which the proposal was subject to good faith discussions, then any three (3) members of the Committee may forward their recommendation to the Fire Chief and Union President to resolve. Within thirty (30) days the Fire Chief and Union President shall resolve the matter or forward it on to the Board of

Public Safety with their recommendations. The Board of Public Safety shall consider the matter at its next regularly scheduled meeting.

The parties recognize and acknowledge that the Board of Public Safety does not have fiscal appropriation powers.

ARTICLE XX. Non-Discrimination

The parties hereto agree that they shall not discriminate against any person because of his or her race, color, sex, disability, sexual orientation, national origin, familial status or ancestry, or any other legally protected classification.

The parties further acknowledge their continuing responsibility affirmatively to seek equal employment practices under the City of Bloomington's Affirmative Action Plan, whereby all employees will be given equal opportunity to be employed in positions which provide the greatest opportunity for use of their skill, ability and experience.

ARTICLE XXI. Personnel Service Records

Inspection of documents contained in an employee's personnel file shall be in accordance with state law. Each employee shall be given a copy of all additions to their file at the time such additions are made or in a reasonable time thereafter.

Complaints determined to be unfounded or those in which the employee was found not be to be involved or is exonerated will not be placed in the employee's personnel file. Sustained complaints will be retained in accordance with state law.

Any adverse personnel action taken by the Board of Public Safety may be considered at any time. Any adverse personnel action taken by the Chief or another

supervisor in the Department may not be considered by the Department beyond three (3) years from the date of the adverse personnel action.

ARTICLE XXII. Agreement Grievance Procedure

Any dispute between the parties arising out of the meaning, interpretation or application of this Agreement shall be resolved in conformity with the following procedures.

The term "work days" as used in this Article shall mean the days Monday through Friday inclusive and excludes Saturdays, Sundays, and holidays on which City Hall is closed.

1. **An aggrieved firefighter shall notify the Battalion Chief, in writing, of a concern or complaint within five (5) working days of its occurrence. The Battalion Chief shall attempt to resolve the matter with the firefighter and firefighter's captain, and shall provide a written response within ten (10) working days of receipt. If the matter is not satisfactorily resolved at this level, then the aggrieved officer may proceed to Step Two of this Procedure by initiating a grievance.**

2. **Any matter not resolved at Step One of this Procedure may be presented, in writing, to the Union Grievance Committee within ten (10) working days of the response of the Battalion Chief. The Union Grievance Committee shall determine if a grievance exists. The Union Grievance Committee shall consist of the three (3) shift stewards and any two (2) Executive Board members. If any member of the committee is involved in the grievance, they shall be replaced by one of the remaining executive board members. Any remaining Executive Board Member shall replace any member of the Committee that is on vacation, city day, or sick leave.**

   After the Union Grievance Committee has met, and decides that a grievance does exist, the Union shall within ten (10) working days, with or without the aggrieved person or persons in the bargaining unit, present the grievance in writing to the Chief of the Fire Department or their designee.

3. **Any grievance forwarded under Step Two of this Procedure shall be presented by the Union Grievance Committee, in writing, to the Chief within ten (10)**

working days. The Chief shall serve a written response upon the President of the Union within ten (10) working days of receipt.

4. **Within ten (10) working days of receipt of the Chief's written response to Step Three, the Union Grievance Committee shall determine whether the grievance shall proceed to Step 4, the Board of Public Safety. Notification shall be made in writing to the Secretary of the Board. The Board shall hear the grievance at the next regularly scheduled meeting to occur at least seven (7) working days after receipt. The parties recognize and acknowledged that the Board of Public Safety does not have fiscal appropriation powers.**

5. **In the event that a grievance is not resolved in Step Four of this Procedure, it may be submitted to non-binding advisory arbitration by the giving of written notice by one party to the other within ten (10) working days of the response of the Board of Public Safety. If such notice is given, the parties shall jointly request the American Arbitration Association to appoint an impartial arbitrator pursuant to its rules. The arbitrator may interpret this Agreement and apply it to the particular issue presented, but shall have no authority to add to, subtract from or in any way modify the terms of this Agreement or any agreement made supplementary hereto. The arbitrator shall, in any case upon which there is power to rule under the provisions of this Agreement, hold hearings upon the issue, make such investigations as deemed necessary and proper to a decision and shall render a decision, in writing, within a reasonable time. The expenses and fees of the arbitrator shall be borne equally by the City and the Union.**

ARTICLE XXIII. <u>Interdepartmental Transfer</u>

The City of Bloomington values the public service provided by employees. Transfer from the Fire Department to a civilian position or the Police Department shall be as follows:

Any accumulated vacation time shall be taken before transfer from the department or paid to the employee.

The employee will receive and accumulate vacation days based on one-half of the employee's respective of years of service, as applied to either the Police Department's vacation or Civil City's vacation/PTO schedule. As an example, if the employee has 20

years of service with the Fire Department, he or she will receive the same number of vacation days as an employee with 10 years of service with the Police Department or Civil City.

If the transfer is to the Police Department, no vacation time shall be taken in the first year of service. If the transfer is to a civilian position, no vacation time may be taken during probation or the applicable period for the new position.

The employee shall enjoy the same rights as any new employee on probationary status upon transferring to a new position.

The employee shall receive no other benefit from transfer (including, but not limited to longevity or training steps) and must start at the entry level step required for all new employees. The provisions of this Article are also intended to apply equivalently to transfers to the Bloomington Fire Department. Any transfer to the Bloomington Fire Department shall require both compliance with all hiring criteria and successful completion of the probationary period. The sole benefit of inter-departmental transfer shall be eligibility for additional vacation days.

ARTICLE XXIV. Full and Complete Agreement

The parties acknowledge that during the negotiations that preceded this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any bargainable subject or matter, as defined by Bloomington Municipal Code §2.34, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Subject to the conditions set forth under the title "Term and Conditions of Agreement," this Agreement, including any

supplements and exhibits attached hereto, concludes all collective bargaining between the parties during the term hereof, and effective on the date this Agreement is approved by the City Council constitutes the sole, entire and existing Agreement between the parties hereto and, effective on the date this Agreement is approved by the City Council, supersedes all prior agreements and undertakings, oral and written, express or implied, or practices between the City and the Unit or its employees, and expresses all obligations and restrictions imposed on each of the respective parties during its term on all bargainable issues as defined by Bloomington Municipal Code §2.34.

Negotiations for future contracts will begin in the spring of the last year of this Contract intended to result in a new agreement approved by both parties by July 1st of the last year of the contract. In the event that a new agreement is not reached before July 1st of 2020, then the terms and provisions of the Agreement shall nonetheless remain in full force and effect until an agreement on a new contract is reached; provided, however, the terms and the conditions of the agreement shall not be extended for more than one year from the expiration of this Agreement.

This Agreement between the City of Bloomington and the Bloomington Metropolitan Firefighters Local 586, or its successor in recognition, constitutes a complete agreement as to all bargainable issues, effective January 1, 2017 through December 31, 2020.

BLOOMINGTON METROPOLITAN FIREFIGHTERS LOCAL 586	**CITY OF BLOOMINGTON**
_____	**_____**
Bob Loviscek, President	**John Hamilton, Mayor**
_____	**_____**
Joseph Radanovich, Vice President	**Andy Ruff, President** **Bloomington Common Council**

SIGNED this _____ day of _____, 2017.

Reviewed and Approved this _____ day of _____, 2017.

_____
Philippa Guthrie
Corporation Counsel
City of Bloomington

ORDINANCE 17-02

TO AMEND ORDINANCE 16-25, ORDINANCE 16-26, AND ORDINANCE 16-45 WHICH FIXED THE SALARIES OF OFFICERS OF THE POLICE AND FIRE DEPARTMENTS AND WHICH FIXED THE SALARIES OF APPOINTED OFFICERS, NON-UNION, AND A.F.S.C.M.E. EMPLOYEES FOR THE CITY OF BLOOMINGTON FOR THE YEAR 2017 - Re: Reflecting Collective Bargaining Agreement Affecting Positions in the Fire Department and Resolution of Grievance Affecting Positions in the Fire Prevention Division

WHEREAS, the City of Bloomington and the Bloomington Metropolitan Firefighters Local 586 have successfully executed a collective bargaining agreement including year 2017; and

WHEREAS, the Mayor and Council believe it is in the best interest of the City to amend certain salary ordinances to resolve a grievance affecting positions in the Fire Prevention Division;

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

SECTION I. Ordinance 16-25, which fixed salaries for officers in the Fire department for 2017, shall be amended by deleting the part of Section I A entitled "Fire Department Employees," relating to the title and compensation for three positions in that department, and replacing it with the following:

FIRE DEPARTMENT EMPLOYEES

Captain	$57,030
Chauffeur	$52,979
Firefighter 1st Class	$50,964

SECTION 2. Ordinance 16-25, which fixed salaries for officers in the Fire department for 2017, shall be amended by deleting the part of Section I B entitled "Longevity" and replacing it with the following:

Years of Service	Amount	Years of Service	Amount	Years of Service	Amount	Years of Service	Amount
1	$0	6	$1,400	11	$1,400	16	$1,700
2	$800	7	$1,400	12	$1,400	17	$1,700
3	$800	8	$1,400	13	$1,400	18	$1,900
4	$1,100	9	$1,400	14	$1,700	19	$1,900
5	$1,100	10	$1,400	15	$1,700	20+	$3,750

SECTION 3. Ordinance 16-25, which fixed salaries for officers in the Fire department for 2017, shall be amended by deleting the part of Section I B entitled "Professional & Command Classifications" and replacing it with the following:

Professional & Command Classifications:

Additional pay for professional and command appointments shall be as follows:

Senior Headquarters Captain	$ 1,400
Rescue Technician	$ 1,200
Headquarters Captain	$ 900
Headquarters Sergeant	$ 900
Engineer	$ 900
Shift Training Instructor	$ 800
Shift Investigator	$ 600
Air Mask Technician	$ 600
Station Captain	$ 500
Sergeant	$ 500

SECTION 4. Ordinance 16-25, which fixed salaries for officers in the Fire department for 2017, shall be amended by deleting the part of Section I B entitled "Other" and replacing it with the following:

Other:

Unscheduled Duty Pay*	Paid at employee's regular hourly rate Minimum 2 hours. No maximum.
Holdover Pay	Paid at employee's regular hourly rate Minimum 0.5 hours. No maximum.
Mandatory Training Pay	Paid at employee's regular hourly rate Minimum 2 hours. Maximum 8 hours per day.
Holiday Pay*	$100 per day
Clothing Allotment	$450
Reassignment Pay	$10 per tour of duty
On-Call Pay***	$100 per week spent on on-call status

* Unscheduled Duty Pay shall also be paid to Probationary Officers.
** Holiday Pay shall also be paid to Battalion Chiefs of Operations and Probationary Officers.
*** On-Call Pay shall be paid only to Fire Prevention Officers and Fire Inspection Officers.

SECTION 5. Ordinance 16-26, which fixed salaries for certain non-union employees in the Fire Department for 2017, shall be amended by adding Section 2 O, which shall read as follows:

> SECTION 2O: Fire Department On-Call Pay. This section applies to Fire Inspection Officers. Fire Inspection Officers who are required to be on-call shall be paid $100 per week spent on on-call status.

SECTION 6. To the extent necessary, Ordinance 16-45, which ratified Ordinance 16-26, shall be amended to reflect the changes indicated in Section 5 of this Ordinance (Ordinance 17-02).

SECTION 7. 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.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this _____ day of _____, 2017.

_____
, 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 _____, 2017.

_____
NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this _____ day of _____, 2017.

_____
JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

This ordinance amends the City of Bloomington Police and Fire Salary Ordinance for the year 2017 (Ordinance 16-25) by reflecting changes negotiated in a collective bargaining agreement with the Bloomington Metropolitan Firefighters Local 586 achieved after the approval of the original salary ordinance. It further amends the Police and Fire Salary Ordinance (Ordinance 16-25), the non-public safety salary ordinance (Ordinance 16-26), and the ordinance that ratified the non-public safety salary ordinance (Ordinance 16-45) to reflect changes negotiated in response to a grievance filed by members of the Fire Department's Fire Prevention Division.

In the Council Chambers of the Showers City Hall, Bloomington, Indiana on Wednesday, December 7, 2016 at 7:32pm with Council President Andy Ruff presiding over a Regular Session of the Common Council.

COMMON COUNCIL
REGULAR SESSION
December 7, 2016

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

ROLL CALL
[7:32pm]

Council President Ruff gave a summary of the agenda.

AGENDA SUMMATION
[7:33pm]

It was moved and seconded to approve the minutes of November 9, 2016, and November 30, 2016, as corrected by an amended draft of said minutes presented to the Council.

The motion to approve the minutes of November 9, 2016 and November 30, 2016 as corrected was approved by voice vote.

APPROVAL OF MINUTES
[7:35pm]

November 9, 2016 (Special Session)
November 30, 2016 (Special Session)

REPORTS

- COUNCILMEMBERS [7:37pm]

Councilmember Dorothy Granger reminded the public that December was the last month of the Georgetown Energy Challenge, and noted that conserving water would be beneficial that month.

Councilmember Chris Sturbaum welcomed members of the public to the meeting, and said, while sometimes boring, the business of the Council was important.

Councilmember Tim Mayer echoed Sturbaum's welcome, and also acknowledged the Indiana Pacers, who had visited Bloomington earlier that day to deliver toys to children in need. He reminded the public to keep the less fortunate in mind during the holiday season.

Councilmember Allison Chopra said she had recently attended a public meeting regarding the sidewalk project near 10th Street and Smith Road. She reported that over 60 people had attended the meeting, and that she was pleased to see so many neighbors and families. She noted there had been an appropriation from the Common Council Sidewalk Committee in the previous year to pay for the planning of that stretch of sidewalk, which would allow kids to safely walk to and from school. She said there was still money that needed to be allocated to the project. She added that the neighbors were excited about it, and she would continue to talk about the project in the upcoming months, especially as the Sidewalk Committee began meeting in January, 2017.

Ruff asked Chopra to clarify the exact location of the project.

Chopra explained the location of the project, and gave a summary of the intended scope of the project and intersection in question.

Councilmember Steve Volan observed that the day was the 75th anniversary of the attack on Pearl Harbor, and noted an article in the Herald Times about a living veteran of World War II. Volan suggested that people look back and read about that day, while also giving thanks to all veterans.

There were no reports from the Mayor's office.

- THE MAYOR AND CITY OFFICES

There were no council committee reports.

- COUNCIL COMMITTEES

Katie Lind spoke about UndocuHoosiers and the efforts of that group to establish a sanctuary city in Indiana.

- PUBLIC

REPORTS (*cont'd*)

Dan Johnston echoed Ms. Lind's comments, complimented Bloomington for standing out as a symbol of progressive thought and action, and said he looked forward to discussion in the following weeks and months regarding establishing a sanctuary city in Indiana.

Steven Tait suggested that the Council consider legislation to address parking meters rendered inoperative by inclement weather.

APPOINTMENTS TO BOARDS AND COMMISSIONS

There were no appointments to Boards or Commissions.

LEGISLATION FOR SECOND READING AND RESOLUTIONS

Appropriation Ordinance 16-07 – To Specially Appropriate from the General Fund, LOIT Special Distribution Fund, Police Education Fund, Non-Reverting Improvement 1 (Westside) Fund, and Rental Inspection Program Fund Expenditures Not Otherwise Appropriated (Appropriating Various Transfers of Funds within the General Fund, Parks General Fund, Parking Facilities Fund, Solid Waste Fund, and Fleet Maintenance Fund; and, Appropriating Additional Funds from the General Fund, LOIT Special Distribution Fund, Police Education Fund, Non-Reverting Improvement 1 (Westside Fund, Rental Inspection Program Fund)

It was moved and seconded that Appropriation Ordinance 16-07 be introduced and read by title and synopsis only. The motion was approved by voice vote. Deputy Clerk Martha Hilderbrand read the legislation by title and synopsis, giving the committee Do Pass recommendation of 8-0 for both Appropriation Ordinance 16-07 and Amendment 01 to Appropriation Ordinance 16-07).

It was moved and seconded that Appropriation Ordinance 16-07 be adopted.

Jeffrey Underwood, Controller, provided a brief overview of the appropriation ordinance, noting the various appropriations and transfers requested. He explained that the appropriation ordinance affected nine funds, noting that about half of the requests were to appropriate money, while the other half would have zero fiscal impact. He explained that the total request was for $525,600 and the general fund request had a net of $40,600. He said the transfers were at zero, while the $40,600 appropriated a rebate check the City had received from Duke Energy for installation of LED lights in Showers City Hall. He said the biggest appropriation was from the rental inspection funds. He said he was available to answer any questions.

Council Administrator/Attorney Daniel Sherman noted that there was an amendment included in the materials provided to councilmembers.

Amendment 01 to Appropriation Ordinance 16-07

It was moved and seconded that Amendment 01 to Appropriation Ordinance 16-07 be adopted.

Councilmember Isabel Piedmont-Smith explained that the proposed amendment corrected typographical errors contained in the proposed legislation.

Council Comment:

Sturbaum provided additional explanation of the purpose of the appropriation ordinance to the members of the public present at the meeting.

Ruff added further explanation of the legislative process.

Vote on Amendment 01 to Appropriation Ordinance 16-07 [7:52]

The motion to adopt Amendment 01 to Appropriation Ordinance 16-07 received a roll call vote of Ayes: 9, Nays: 0.

Council Comment:

Mayer thanked Underwood for all of the work City staff put into balancing the books.

Vote on Appropriation Ordinance 16-07 [7:55pm]

The motion to adopt Appropriation Ordinance 16-07 as amended received a roll call vote of Ayes: 9, Nays: 0.

Ordinance 16-43 – To Amend Title 2 of the Bloomington Municipal Code Entitled "Administration and Personnel" (Amending Chapter 2.26 (Controller's Department) to Add Section 2.26.110 Authorizing a Fee Schedule for the Private Rental of City Facilities)

It was moved and seconded that Ordinance 16-43 be introduced and read by title and synopsis only. The motion was approved by voice vote. Deputy Clerk Hilderbrand read the legislation by title and synopsis, giving the committee Do Pass recommendation of 5-0-3.

It was moved and seconded that Ordinance 16-43 be adopted.

Ruff noted that Corporation Counsel Philippa Guthrie had provided councilmembers with responses to questions that been posed at the previous meeting, and asked if she had anything to add.

Guthrie said she did not, but that she was available for any additional questions from councilmembers.

Council Questions:

Volan asked whether the administration had an opinion about whether private, for-profit groups should be allowed to use City Hall facilities.

Guthrie said that was not the primary focus of the proposed policy. Rather, the issue of for-profit groups using the same had come up during the discussion about how to approach increasing transparency and how to bring the public into the public space. She said the administration had gotten a few requests from private groups to use City Hall space and did not object to such use if the space was available. However, the administration thought a fee would be appropriate.

Volan suggested that one drawback of the idea might be that a group renting the space might espouse objectionable views. He asked whether there was any recourse if, during the course of an event, someone was espousing objectionable views that would have caused the City to reject the application in the first place.

Guthrie said it would not matter whether a group was a private, for-profit entity, or a not-for-profit public group, the space would all be open to the public, which was a requirement of the policy. She said the City could not regulate viewpoints, which meant groups could say objectionable things, but would not be allowed to incite imminent violence. She reiterated that the City could not regulate things based on disliking what groups were saying.

Volan said the same was true for the Council meetings as well, except the Council could regulate certain blatant violations of protocol. He explained that one alternative the Council had was either to not allow public comment at all, or to allow public comment as long as everyone had the right to speak. He asked whether that was an argument for not allowing anyone to use City Hall space outside of a duly-appointed board or commission.

Guthrie said one could argue that, but that the administration did not agree with that argument. She said the administration preferred to have the public see City Hall, see how it operates, and be allowed to use the space.

Volan asked whether there were any parallels between the proposed policy and the right-of-way policy the City had to adopt, where the City could either allow no signs in public rights-of-way or had to allow any sign in the rights-of-way.

Guthrie said those policies could be compared in that one could not pick groups based on viewpoints.

Ordinance 16-43 (*cont'd*)

Piedmont-Smith asked for additional information regarding when groups using City facilities would be required or encouraged to have insurance, and whether that would change based on how much money a given group had.

Guthrie provided an example of a time when the City had asked a group to provide its own insurance, recalling a time when a department from the State used a conference room in the City. She said the City had asked if the State department had its own insurance, and the State then provided a certificate. Guthrie said asking for insurance was something that would need to be done on a case-by-case basis, unless the City wanted to require neighborhood group coming in to have insurance. She explained that when a group was likely to have access to its own insurance, the City would ask that group for it.

Piedmont-Smith said she read the policy as stating that staff would consistently recommend having insurance, so there was some flexibility in the policy. She asked what would happen if a group said it could not provide its own insurance.

Guthrie said then the City would decide whether to allow that group to use the space based on the risk.

Piedmont-Smith asked if that was something the City would do for any kind of group anyway.

Guthrie said yes, unless the City knew, for example, it was a group of 10 citizens that simply wanted to have a meeting in some meeting room.

Piedmont-Smith clarified that the City would evaluate risk in any case.

Guthrie confirmed that the risk, above all, would determine whether the City would require insurance.

Sturbaum asked whether the City would provide a police presence, as a matter of course, in the event a controversial group was expected to draw a protest. And if so, he asked, would the City consider that as part of the cost of the policy.

Guthrie said the City would probably request officers if it expected anything like that.

Sturbaum asked whether that would be an extra cost or whether that was just part of the job of an officer, to go where the City requested or to go where there might be issues.

Guthrie said she thought so. She explained that generally, if there was the potential for confrontation, the City could ask for a police presence there, like at the Council meetings.

Sturbaum asked whether the administration had heard from any provider of space mentioning that the City's new policy might create competition.

Guthrie said that she had not heard from anyone, that she did not know of anyone that had heard from anyone, and she thought she would have heard about such comments had there been any.

Chopra asked whether the Bloomington Chamber of Commerce had been involved in the discussion.

Guthrie said not to her knowledge.

Chopra asked whether part of the motivation for putting the new policy in place was in response to a need for such space.

Guthrie said yes, especially space at a reasonable cost, or free.

Council Comment:

Piedmont-Smith reminded the public that the City had had community groups using space at City Hall for a long time, without any regulation of speech and without any incidents. She explained that that part of the policy was not new; the new part was to allow for-profit entities to use the space for a fee, while also formalizing

Ordinance 16-43 (*cont'd*)

the process for non-profits wanting to use the space. She did share some of the concerns Volan had brought up, but also noted that the City had already had the same openness for the space for quite some time. However, she remembered that, in the previous administration, the process was less formalized and a person wanting to use the space needed a sponsor for the meeting, which might have given the City more control. But overall, she thought the City should not restrict speech, and she hoped that Bloomington was a community in which groups that espoused hate would not be using City space.

Chopra said she would vote no because she thought the City did not need to get in the business of renting spaces to for-profit entities. She realized the City was not making a profit, but did not think the City should get in the way of the free market. She said many current spaces bore a high cost to groups wanting to rent space, and many spaces required a person to order a certain amount of food. She said it felt like the City was undercutting the business community, and she would rather see a business need met by a business, which would create jobs and generate tax revenue.

Granger said she was concerned about City liability, and recommended that the City ask for insurance whenever possible. She realized that some small groups might not have the capability to provide their own insurance, but reiterated that she was concerned about liability, despite the fact that the City had been sharing its space for years. However, she applauded the efforts to create a fee structure.

Sturbaum said he would support the ordinance, but wanted to check back after a year to see how it worked out and whether there were any issues.

Sandberg said she would support the ordinance as well, as a trial run. She said the policy had been explained well, and the adiministration had talked through some of the possible issues. She said she expected the non-profit activity that had already been occurring to continue, but said the City might not get as much interest from for-profit groups as everyone was expecting. She noted City business would always take precedence, which might discourage event planning, as there was a likelihood that the private for-profit events could be cancelled because City business would take priority. She did not anticipate as much usage as was expected, but acknowledged she could be wrong, and if it did cause problems, she said she would take a second look at the policy.

Volan said he was concerned about some rooms in City Hall being wired for television. He wondered if some groups would ask that events be televised, and did not know if there would be consequences for that possibility. Second, he was concerned about the possibility of a first-amendment-related infraction that might happen in City space. He raised concerns about how such an infraction would be policed or monitored. He noted he was not overly worried about the issue, but the thought had come up in the course of the debate. He said it was not just hate that the City might be worried about, but also any publicly inappropriate behavior. In his time on the Council, he had seen the changes to the use of police presence. He said he could see the need for more public meeting space, and Chopra made some good points. But he was encouraged by the County policy provided to councilmembers, and encouraged the City to adopt a similar policy. He said he favored the policy, and

said City could look at it in a year and see if there were any problems.

Ordinance 16-43 (*cont'd*)

Ruff said he shared many of the concerns that had already been brought up, and was also little uncomfortable with the arbitrariness regarding who would need insurance or security, but agreed that the City should see how it went.

The motion to adopt Ordinance 16-43 received a roll call vote of Ayes: 8, Nays: 1 (Chopra).

Vote on Ordinance 16-43 [8:19pm]

It was moved and seconded that Resolution 16-20 be introduced and read by title and synopsis only. The motion was approved by voice vote. Deputy Clerk Hilderbrand read the legislation by title and synopsis, giving the committee Do Pass recommendation of 8-0-0.

Resolution 16-20 – The Adoption of Minimum Internal Control Standards and Procedures and Determining Materiality Threshold for the City of Bloomington, Monroe County, Indiana

It was moved and seconded that Resolution 16-20 be adopted.

It was moved and seconded that Amendment 01 to Resolution Ordinance 16-20 be adopted.

Amendment 01 to Resolution 16-20

Piedmont-Smith thanked Council staff for drafting the amendment. She explained that the amendment contained a reporting requirement, which meant the Council would get a report once per year from the Controller's Office. The report would include whether there were any breaches in the City's internal control policies and whether there were any fiscal lapses throughout the year. The Council could then implement any changes needed. She thought it was an important element to the policy as the Council was ultimately responsible for the use of public funds.

Controller Jeffrey Underwood noted that he and Corporation Counsel Philippa Guthrie had a chance to review the proposed amendment and were in favor of it. He said he would be happy to come once per year and make that report, and also noted the administration would be working on such issues throughout the year, and would bring forward proposals for any needed changes to the Council.

Council Questions:

Volan asked Piedmont Smith whether there was any specific time of the year that the report would be given to the Council.

Piedmont-Smith thought it would be appropriate to hear the report at the same time the Council considered the end-of-year appropriation ordinance.

Volan noted that time had already passed for 2016.

Piedmont-Smith suggested the Council could hear an initial report in January.

Volan asked Underwood whether Underwood had a particular preference as to when the report would be given to the Council.

Underwood said he preferred December so the administration could come to the Council and review what had happened over the past year.

Volan asked whether there would ever be a year where an end-of-year appropriation ordinance was not necessary.

Underwood said that had not been his experience. He said it would be fine with him if Council wanted him to come report in December.

Resolution 16-20 (*cont'd*)

Volan said he was going to propose hearing the report during the annual budget process, since the Controller would be in front of Council anyway. He explained that that process would be guaranteed to happen, whereas an end-of-year appropriation ordinance was not required by state law.

Underwood said December seemed like the appropriate time to give such a report so that he and the administration could provide a review of the previous year.

Volan suggested that the report could be made in either November or December.

Underwood clarified that everything required by the resolution was already being done and had been put in place by the City. The City was not changing policy. He explained that the resolution merely addressed some requirements by state statute. It would go into effect with his certification after the Council approved it and after City employees completed the training. He added that the fiscal task force had recently made a recommendation that, every other year, an outside firm be brought in to review the City's internal controls and segregation of duties. He reminded the Council that it had approved funds in the 2017 budget for that, so that report would also be part of the administrations report to the Council in the next year.

Volan confirmed that the best time for the report to Council would be toward the end of the year.

Underwood said yes.

Volan suggested that the phrase "in November or December" be added to Amendment 01.

Ruff suggested that the change could be made during the ongoing discussion.

Volan said the change could be a friendly amendment simply written in by each councilmember, as Amendment 01 was already in writing. He specified that the secondary amendment to Amendment 01 would add ", in November or December" at the end of the second to last sentence.

It was moved and seconded to so amend Amendment 01 to Resolution 16-20.

Vote on Secondary Amendment 01 to Amendment 01 to Resolution 16-20.
[8:28pm]

The motion to amend Amendment 01 to Resolution 16-20 received a roll call vote of Ayes: 9, Nays: 0.

Chopra asked when the Council would be notified if the City made a report to the State Board of Accounts.

Underwood said the City issues a press release in every instance of a report made to the State Board of Accounts.

Chopra said she was asking about any requirement to notify the Council of such a report.

Underwood said there would be no reason to not notify the Council, so if the Council wanted to include an amendment that required such a notification, it could.

Chopra clarified that there was no requirement in the language of the resolution that would require that Council be notified.

Underwood said no. He explained that state statute included two requirements. The first requirement was that a report must be sent to the State Board of Accounts if the City believed there was an intentional act to misappropriate City resources, which had a $0 threshold. The second requirement was that a report must be sent to the State Board of Accounts if it was an inadvertent error, which had a threshold is $500.

Resolution 16-20 (*cont'd*)

Chopra stated she understood the City's reporting requirements, but asked whether those requirements included any requirement to notify the Council that a report had in fact been sent to the State Board of Accounts.

Underwood said that would not be required.

Chopra again asked whether the Council would have to be notified if a report was made to the State Board of Accounts, and, if not, said she would like to see something in the resolution that would require the Council to be notified.

Ruff said he and Sandberg had been working to put Amendment 01 together only very recently, but thought the language "shall identify any areas of concern for review by Council" would cover Chopra's concern.

Chopra said that language was too vague and additional language was needed to address her concern.

Ruff said he disagreed.

Chopra asked when work on Amendment 01 had taken place, and who had suggested that an amendment was needed.

Council Attorney/Administrator Daniel Sherman said that during the previous week there had been discussion about whether the Council was approving the policies provided with the resolution. The Controller had indicated that what Council was approving was the standards provided by the State Board of Accounts pursuant to statute, and Sherman confirmed that was what the resolution did. Sherman had then raised the question with Council leadership whether that action was sufficient or whether Council wanted more. He said that conversation had happened that day, which led to the amendment. He noted that Council did not need to act that night, and if additional conversations needed to happen, or if the Council needed additional answers, the Council could act at the next meeting.

Chopra said she was happy to work through the discussion that evening, if she could propose an amendment.

Sherman said he would need the proposed amendment in writing.

Sandberg said that, in the past, the president of the Council had been invited to any discussions between the City and the State Board of Accounts, in the event there had been a material finding.

Underwood added that the State Board of Accounts conducted two types of audits, and provided additional detail on each kind. He explained there were regular audits, which occurred annually, and special investigations, which were prompted by reports of irregularities by the City. The State Board of Accounts would then make a determination as to whether there was a need for a special investigation. He said the City had had two special investigations in the last few years. In all cases where a report was generated by the State Board of Accounts, the Council president was invited to those discussions and the exit conference. Underwood said the reports were then available to public.

Piedmont-Smith asked whether the Council was precluded from asking for a report from the Controller in January of 2017. She thought it would be ill-advised to wait until the end of 2017 to get the first report.

Volan noted that the resolution as amended required a report to the Council at least once per year, but it did not prevent more frequent reports.

Resolution 16-20 (*cont'd*)

Underwood said the administration was committed to transparency, and if there was any additional information he could provide January, he would be able to do so.

Piedmont-Smith asked whether there was nothing to report in the first 11 months of 2016.

Underwood said there was nothing to report that had not already been reported.

Piedmont Smith responded that she would still like to see a report in January.

Chopra asked whether a second amendment to Amendment 01 would be proper.

Sherman said that the Council could amend a primary Amendment, but a secondary amendment (an amendment to an amendment) could not be amended. He said what Chopra was proposing was an amendment to the primary Amendment, so the Council could take that action, if it wished.

Council had some discussion about providing all councilmembers with copies of the proposed secondary amendment and how best to proceed with the discussion.

Chopra noted the proposed secondary amendment would add a requirement to notify the Council of any report made by the City to the State Board of Accounts.

Volan asked when Chopra intended for the Council to be notified of a report made to the State Board of Accounts.

Chopra said at least within a year, though she had faith that the administration would notify the Council right away.

Volan asked what made Chopra think that the Controller would not notify the Council of any reports made to the State Board of Accounts.

Chopra said it would be a safe guard, and although Mr. Underwood was a fantastic controller, he might not always be the City's controller. She said the Council had many other similar requirements to ensure the Council was notified of various things.

Volan asked why Chopra would not want to be notified immediately of any report filed with the State Board of Accounts.

Chopra said perhaps some administrations would like to hide it, but regardless, she would like to see a regular report to the Council.

Ruff asked Sherman if there were any procedural or legal reasons why one might not want a formal announcement to the Council during an investigation of an incident.

Sherman said he would defer to the Controller. He reminded the Council that the report made to the State Board of Accounts was a report of an incident, not the report issued after an investigation.

Underwood said it was his understanding that he would notify the Council of any incident after the State Board of Accounts had acted on a report. He said the Controller would report to State Board of Accounts, then the State Board of Accounts would take action, and then anything the State Board of Accounts took action on would be public record and would be included in the annual report made to the Council. He could foresee an incident where it might take years to complete an investigation for that incident. He said he would not feel comfortable reporting to the Council on that incident before the investigation was complete, because all parties involved must have their rights protected.

Resolution 16-20 (*cont'd*)

Chopra said her proposed secondary amendment to Amendment 01 may need to be rewritten, and she understood and agreed with Underwood's concerns. She said she would withdraw the proposed secondary amendment.

It was moved and seconded to withdraw the proposed secondary amendment to Amendment 01 to Resolution 16-20.

Vote to withdraw Secondary Amendment 02 to Amendment 01 to Resolution 16-20 [8:45pm]

The motion to withdraw the secondary amendment to Amendment 01 to Resolution 16-20 received a roll call vote of Ayes: 9, Nays: 0.

Ruff directed Council back to discussion of Amendment 01 to Resolution 16-20.

Council Comment:

Volan said his understanding of the amendment was to provide a failsafe to make sure, at least once per year, the Council got a report on internal controls. He thought it was a good idea. He also thought Chopra's secondary amendment was a good idea, but it might need some changes, and noted she could continue to look at it in the future.

Piedmont-Smith apologized to Ruff and Sandberg for pouncing on the amendment they had come up with. She explained she saw the amendment did not have a sponsor, and so she jumped on it. She said she appreciated the work done on the issue.

Sandberg appreciated the simplicity of the amendment, noting it was not meant to be a micromanaging tool, but was meant to ensure the Council received some reports. She noted that the Council had historically been included in talks with the State Board of Accounts. She thought it was a good thing to have in place, just as a safeguard, and expected to not hear anything negative reported.

Mayer said the policies were required by the State Board of Accounts, and he appreciated the way the Council and the City had addressed meeting those requirements. He also noted Mayor Hamilton ran on a platform of being open and transparent in government, and thought the policies satisfied that commitment.

Chopra clarified that the comments being made related only to the amendment. She noted she would be seeking to insert additional language to amend the legislation. She thought it was important to require that the Council be notified of any reports made to the State Board of Accounts, but was open to further discussions regarding when that notification could happen.

Volan said Chopra's secondary amendment would require notifying the Council of a report, which was not the same thing as demanding that the report be given to the Council. He added that just because a councilmember was in Council leadership did not mean that councilmember could not sponsor amendments.

Chopra clarified whether the resolution could be later amended through an additional resolution.

Ruff explained that the amendment had only been brought up earlier that day, which was why the amendment came from the Council office offer rather than from a sponsoring councilmember. He also stated that he would have voted against Chopra's secondary amendment, and would do so in the future if it came up, because he saw it as unnecessary.

The motion to adopt Amendment 01 to Resolution 16-20 received a roll call vote of Ayes: 9, Nays: 0.

Vote on Amendment 01 to Resolution 16-20 [8:54pm]

Sturbaum provided explanation of the Council's discussion, actions, and the purpose of Resolution 16-20 to the members of the public present in the audience.

Volan said he appreciated Sturbaum's explanation to the members of the audience, and it was a shame more people did not attend the Council meetings as more frequent explanations might be helpful.

The motion to adopt Resolution 16-20 as amended received a roll call vote of Ayes: 9, Nays: 0.

Vote on Resolution 16-20 [8:57pm]

Underwood reminded Councilmembers that they had to complete the required training as well.

COUNCIL SCHEDULE

Sherman noted there were a few items related to the Council's schedule that needed to be addressed. Sherman asked the Council to approve non-substantive amendments to the Council's annual schedule.

It was moved and seconded to adopt the amendments to the schedule. The motion was approved by voice vote.

Sherman suggested that the Council cancel the Committee of the Whole meeting scheduled for December 14, 2016 and schedule a Special Session for that evening.

Volan asked what legislation was pending that would necessitate a Special Session.

Sherman explained that the salary ordinance needed to be ratified.

Sturbaum clarified that that could be handled in one meeting instead of two.

Sherman concurred.

Sturbaum asked whether the meeting on December 21, 2016 could be cancelled.

Sherman said that was up in the air, as there might have been additional action needed by the Council to open proposals for a guaranteed savings contract.

Volan and Sherman provided additional clarification on the business that could be resolved on December 14, 2016 and what business might still be pending on December 21, 2016.

Piedmont Smith said she would be unavailable on December 21, 2016, as would Councilmember Mayer, and thought it would be prudent to get as much done on December 14, 2016 as possible.

It was moved and seconded to cancel the Committee of the Whole meeting scheduled for December 14, 2016 and schedule a Special Session for that same evening. The motion was approved by voice vote.

ADJOURNMENT

The meeting was adjourned at 9:03 pm.

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

APPROVE:

_____
, PRESIDENT
Bloomington Common Council

ATTEST:

_____
Nicole Bolden, CLERK
City of Bloomington

In the Council Chambers of the Showers City Hall, Bloomington, Indiana on Wednesday, December 14, 2016 at 7:33pm with Council President Andy Ruff presiding over a Special Session of the Common Council.

COMMON COUNCIL
SPECIAL SESSION
December 14, 2016

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

ROLL CALL
[7:33pm]

Council President Ruff gave a summary of the agenda.

AGENDA SUMMATION
[7:34pm]

It was moved and seconded to appoint Eric Dockendorf to the Bloomington Digital Underground Advisory Committee.

The motion was approved by voice vote.

APPOINTMENTS TO BOARDS AND COMMISSIONS
[7:35]

LEGISLATION FOR FIRST READING

It was moved and seconded that Ordinance 16-44 be introduced and read by title and synopsis only. Deputy Clerk Stephen Lucas read the legislation by title and synopsis.

Ordinance 16-44 – To Amend Title 20 of the Bloomington Municipal Code, Entitled "Unified Development Ordinance" (Amending 20.05.020 "CF-01 [Communication Facility; General]")

It was moved and seconded that Ordinance 16-45 be introduced and read by title and synopsis only. Deputy Clerk Lucas read the legislation by title and synopsis.

Ordinance 16-45 – To Ratify Adoption of Ordinance 16-26 which Fixed the Salaries of Appointed Officers, Non-Union, and A.F.S.C.M.E. Employees for All the Departments of the City of Bloomington, Monroe County, Indiana for the Year 2017 and Take All Steps Necessary and Proper to Approve these Salaries for 2017

LEGISLATION FOR SECOND READING AND RESOLUTIONS

It was moved and seconded that Ordinance 16-44 be introduced and read by title only and be considered under Second Reading at the Special Session. The motion received a roll call vote of Ayes: 9, Nays: 0.

It was moved and seconded that Ordinance 16-44 be adopted at the same meeting it was introduced.

Ordinance 16-44 – To Amend Title 20 of the Bloomington Municipal Code, Entitled "Unified Development Ordinance" (Amending 20.05.020 "CF-01 [Communication Facility; General]")
[7:40pm]

Christy Langley, Director, Planning and Transportation, introduced herself, and thanked the Council for considering the legislation in such quick fashion. She said the proposed ordinance was an amendment to the cell tower ordinance, and reminded the Council that it had received the ordinance before the Plan Commission saw it, reviewed it and voted on it, which the Plan Commission had done at a special session the previous evening. She reviewed the few amendments, which included correcting typographical errors and changing language in the lighting section to add a caveat for lighting required by FAA or federal or state regulations. She explained that previous changes to the cell tower regulations were made as a response to a change in state law. After discussing with other

communities and cities, she said the City realized it might have taken out too much from its ordinance. She said the proposed legislation addressed that issue. She added that the proposed legislation made some of the language more consistent with state code, and it rolled back some of the language that had been taken out previously. She summarized the proposed changes contained within the legislation, with a brief explanation of each change.

Ordinance 16-44 (*cont'd*)

Councilmember Allison Chopra asked whether the ordinance would limit specially-designed poles that could be used in neighborhoods. For example, she asked, would it prevent poles in neighborhoods from being designed to blend in.

Langley said no, those types of towers were not addressed by the legislation.

Council Questions:

Councilmember Steve Volan asked what the typical fall zone was for a 99-foot tower, and asked whether the fall zone was the same as the height of the tower.

Langley said no, explaining that the typical fall zone was smaller than the tower, usually due to the tower's design. However, she explained the fall zone was specific to the tower design, and there were a number of different designs.

Volan asked whether there were any tower designs where a tower would just topple over in a straight line.

Langley said there might be, but that she did not know. She added that Bloomington could require an engineer-stamped certification for what fall zone a tower would have.

Volan clarified that there was no blanket fall zone for towers, but instead was tower-specific.

Langley said that was correct.

Rollo asked whether the requirement that towers not exceed a height of 199 feet from base to top was a state requirement or something required by the Bloomington Municipal Code.

Langley said it was required by the BMC, but was also consistent with many other city codes across the state. She explained that restriction was in place because that was the maximum height before the tower would have to be lit pursuant to FAA regulations. She said the City tried to avoid such lighting so as not to bother adjacent property owners.

Rollo asked what the height limit was in an urban or neighborhood area, asking whether the limit was relative to the height of other structures.

Langley thought the limit would be the maximum structure height of the individual district.

Councilmember Isabel Piedmont-Smith asked whether any monopoles had guy-wires.

Langley said yes, some of them did.

Council Comment:

Sturbaum asked for clarification of Langley's answer to Rollo's question regarding tower heights in neighborhoods.

Langley said Rollo had asked about the maximum height allowance for the smaller cellular facility poles. She clarified that the maximum height for those poles equated to the maximum structure height for the individual district.

Piedmont-Smith said she was glad they could add back some of the elements of the previous ordinance to help protect neighbors.

Volan reminded the Council that it would require a two-thirds majority of the Council to pass the legislation, because the legislation was being read on the same night on which it was being voted.

Ordinance 16-44 (*cont'd*)

The motion to adopt Ordinance 16-44 received a roll call vote of Ayes: 9, Nays: 0.

Vote on Ordinance 16-44 [7:50pm]

It was moved and seconded that Ordinance 16-45 be introduced and read by title only and be considered under Second Reading at the Special Session. The motion received a roll call vote of Ayes: 9, Nays: 0. Deputy Clerk Lucas read the legislation by title.

It was moved and seconded that Ordinance 16-45 be adopted at the same meeting it was introduced.

Caroline Shaw, Director, Human Resources, introduced herself, and thanked the Council for having her on short notice. She explained that one of the City's salary ordinances passed earlier in the year was missing a signature. She explained that Ordinance 16-45 would correct that mistake.

Ordinance 16-45 – To Ratify Adoption of Ordinance 16-26 which Fixed the Salaries of Appointed Officers, Non-Union, and A.F.S.C.M.E. Employees for All the Departments of the City of Bloomington, Monroe County, Indiana for the Year 2017 and Take All Steps Necessary and Proper to Approve these Salaries for 2017 [7:51pm]

The motion to adopt Ordinance 16-45 received a roll call vote of Ayes: 9, Nays: 0.

Vote on Ordinance 16-45 [7:53pm]

Council Administrator/Attorney Daniel Sherman explained that, because the Council could conclude its business for the year, it could cancel its scheduled meeting for December 21, 2016.

COUNCIL SCHEDULE

It was moved and seconded to cancel the meeting on December 21, 2016. The motion was approved by voice vote.

Sherman reminded the Council of an upcoming Internal Work Session and the potential topics for discussion at that meeting. Sherman and the Council had some discussion about which councilmembers would be in attendance at that meeting.

Ruff announced that Council would be on recess until January 11, 2017.

Mayer thanked Ruff, Sandberg, and Volan for serving as Council President, Vice President, and Parliamentarian, respectively. He also thanked staff for their work.

Volan wished everyone a happy holiday.

The meeting was adjourned at 7:58 pm.

ADJOURNMENT

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

APPROVE:

_____
, PRESIDENT
Bloomington Common Council

ATTEST:

_____
Nicole Bolden, CLERK
City of Bloomington