

In the Council Chambers, Municipal Building on October 6, 1966, at 7:30 p.m., E.S.T., Councilman Charles J. Faris presiding.

REGULAR MEETING
COMMON COUNCIL OF THE
CITY OF BLOOMINGTON, INDIANA

Council President Charles J. Faris.

CALL TO ORDER

Deputy City Clerk Miriam Pruett:

ROLL CALL

Members present: Councilmen Ermal Byers, Robert L. Clegg, Clyde Day, Harry Day, David Derge, Charles J. Faris, Richard Fee, Ralph Johnson and Guy Moulden

Members absent: None.

Councilman Johnson introduced the Reverend David Faris, Pastor of the United Presbyterian Church, who gave the invocation.

INVOCATION

Mayor John H. Hooker, Jr.; Raymond E. Long, City Engineer; James Cotner, City Attorney; Howard A. Young, City Controller; James D. Sargent, Street Commissioner; F. Wilson Thrasher, Director of City Utilities; James Lawson, Assistant Fire Chief and Marvard Clark, Assistant City Engineer.

OFFICIALS IN ATTENDANCE

Thirty-one including James Root, Reporter for the Daily Herald Telephone; Lou Marvilla, Reporter for the Indiana Daily Student; William Pittman, Reporter for the Indianapolis News and Robert Frye, David Kinchen, Mike Kelsey, all with the Bloomington Tribune.

NUMBER OF CITIZENS
IN ATTENDANCE

Councilman Derge welcomed a group of people traveling under the auspices of the State Department. Dr. Derge explained that Indiana University is a sponsoring university for this group and asked Dr. John E. Stempel, head of the Indiana University School of Journalism, to tell more about it. Dr. Stempel stated that the group was representative of several countries and that each member was an outstanding journalist in his own country.

Foreign Journalists

On motion of Councilman Harry Day, seconded by Councilman Moulden, the minutes of the regular meeting of September 15, 1966 were approved as typed and distributed. Motion carried.

MINUTES OF FORMER MEETING

None.

REMONSTRANCES AND OBJECTIONS

Councilman Johnson, Chairman of the study committee on proposed Ordinance No. 66-32, moved that said proposed ordinance be amended by striking Section Two therefrom. The motion was seconded by Councilman Fee and carried.

ORDINANCES - SECOND READING

Ordinance No. 66-32
(Objects & Signs -
Sidewalks & Rights of Way)

Dr. Day said he thought it wise to remove this section now and look forward to a time when overhanging signs would be abolished on a voluntary basis. He felt this section should be revived and presented to the Council at a future date.

Councilman Johnson moved that proposed Ordinance No. 66-32, as amended, be moved to second reading and read by title only. The motion was seconded by Councilman Fee and carried.

The Deputy City Clerk read proposed Ordinance No. 66-32.

Dr. Day voiced an objection to the title of the proposed ordinance and was informed by City Attorney Cotner that the title of an ordinance is alright as long as it covers everything contained in the ordinance.

Councilman Johnson moved that proposed Ordinance No. 66-32 be adopted as amended. The motion was seconded by Councilman Clegg and carried. Roll call vote: 9 ayes, nays - none.

Councilman Clegg, Chairman of the study committee on proposed ordinance No. 66-33, reported that, after various conferences, his committee had come to the conclusion that this ordinance should not be advanced to second reading. A new proposed ordinance will be substituted for this one.

ORDINANCES - SECOND READING
(continued)

Ordinance No. 66-33
(Licensing of Electricians)

Councilman Harry Day, Chairman of the study committee on proposed Ordinance No. 66-34, reported that his committee again had been unable to make a report. They hope to have a report ready for the next meeting.

Ordinance No. 66-34
(Water Pollution)

Councilman Derge, Chairman of the study committee on proposed Ordinance No. 66-38, reported that several of his committee's problems have been solved by Councilman Harry Day obtaining ordinances from other cities and reports from the Health, Education and Welfare Department. This is a very complex subject and should be studied very carefully. Dr. Derge thought it might be well to have a public hearing in a month or so.

Ordinance No. 66-38
(Air Pollution)

Councilman Clegg, Chairman of the study committee on proposed Ordinance No. 66-39, read an amendment from his committee which would add "B. Sixth Street, east between College Avenue and Indiana Avenue." to the proposed ordinance in Section 3.

Ordinance No. 66-39
(Traffic Ordinance)

Councilman Clegg moved that proposed Ordinance No. 66-39, as amended, be moved to second reading and read by title only. Councilman Fee seconded the motion and it carried.

The Deputy City Clerk read proposed Ordinance No. 66-39, as amended.

Councilman Clegg moved that proposed Ordinance No. 66-39 be adopted as amended. The motion was seconded by Councilman Fee and carried. Roll call vote: 9 ayes, Nays - none.

Councilman Moulden moved that proposed Ordinance No. 66-40 be moved to second reading and read by title only. Councilman Clyde Day seconded the motion and it carried.

Ordinance No. 66-40
(Zoning Ordinance)

The Deputy City Clerk read proposed Ordinance No. 66-40 by title only.

Councilman Moulden moved that proposed Ordinance No. 66-40 be adopted. Councilman Fee seconded the motion and it carried. Roll call vote: 9 ayes, nays - none.

Councilman Clyde Day introduced proposed Resolution No. 66-15 and asked that it be read by the Clerk.

RESOLUTIONS
Resolution No. 66-15
(Ornamental Street Lighting)

The Deputy City Clerk read proposed Resolution No. 66-15.

Councilman Fee moved that proposed Resolution No. 66-15 be adopted. Councilman Johnson seconded the motion and it carried.

Councilman Moulden introduced and read proposed Resolution No. 66-16.

Resolution No. 66-16
(Street Lights in
Sub-divisions)

Councilman Clyde Day moved that proposed Resolution No. 66-16 be adopted. The motion was seconded by Councilman Moulden and carried.

Councilman Fee introduced and read proposed Resolution No. 66-17.

Resolution No. 66-17
(Parks and Recreation
cut in Budget)

Dr. Day asked Mayor Hooker to comment. Mayor Hooker stated that an appeal was filed with the State Board of Tax Commissioners on October 3, 1966.

Dr. Derge questioned the use of the phrase "in an arbitrary and capricious manner" and was informed by City Attorney Cotner that this is a legal term and does not necessarily mean irresponsible.

Councilman Fee moved that proposed Resolution No. 66-17 be adopted. The motion was seconded by Councilman Harry Day and carried.

None.

None.

Councilman Johnson presented and read a recommendation from the Metropolitan Development and Growth Committee as follows: "I move that the Council recommend to the Board of Works that it move forward with the replacement of sidewalks and curbs within the area bounded by Washington Street, Morton Street, Seventh Street and Fourth Street, excluding the bounding streets, under the provisions of the law providing that the cost of such replacement be paid by abutting land owners and further, that the Council recommend that the Board of Works enter into a contract with the Public Service Company of Indiana to install a new ornamental street lighting system within the same area." Councilman Fee seconded the motion and it carried.

None.

None.

Councilman Derge voiced an objection to the filling operation started at the northwest corner of East Third Street and Indiana 46 By-pass. He said he believed the natural surface water flow will be altered thereby endangering adjoining property. He asked if the City Administration could do something to prevent this from becoming a major problem. Mayor Hooker said the Administration shares Dr. Derge's concern and that the Engineering Department is working on the matter.

Mayor Hooker reported that the annexation case has been taken under advisement by the judge. We should have an answer in two to three weeks. He commended City Attorney Cotner on his presentation of the case.

The street lights have been installed at the Dunn, Atwater, Henderson intersection. The overhead signs are in and will be put in soon. The landscaping will be done as soon as possible.

The initial phase of the second section of South Henderson street extension is almost completed. It should be opened to traffic in about two weeks.

Mr. Walter Roll has deeded the necessary property to the City to tie in the vital section from his property to Winslow Road.

As soon as the contractor on the new water line crosses the Monon Railroad, dirt will be hauled to the unimproved area of Walker Street.

Mayor Hooker commended Mrs. Stapleton, the Street Department and the Sanitation Department on the fine work done on the demonstration area in front of the Municipal Building. Mums were planted on both sides of the street and trees were planted on the north side of the street. The trees will screen the Post Office loading area.

RESOLUTIONS (continued)

Resolution No. 66-17
(continued)

PETITIONS AND COMMUNICATIONS

REPORTS FROM OFFICIAL BOARDS AND COMMISSIONS

REPORTS FROM STANDING COMMITTEES

(Sidewalk and Lighting Programs, Downtown)

REPORTS FROM SPECIAL COMMITTEES

REPORTS FROM CITY OFFICIALS AND DEPARTMENT HEADS

MESSAGES FROM COUNCILMEN

MESSAGES FROM THE MAYOR

The beautification will carry on East on Third Street for two blocks and from Washington Street to College Avenue.

Both the water and sewer programs are going well.

None.

Councilman Clyde Day moved that claims presented for payment on September 20, October 5 and October 7, 1966 be allowed. The motion was seconded by Councilman Byers and carried unanimously.

Council President Faris moved for adjournment at the hour of 9:25 p.m., E.S.T.

MESSAGES FROM THE MAYOR
(continued)

OTHER NEW BUSINESS

EXAMINATION OF CLAIMS

ADJOURNMENT

Charles J. Faris

Charles J. Faris, Council President

ATTEST:

Marian H. Tardy

Marian Tardy, City Clerk

File 66-15

CITY OF BLOOMINGTON, INDIANA

RESOLUTION NO. 66-15

A RESOLUTION RATIFYING AND APPROVING THE ACTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF BLOOMINGTON, INDIANA, IN ENTERING INTO A CONTRACT FOR ORNAMENTAL STREET LIGHTING SERVICE WITH PUBLIC SERVICE COMPANY OF INDIANA, INC., AN INDIANA CORPORATION, ON THE 6 DAY OF OCTOBER, 1966.

WHEREAS, HERETOFORE, to-wit: On the 6th day of October, 1966, the BOARD OF PUBLIC WORKS of the CITY OF BLOOMINGTON, INDIANA, acting for and in behalf of said CITY OF BLOOMINGTON, entered into the following contract for ornamental street lighting service with the PUBLIC SERVICE COMPANY OF INDIANA, INC., which said contract is in words and figures as follows, to-wit: (H.I.)

IN RE:

322 Atwater, Indiana, Tenn

AGREEMENT AND CONTRACT

FOR

ORNAMENTAL STREET LIGHTING SERVICE

between

PUBLIC SERVICE COMPANY OF INDIANA, INC.

and

CITY OF BLOOMINGTON _____, INDIANA

Date entered into _____

Date approved by PUBLIC SERVICE
COMMISSION OF INDIANA _____

Date service commenced _____

Date of expiration of fixed term _____

(After last date, agreement continues for successive terms of five years and is binding until 60 days' notice by either party prior to expiration of initial fixed term or any successive term of five years.)

AGREEMENT FOR ORNAMENTAL STREET LIGHTING SERVICE

THIS AGREEMENT made and entered into this.....day of....., 19...66,

by and between the CITY of BLOOMINGTON, a municipal

corporation in Monroe County and organized under the laws of the State of Indiana, acting by and

through its BOARD OF PUBLIC WORKS AND SAFETY (hereinafter called "Municipality"), party of the first part, and PUBLIC SERVICE COMPANY OF INDIANA, INC., a corporation organized under the laws of the State of Indiana (hereinafter called "Company"), party of the second part,

WITNESSETH:

That for and in consideration of the covenants and agreements of the respective parties hereto, hereinafter set forth, the parties hereto do hereby mutually covenant and agree as follows:

SECTION I. Company will furnish, in accordance with conditions hereinafter set out, all necessary equipment to provide, operate and maintain an ornamental street lighting system, and Company will furnish electric energy, all for the purpose of furnishing ornamental street lighting service to Municipality.

SECTION II. A detail of the locations of the lamps to be supplied for said ornamental street lighting system and the respective sizes of such lamps is set forth on the print hereto attached, bearing print No. D-24011, marked Exhibit "A" and made a part hereof the same as if incorporated herein.

The original installation, as shown on said Exhibit "A", provides for the minimum number of lamps of the respective sizes that shall be operated hereunder during the term of this agreement, said number and sizes being as follows:

SCHEDULE OF LAMPS

Mercury Vapor

19 - 400 Watt Mercury Vapor Luminaires

SECTION III. Except as otherwise provided in this agreement, Municipality shall pay Company for the operation of said ornamental street lighting system, and for the electric energy supplied therefor, an amount determined on the basis of the following rates per lamp per annum:

SCHEDULE OF RATES

\$115.80

Payments for said service and energy supplied shall be made by Municipality monthly in accordance with the provisions of SECTION V, paragraph (8), as hereinafter set out.

SECTION IV. Outage credit hereinafter provided for in SECTION V, paragraph (10), shall be in the following amounts:

SCHEDULE OF OUTAGE CREDITS

<i>Size of Lamp</i>	<i>Outage Credit</i>
19 - 400 Watt Mercury Vapor Luminaires	32¢ per lamp per night

SECTION V. The operation of the said ornamental street lighting system, and the supplying of electric energy therefor, shall be in accordance with the following provisions:

(1) *Ownership of System—Service Lines.* Company will, in accordance with the terms of this agreement, furnish, provide, install, own, operate and maintain the necessary transmission and distribution lines, wires, conduits, conductors, cables, masts, towers, poles, posts, transformers, lamps, fixtures and other appliances and structures for furnishing ornamental street lighting service to Municipality. The ownership of the property comprising said ornamental street lighting system is and shall remain in Company, and the termination of this agreement for any reason whatsoever shall not in any way affect such ownership by Company, nor deprive Company of the right either to remove any or all property comprising such system or any part thereof or to use the same in, or in connection with, the rendering of other public utility service by Company.

Company shall erect the service lines necessary to supply electric energy to the said ornamental street lighting system within the limits of the public streets and highways of Municipality or on private property as mutually agreed upon by the parties. Municipality shall assist Company, if necessary, in obtaining adequate written easements covering permission to install and maintain any service lines which it may be desirable to install upon private property.

Company shall not be required to pay for obtaining permission to trim or re-trim trees where such trees interfere with any service lines or wires of Company used for supplying electric energy to the ornamental street lighting system. Municipality shall assist Company, if necessary, in obtaining permission to trim trees when Company is unable to obtain such permission through its own best efforts.

(2) *Lighting Hours.* The lighting hours for the said ornamental street lighting system shall be on an "all-night" schedule which provides that lamps are to be lighted from approximately one-half ($\frac{1}{2}$) hour after sunset until approximately one-half ($\frac{1}{2}$) hour before sunrise each day in the year.

(3) *Maintenance of Lighting System.* Company will repair and/or replace and maintain all equipment owned by Company, including lamps and glassware, which may be necessary to provide continuous operation of the ornamental street lighting system.

(4) *Continuity of Service.* Company does not guarantee uninterrupted service from the ornamental street lighting system to be operated in accordance with this agreement, and shall not be liable for any interruption of service when such interruption is without wilful default or neglect on the part of Company, or is due to any cause beyond the control of Company including, but not limited to, strikes, lockouts, riots, insurrections, war, acts of the public enemy, fire from any cause, explosions, accidents, restraint of government, state or municipal interference, breakdowns, injuries to machinery, transmission or distribution systems, necessary repairs and renewals, or acts of God; but Company shall make all reasonable efforts to renew promptly the operation of the ornamental street lighting system in the event of any interruption to the service.

(5) *Liability.* Company shall protect and save Municipality harmless from any and all loss, damage or liability proximately caused by the negligence of Company in the installation and/or maintenance of the ornamental street lighting system, but this shall not be construed as any assumption of any liability for injury to or death of any person or for damage to any property caused by the failure of any lamp or lamps to operate.

(6) *Changes in Lamp Location.* Company will change the location of any lamp or lamps constituting a part of the ornamental street lighting system, which are, or may be, installed and/or operated under the terms of this agreement. Any such change in lamp location will be made only upon written order from Municipality. The actual cost and expense of making each such change in lamp location shall be borne by Municipality.

(7) *Additional System or Lamps.* The installation of an additional ornamental street lighting system or the installation of an additional ornamental lamp or lamps to the system herein contracted for, and the connecting to and/or furnishing of electric energy to such additional ornamental street lighting system, lamp or lamps, shall be subject to a separate or supplemental agreement for any such additional ornamental street lighting system, lamp or lamps.

(8) *Payments for Service.* Municipality shall accept service hereunder and pay for the same on the basis of each and every lamp installed and operated in accordance with the original number of lamps as set out in the "SCHEDULE OF LAMPS" of this agreement: provided, however, that, whenever Municipality shall order Company to increase the size of any lamp supplied hereunder, payments thereafter shall, because of such change,

be increased in accordance with the schedule of charges herein set out in "SCHEDULE OF RATES"; for the size lamp ordered. Bills for ornamental street lighting service hereunder shall be presented monthly by Company.

Subject to deductions for outage credits as herein provided and to increases as hereinabove in this section provided in case lamps of greater size are ordered installed by Municipality, the bills for ornamental street lighting service to be submitted by Company to Municipality for any month shall be in an amount equal to one-twelfth (1/12) of the annual charges herein provided for the original number of lamps to be supplied as set forth in "SCHEDULE OF LAMPS" hereof. After such bills have been presented for ornamental street lighting service rendered during the preceding month, Municipality shall make full payment within the ten (10) days immediately following the date for the next regular meeting of the proper municipal authorities having authority to approve such bills.

(9) *Delinquency.* If Municipality shall fail to pay any sum or sums of money as the same become due and payable for ornamental street lighting service rendered under the terms of this agreement and such delinquency continues for a period of thirty (30) days or longer, Company shall have the right to discontinue service to the ornamental street lighting system until such sum or sums of money shall have been fully paid, or Company shall have the right to cancel this agreement in its entirety and may, at its option, remove any parts or all of the ornamental street lighting equipment and system. Such discontinuance, cancellation or removal shall not release Municipality from liability for the payment of any sum or sums of money owing to Company for ornamental street lighting service theretofore furnished to Municipality nor relieve Municipality of liability to respond in damages for such violation of the terms of this agreement.

(10) *Deduction for Outage Credit.* Municipality, through its Police Department or other authorized agent, shall make a report of any lamp or lamps which are out of service during proper lighting hours. A copy of such report shall be delivered to Company's local or district office, or to such representative as Company may designate to receive such reports.

Company shall restore any lamp or lamps to service before the proper hour for lighting on the same day as reported if the report of lamp outage is received before the hour of 12 o'clock noon, or Company shall restore any lamp or lamps to service before the proper hour for lighting on the next succeeding day if the report of lamp outage is received after the hour of 12 o'clock noon. In the event of the failure to restore any lamp or lamps to service as hereinbefore provided, after receipt of the report hereinbefore provided for, Municipality shall, for each such lamp outage, receive a deduction for outage credit from the payment for ornamental street lighting service for the current month in accordance with the provisions of the "SCHEDULE OF OUTAGE CREDIT."

Such deductions for outage credit shall constitute the only liability that Company assumes or shall have because of the failure of any lamp or lamps to operate during lighting hours, and Company shall not be liable either to Municipality or to any third party or parties for any claims for damages directly or indirectly attributable to such lamp outage.

(11) *Rate Changes.* Should any change in the rates provided for herein be lawfully ordered by the Public Service Commission of Indiana, payments for service by Municipality to Company as provided for herein shall thereafter be made upon the basis of such new rates as changed and approved by the Public Service Commission of Indiana.

SECTION VI. This agreement shall become effective and binding upon the parties hereto when and as soon as it is approved by the Public Service Commission of Indiana. Service under this agreement shall commence as soon as practicable, but in no event later than 120 days after the date this agreement is approved by said Commission, and Company shall notify Municipality in writing as to the date on which service hereunder will be commenced. Unless and until otherwise ordered by said Commission, the initial fixed term of this agreement during which Municipality shall take and Company shall render service hereunder shall be ten (10) years from the said date when service commences hereunder, and after the said initial fixed term of ten (10) years this agreement shall continue in force and effect for successive terms of five years. Either one of the parties hereto upon at least sixty (60) days prior written notice to the other may terminate this agreement at the expiration of said initial fixed term of ten (10) years or at the expiration of any successive five-year term.

SECTION VII. From and after the date when service is commenced under this agreement, this agreement shall supersede any and all existing agreements between the parties hereto under the terms of which ornamental street lighting service is supplied by Company to Municipality for the system or part of a system hereinabove described, and all such other agreements as to ornamental street lighting service, or insofar as they cover such ornamental street lighting service, shall be deemed terminated and cancelled as of such date: provided, however, that such termination or cancellation shall not preclude or destroy the right of either party hereto thereafter to commence an action, and recover, for any unpaid bills or other damages resulting from any breach of such other agreement during the time the same was in force and effect.

SECTION VIII. All terms and stipulations heretofore made or agreed to in respect to ornamental street lighting service by Company to Municipality subsequent to the commencement of service hereunder are merged into this written agreement, and no previous or contemporaneous representations or agreements made by any officer, agent or employee of Company or Municipality shall be binding upon either party in connection with the rendering or receiving of ornamental street lighting service hereunder unless contained herein.

SECTION IX. Municipality represents and covenants that all things required by law precedent to the lawful execution by Municipality of this agreement have been prepared, given, held, submitted, furnished and properly done and performed.

SECTION X. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns.

IN WITNESS WHEREOF the parties hereto have caused quadruplicate copies of this agreement to be duly executed by their respective duly authorized proper officers, and their respective corporate seals to be affixed to such quadruplicate copies, and properly attested, all as of the day, month and year first above written.

CITY of BLOOMINGTON, Indiana,

By BOARD OF PUBLIC WORKS AND SAFETY

[Handwritten signatures: Howard A. Young, James H. Estlin]

ATTEST:

Marian H. Jarby
CITY Clerk ~~Treasurer~~

PUBLIC SERVICE COMPANY OF INDIANA, INC.,
(an Indiana corporation).

By _____
Vice President

ATTEST:

Assistant Secretary

; and

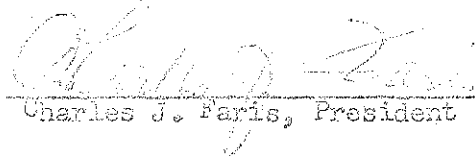
WHEREAS, all acts, conditions and things precedent to the execution of the contract hereinbefore set forth have happened and been properly done in regular and due form as required by law; and

WHEREAS, said contract has been submitted by said BOARD OF PUBLIC WORKS of the CITY OF BLOOMINGTON, INDIANA, to the COMMON COUNCIL of said CITY for its consideration and action thereon;


NOW, THEREFORE, Be It Resolved by the COMMON COUNCIL of the CITY OF BLOOMINGTON, in Monroe County, Indiana, as follows, to-wit:

That the foregoing contract made and entered into on the 6 day of October, 1966, between the BOARD OF PUBLIC WORKS of the CITY OF BLOOMINGTON, INDIANA, and the PUBLIC SERVICE COMPANY OF INDIANA, INC., be and the same is hereby in all things ratified, confirmed and approved.

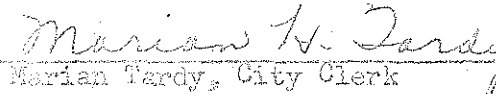
PRESIDING OFFICER OF THE COMMON COUNCIL
OF THE CITY OF BLOOMINGTON, INDIANA


Charles J. Paris, President

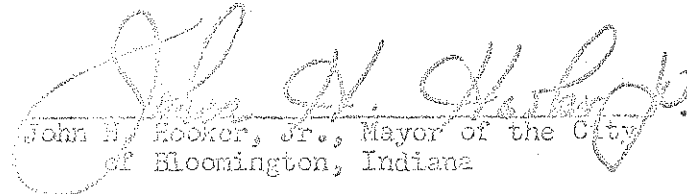
ATTEST:


Marian Tardy, City Clerk

Presented by me to the Mayor this 27 day of Oct, 1966.


Marian Tardy, City Clerk

Approved and signed this 27 day of October, 1966.


John H. Hooker, Jr., Mayor of the City
of Bloomington, Indiana

1st missing 10-6-66
Adopted 10-6-66

RESOLUTION NO. 66-16

WHEREAS, in the development and expansion of the City of Bloomington, Indiana, certain subdivisions are annexed to such city prior to the full development and occupancy of such subdivisions, and

WHEREAS, the developers of such subdivisions request street lighting service from the city, and

WHEREAS, certain subdivisions are not occupied to the extent that street lighting service is justified in such areas, and

WHEREAS, the city desires to set forth a policy under which street lighting service will be furnished to subdivisions.

NOW BE IT RESOLVED, by the Common Council of the City of Bloomington that street lighting service will be furnished by the city to subdivisions upon the following terms and conditions:

1. That in any subdivisions in which structures have been built upon not less than seventy per cent (70%) of the lots into which such subdivision is divided, the city shall furnish and pay for street lighting service at the intersections located within such subdivision.

2. That in any subdivision in which structures have been built upon less than seventy per cent (70%) of the lots into which such subdivision has been divided, the city shall furnish street lighting service at the request of the subdivider, with the subdivider to pay to the city the cost of such service annually for a period of two (2) years or until structures have been built upon seventy per cent (70%) of the lots into which such subdivision has been divided, whichever shall occur first. Thereafter, the city shall pay for such street lighting service.

COMMON COUNCIL OF THE CITY OF BLOOMINGTON

BY CHARLES J. FARIS, PRESIDING OFFICER

ATTEST:

MARIAN TARDY, CITY CLERK

Let reading 10-6-66
Adopted 10-6-66

RESOLUTION No. 66-17

WHEREAS, this Council after careful and full consideration approved a proper and reasonable budget for the Bloomington City Parks and Recreation Department, and

WHEREAS, the Monroe County Tax Adjustment Board reduced this budget in the amount of Forty Thousand Dollars (\$40,000.00) acting in an arbitrary and capricious manner and without regard to the needs of the Parks and Recreation Department and the citizens of the City of Bloomington,

NOW, THEREFORE BE IT RESOLVED that the Common Council of the City of Bloomington authorize and direct the Mayor of the City, as its executive officer, to effect an appeal of the action by the Monroe County Tax Adjustment Board in reducing the budget of the Bloomington City Parks and Recreation Department by an amount of Forty Thousand Dollars (\$40,000.00) to the Indiana State Board of Tax Commissioners and take all steps necessary to effect the restoration of the Parks and Recreation Department budget to the amount originally determined by this Council as proper.

COMMON COUNCIL OF THE CITY OF BLOOMINGTON

Charles J. Faris, Council President

ATTEST:

Marian Tardy, City Clerk