

In the Council Chambers, Municipal Building on December 15, 1966, at 7:30 p.m., E.S.T. Councilman Charles J. Faris presiding.

Council President Charles J. Faris.

Deputy City Clerk Miriam Pruett:

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 Paul Miller, Pastor of the First Presbyterian Church, who gave the invocation.

Mayor John H. Hooker, Jr.; Raymond E. Long, City Engineer; Howard A. Young, City Controller; F. Wilson Thrasher, Director, City Utilities; James D. Sargent, Street Commissioner; James R. East, Police Chief; Edward Miller, Fire Chief; Marian H. Tardy, City Clerk; R. E. Cook, City Chemist; Jerome T. Femal, Director, Parks and Recreation; Marvard Clark, Assistant City Engineer and Ralph Landrey, City Electrical Inspector.

Forty-two including James Root, Reporter for the Daily Herald Telephone; David Kinchen, Reporter for the Bloomington Tribune; James Deckard, WTTs Radio and John Johnson, Reporter for the Indiana Daily Student.

On motion of Councilman Fee, seconded by Councilman Clyde Day, the minutes of the regular meeting of December 1, 1966 were approved as typed and distributed. Motion carried.

None.

Councilman Clegg moved that proposed Ordinance No. 66-53 be advanced to second reading and be read by the Clerk by title only. Councilman Clyde Day seconded the motion and it carried.

The Deputy City Clerk read proposed Ordinance No. 66-53 by title only.

Councilman Fee moved that proposed Ordinance No. 66-53 be adopted. Councilman Clegg seconded the motion. Roll call vote: ayes - 9, nays - none. Motion carried.

Councilman Johnson moved that proposed Ordinance No. 66-46 be introduced and read by the Clerk. Councilman Fee seconded the motion and it carried.

The Deputy City Clerk read proposed Ordinance No. 66-46.

Councilman Derge moved that proposed Ordinance No. 66-54 be introduced and read by the Clerk. Councilman Fee seconded the motion and it carried.

The Deputy City Clerk read proposed Ordinance No. 66-54.

Councilman Harry Day moved that proposed Ordinance No. 66-55 be introduced and read by the Clerk. Councilman Moulden seconded the motion and it carried.

The Deputy City Clerk read proposed Ordinance No. 66-55.

Councilman Harry Day introduced Dr. Charles Gish, Director of Dental Health, Indiana State Board of Health.

REGULAR MEETING
COMMON COUNCIL OF THE
CITY OF BLOOMINGTON, INDIANA

CALL TO ORDER

ROLL CALL

INVOCATION

OFFICIALS IN ATTENDANCE

NUMBER OF CITIZENS
IN ATTENDANCE

MINUTES OF FORMER MEETING

REMONSTRANCES AND OBJECTIONS

ORDINANCES - SECOND READING

Ordinance No. 66-53
(Amendment to Traffic
Ordinance)

INTRODUCTION OF GENERAL
AND SPECIAL ORDINANCES

Ordinance No. 66-46
(Greater Bloomington Sesqui-
centennial Commission)

Ordinance No. 66-54
(Air Pollution Control)

Ordinance No. 66-55
(Fluoridation Ordinance)

Dr. Gish said the Indiana State Board of Health recommends the fluoridation of water. The proper approach to dental health is through education and prevention of dental disease. Indianapolis has had fluoridation for fifteen years.

Dr. Day introduced Mr. Hubert Davis of the Bedford, Indiana Water Company. Mr. Davis said Bedford has had fluoridation since 1952. The initial cost is not too great and the fluorides can be put into either raw or finished water. He said the fluoridation of water does not involve complicated mechanism but does require the employment of qualified personnel.

Mr. William Dellenback, photographer with the Sex Institute of the Department of Zoology of Indiana University, spoke at some length against the use of fluorides in the Bloomington water supply.

Also speaking against the use of fluorides was Dr. Arthur G. Blazey, President of the Davies-Martin County Medical Society.

Dr. Day thanked Dr. Gish and Mr. Davis for taking the time to attend this meeting and invited them to stay for the remainder of the meeting if they wished.

At 9:30 p.m. Council President Faris called a recess in the meeting.

At 9:45 p.m. the meeting reconvened.

Councilman Moulden moved that proposed Ordinance No. 66-56 be introduced and read by the Clerk. Councilman Johnson seconded the motion and it carried.

The Deputy City Clerk read proposed Ordinance No. 66-56.

Councilman Moulden moved that proposed Ordinance No. 66-57 be introduced and read by the Clerk. Councilman Johnson seconded the motion and it carried.

The Deputy City Clerk read proposed Ordinance No. 66-57.

Councilman Fee read proposed Resolution No. 66-24 and moved its adoption. Councilman Johnson seconded the motion and it carried.

Councilman Fee read proposed Resolution No. 66-26 and moved its ratification as recommended by the Board of Public Works. Councilman Moulden seconded the motion and it carried.

Councilman Fee read proposed Resolution No. 66-25 and moved its ratification as recommended by the Board of Public Works. Councilman Moulden seconded the motion and it carried.

None.

None.

None.

None.

None.

INTRODUCTION OF GENERAL
AND SPECIAL ORDINANCES
(CONTINUED)

Ordinance No. 66-55
(Fluoridation Ordinance)

Meeting recessed

Meeting reconvened.

Ordinance No. 66-56
(Fire Hydrant Ordinance)

Ordinance No. 66-57
(Annexation Ordinance -
Richard Schmalz)

RESOLUTIONS

Resolution No. 66-24
(Transfer of Funds)

Resolution No. 66-26
(Lease Agreement-Monroe
County Humane Association)

Resolution No. 66-25
(Maintenance Agreement-Town
of Nashville, East Monroe
Water Company and City of
Bloomington.)

PETITIONS AND COMMUNICATIONS

REPORTS FROM OFFICIAL BOARDS
AND COMMISSIONS

REPORTS FROM STANDING
COMMITTEES

REPORTS FROM SPECIAL
COMMITTEES

REPORTS FROM CITY OFFICIALS
AND DEPARTMENT HEADS

Councilman Moulden asked the status of the petition filed some time ago by Miller Courts requesting annexation.

MESSAGES FROM COUNCILMEN

Marvard Clark, Assistant City Engineer, replied that he had allowed the matter to drop when the recent annexation court case was won. However, since a petition for a new trial has been filed, he will continue his research and report at a later meeting.

Mayor Hooker thanked Dr. Gish for attending the meeting and expressed his gratitude for the help given the Council and the Administration. Mr. Hooker said the high caliber of the persons associated with the State Board of Health has never ceased to amaze him. He also recognized Mr. Davis and thanked him for taking the time from his duties to be present at this meeting.

MESSAGES FROM MAYOR

Mr. Hooker recalled one gentleman's statement that higher authority quite often induces endorsement. Mr. Hooker remarked that he has very high regard for Dr. Day and for the Indiana State Board of Health and feels that we should recognize the judgment and integrity of a person educated and experienced in his field and should be able to accept the information from persons such as these.

Mr. Hooker reported that all City Departments are in good condition and all projects are basically on schedule.

Mayor Hooker extended the Administration's wish for a Merry Christmas and a Happy New Year.

Mr. Hooker recommended to the Council that the editorial published in the December 7, 1966 issue of the Daily Herald Telephone, concerning Dr. Harry Day's receipt of the Community Service Award, be entered in the minutes.

Councilman Derge moved that the editorial, in its entirety, be made a part of the minutes of this meeting. Councilman Fee seconded the motion and it carried. Said editorial follows:

"HARRY G. DAY DESERVING OF AWARD

The rapid pace of the modern era and the accelerated demands of day to day business put a constant strain on people's time.

Fortunately, some miraculously are able to budget their time in such a manner that many hours are left over to participate in civic projects.

Harry G. Day, Indiana University chemistry professor, is one of those people.

He's a city councilman, a leader in health-welfare activities, head of the Community Action Board, a member of the Advisory Committee on School Needs of the Bloomington Metropolitan schools; member of the Hospital Advisory Council, and a member of the board of trustees of the First Methodist Church.

It's befitting that a man with such extreme devotion to his community should be singled out. A more deserving recipient of the Monroe County Community Council's meritorious service award could not be found."

None

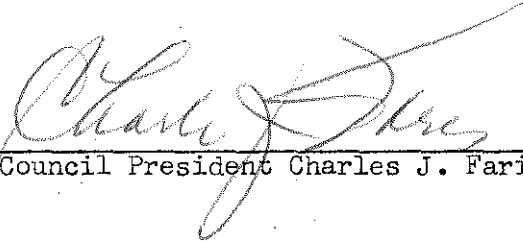
OTHER NEW BUSINESS

Councilman Clyde Day moved that claims presented for payment on December 16, 1966 be allowed. Councilman Byers seconded the motion and it carried unanimously.

EXAMINATION OF CLAIMS

Council President Faris moved for adjournment at
the hour of 10:10 p.m., E.S.T.

ADJOURNMENT



Council President Charles J. Faris

ATTEST:

Marian H. Tardy, City Clerk

Adopted 12-15-66

City Council
Bloomington, Indiana

Dec. 15, 1966

RESOLUTION NO. 66-24

I hereby respectfully request the following transfers be approved in order to pay claims against the City:

PARK & RECREATION DEPARTMENT

From - #71 - Buildings, Structures and Improvements	
to - #72 - Equipment-----	\$116.91
From - #21 - Communication and Transportation	
to - #22 - Heat, Light, Power, Sewage and Water -----	581.72
From - #25 - Repairs	
to - #22 - Heat, Light, Power, Sewage and Water -----	277.00
From - #44 - Other Materials	
to - #41 - Building Materials-----	164.37

PARKING METER - POLICE DEPARTMENT

From - #36 - Office Supplies	
to - #32 - Garage and Motor Supplies -----	5.00

ANIMAL SHELTER

From - #37 - Other Supplies	
to - #33 - Institutional and Medical -----	120.00

POLICE DEPARTMENT

From - #726 - Other Equipment	
to - #722 - Motor Equipment -----	2,000.00

FIRE DEPARTMENT

From - #37 - Other Supplies	
to - #33 - Institutional and Medical Supplies -----	10.00
From - #57 - Clothing (New Men)	
to - #54 - Clothing Allowances -----	100.00

Howard A. Young
Howard A. Young,
City Controller

Validated 12-15-66

Resolution No. 66-25

A G R E E M E N T

THIS AGREEMENT made and entered into by and between the Town of Nashville, Brown County, Indiana, hereinafter called FIRST PARTY, the East Monroe Water Company, a not-for-profit corporation, duly organized and existing under the laws of the State of Indiana, with its principal office in Monroe County, Indiana, hereinafter called SECOND PARTY, and City of Bloomington, Monroe County, Indiana, hereinafter called THIRD PARTY,

W I T N E S S E T H :

WHEREAS, SECOND PARTY is to construct a water line along State Highway 46 with its beginning point at a meter to be installed at the intersection of State Highway 46 and the Second Principal Meridian and its east terminus at a point along State Highway 46, East of Belmont in Brown County, Indiana, and at the terminus of the SECOND PARTY'S water line a meter will be installed and connect to a water line to be constructed by FIRST PARTY, and

WHEREAS, FIRST PARTY and SECOND PARTY propose to use said water line for the transmission of water for their respective uses, and

WHEREAS, FIRST PARTY and SECOND PARTY are proposing to purchase water from THIRD PARTY herein, and

WHEREAS, from time to time after the construction and during the period of the use of said water line for the transmission of water the same will necessitate maintenance and repairs, and

WHEREAS, THIRD PARTY has agreed to maintain and repair said water line as the same occurs.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS, TO-WIT:

THIRD PARTY agrees that it will provide the necessary equipment including tools, machinery, materials, labor and personnel, labor and supervision to maintain said water line and to make any repairs that are required thereon;

FIRST PARTY and SECOND PARTY shall be required to notify THIRD PARTY as to the necessity of any repairs or replacement as may be needed from time to time;

In the event of any emergency and THIRD PARTY shall be advised of any repairs it will promptly and expeditiously take all necessary steps to minimize and eliminate if possible, the loss of water through said line and to promptly repair the same; that it will, unless prevented by an emergency for repairs to the water lines for which it is primarily responsible, cause an adequate crew to be immediately dispatched for any emergency break in the water line of the SECOND PARTY herein;

In the event of an emergency and of the THIRD PARTY learning of the same without notification from either FIRST PARTY or SECOND PARTY, THIRD PARTY will promptly and expeditiously, under the terms of this agreement, take such steps as will be necessary to stop the loss of water and promptly cause such repairs as may be necessary to be made;

THIRD PARTY shall be paid on a time and material basis for all work done and shall provide FIRST PARTY and SECOND PARTY bills for the total repairs made on or before the first day of each month following the making of any such repairs or replacement and the FIRST PARTY shall pay $66 \frac{2}{3}\%$ of said billing, and SECOND PARTY shall pay $33 \frac{1}{3}\%$ of such billing prior to the fifteenth day of each month.

This agreement shall run for a period of forty (40) years from and after the 1st day of June, 1967.

For clarification purposes it is specifically understood and agreed that this agreement shall not extend to the water line of FIRST PARTY to be constructed by it, beginning with the East terminus of SECOND PARTY'S water line.

IN WITNESS WHEREOF the parties have hereunto set their hands and seals this _____ day of December, 1966.

TOWN OF NASHVILLE

By: _____ (SEAL)

FIRST PARTY

EAST MONROE WATER COMPANY

By: _____ (SEAL)

SECOND PARTY

CITY OF BLOOMINGTON

By: _____ (SEAL)

THIRD PARTY

H. A. Young
Howard A. Young

LEASE

THIS INDENTURE made this 15th day of DECEMBER, 1966, by and between the City of Bloomington a municipal corporation duly existing under the laws of the State of Indiana, hereinafter referred to as CITY, and Monroe County Humane Association, Inc., hereinafter called ASSOCIATION, WITNESSETH THAT:

WHEREAS, the CITY is a municipal corporation owning the real estate hereinafter described, and,

WHEREAS, ASSOCIATION desires to construct and make available to the Animal Control Commission of the City an animal shelter and desires for such purposes to lease such site from the CITY:

NOW THEREFORE for and in consideration of the sum of Four hundred (\$400.00) dollars payable in equal annual installments of Ten Dollars (\$10.00) each during the term of this lease, to be paid by the ASSOCIATION to the CITY on or before the 1st day of each year, and in further consideration of the mutual agreements herein contained, the parties agree as follows:

1. The City of Bloomington, Indiana, does hereby lease and let unto the ASSOCIATION for the use and purpose hereinafter stated, for the period of forty (40) years from this date, the following described real estate, to-wit:

A part of the Southwest Quarter of the Southwest Quarter of Section 16, Township 8 North, Range 1 West, Monroe County, Indiana, described as follows, to-wit: Beginning on the West line of State Highway Number 37 at a point four hundred eighty-one and five sixths (481 $\frac{5}{6}$ ths) feet North of the South line of said Section 16; thence North along the West line of State Highway Number 37 for a distance of three hundred ninety (390) feet; thence West for a distance of four hundred forty-eight (448) feet; thence South for a distance of three hundred ninety (390) feet more or less and to the South line of the grantors property; thence East for a distance of four hundred forty-eight (448) feet more or less and to the point of beginning and containing four (4) acres, more or less.

2. On the leased premises and at a location designated by the ASSOCIATION with the consent of CITY, which consent can not be unreasonably denied and within five (5) years thereafter, ASSOCIATION agrees to construct an animal shelter and additions where it will receive lost, strayed or unwanted dogs, cats or other small animals.

3. The CITY shall maintain and carry fire, hail and windstorm insurance upon the shelter buildings constructed on said property and

to the value of said shelter buildings. In the event of the damage or destruction of said buildings all insurance proceeds shall be paid over to the ASSOCIATION by the CITY and shall be used by such ASSOCIATION for the repair or replacement of said buildings.

4. ASSOCIATION further agrees at all times to keep said buildings in an good state of repair and to turn the site over to CITY at the termination of this lease.

5. ASSOCIATION agrees to accept dogs, cats and other small animals from the Humane Officer or police department of the City of Bloomington, Indiana, as well as private citizens of said City and CITY agrees not to operate any dog pound or other collection point of small animals or in any other way dispose of small animals so long as ASSOCIATION'S facilities are adequate to handle all small animals needing shelter therein. Nothing herein shall authorize ASSOCIATION to receive said animals for boarding purposes or to compete with private individuals in the business of boarding and keeping animals.

6. CITY agrees that in the event it should decide to sell or otherwise dispose of said property, the ASSOCIATION shall have a first option to purchase said property at the appraised fair market value of the land exclusive of the value of any improvements placed thereon by the ASSOCIATION, which sale shall be in accordance with the laws of the State of Indiana regarding the sale of municipally owned property.

7. In the event that any law is enacted by any governmental authority or any policy is formulated by the CITY that requires the ASSOCIATION to give, sell or dispose of the animals cared for at such shelter to any person, corporation or organization for any purpose considered by the ASSOCIATION as inconsistent with its policies as a Humane Association, then this lease may be rescinded by the ASSOCIATION. Such rescission shall be effected in writing addressed to the CITY after the approval of such rescission by a majority of the Board of Directors of the ASSOCIATION. In the event this lease is so rescinded by the ASSOCIATION in the aforesaid manner, the CITY agrees to purchase from the ASSOCIATION its equity in the building mentioned in this lease. The equity of the ASSOCIATION will be the full cost of the building less an accumulated yearly depreciation of two and one-half (2½) percent. Where improvements are added

the 2½% rate of depreciation shall start for the improved portion on the date the improvement is completed.

8. The CITY may at any time during the term or any renewal of this lease, terminate this lease upon the following conditions:

a. The payment to the ASSOCIATION of the replacement cost of the improvements placed upon the premises by the ASSOCIATION.

b. The execution of a lease for an equivalent area upon the same terms and conditions as are set forth herein.

9. The ASSOCIATION shall, upon the completion of the building herein agreed to be built by it, enter into a contract with the Animal Control Commission of the CITY making such building available for the exclusive use of said Animal Control Commission.

10. The ASSOCIATION shall use the premises for the location of an animal shelter thereon and appurtenant uses and no other use shall be permitted, and if such other use occurs, shall be grounds for the immediate termination of this lease by the CITY.

11. Nothing contained in this lease shall be construed to prohibit either party from further contracting with the County Commissioners of Monroe County, Indiana, in any matter regarding the control, collection or disposal of small animals except as specifically provided or prohibited herein.

12. At the expiration of this lease the ASSOCIATION shall have an option to renew same for an additional period of forty (40) years. Such option shall be exercised in writing addressed to CITY, within thirty (30) days after the expiration of this lease. The parties agree that the consideration for the continuation of this lease shall be the same as for the current term.

IN WITNESS WHEREOF the parties have hereunto caused this agreement to be executed this 15TH day of DECEMBER, 1966.

THE CITY OF BLOOMINGTON, INDIANA,
by the Board of Public Works thereof

Harward A. Young, SUPERVISOR

W. G. Gong, ENGINEER

J. J. Estner, City Attorney

THE MONROE COUNTY HUMANE ASSOCIATION,

BY: Ronald B. Teal

ATTEST:

Marian H. Jardy
City Clerk

Confirmed and Ratified by the Common Council
On December 15, 1966

Signed Charles J. Faris
Charles J. Faris, President Common Council