

ORDINANCE 2009-30

An Ordinance Approving the Interlocal Cooperation Agreement between the Town of Ellettsville and Monroe County, Indiana, regarding Building Code Authority.


WHEREAS, the Town of Ellettsville, Indiana ("Town") and the County of Monroe, Indiana ("County"), desire to enter interlocal agreement ("Agreement") which specifies the division authority pertaining to building and zoning issues between the Town and County;

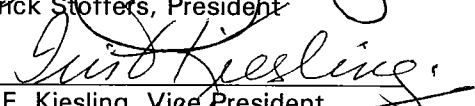
WHEREAS, the form of the Agreement has been developed and is attached to this Ordinance as Exhibit A;

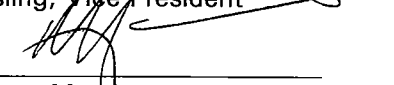
WHEREAS, the County, acting by and through its Board of Commissioners, hereby finds that the Agreement promotes the public interest and should be approved;

NOW, THEREFORE, BE IT ORDAINED by the Board of Commissioners of Monroe County, Indiana, that the Exhibit A Agreement shall be, and hereby is, approved. Such approval is subject to Ellettsville providing an executed copy of the agreement to the Monroe County Board of Commissioners prior to October 23, 2009.

Approved this 9th day of October, 2009, by the Board of Commissioners of Monroe County.

"AYES"


Patrick Stoffers, President


Iris F. Kiesling, Vice President


Mark Stoops, Member

"NAYS"

Patrick Stoffers, President

Iris F. Kiesling, Vice President

Mark Stoops, Member

ATTEST:


Amy Gerstman, Auditor

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
TOWN OF ELLETTSVILLE AND MONROE COUNTY, INDIANA
REGARDING BUILDING CODE AUTHORITY

WHEREAS, Indiana Code § 36-1-7-1 et seq. permits governmental entities to jointly exercise powers through Interlocal cooperation agreements; and

WHEREAS, the Town of Ellettsville, Indiana (“Town”), acting by and through its Town Council, and the County of Monroe, Indiana (“County”), acting by and through its Board of Commissioners and its County Council, hereby find, that it would be more cost effective and convenient, and that the interests of the citizens of Monroe County, Indiana, would be better served, if the responsibility for local building code administration, including permit application processing, project inspection, and permit issuance were vested in a single entity; and

WHEREAS, the City of Bloomington, Indiana, and the County have entered into an Interlocal agreement transferring City building code administration authority to the Monroe County Building Department; and

WHEREAS, the Town finds that the single entity best suited to exercise County-wide Building Code administration authority is the Monroe County Building Department; and

WHEREAS, the Town finds that it should transfer its building code administration authority to the County, through an Interlocal cooperation agreement; and

WHEREAS, this Interlocal Cooperation agreement (“Agreement”) reflects the commitments and understandings necessary to efficiently and effectively transfer building code administration powers from the Town to the County;

NOW, THEREFORE, the Town and the County hereby ordain and agree as follows:

Part 1. Definitions.

“Building Code Jurisdiction” refers to applicability, administration and enforcement of ordinances adopting state building, plumbing, electrical, mechanical, energy, conservation, swimming pool, fire safety and unsafe building codes.

“Town Zoning Jurisdiction Area” refers to those portions of the County over which the Town, by law or by Interlocal cooperation agreement, possesses planning, zoning, and subdivision control authority.

“County Zoning Jurisdiction Area” refers to those portions of the County over which the County, by law or by Interlocal cooperation agreement, possesses planning, zoning, and subdivision control authority.

Part 2. Building Code Jurisdiction.

The Monroe County Building Department shall enforce all State building, plumbing, electrical, mechanical, energy conservation, fire building safety, and unsafe building codes and ordinances, within the corporate limits of the Town. The Town will administer planning, zoning, and subdivision compliance functions within the Town Zoning Jurisdiction Area, including, without limitation, the assignment of street addresses.

- A. The Monroe County Building Department shall accept building permit applications and will provide review, issue permits, impose and receive fees, and provide inspections and enforcement, as required, for all buildings within the County in accordance with County Building Codes.
- B. Zoning compliances review and the issuance of a Certificate of Zoning Compliance (CZC”) by the Town are conditions precedent to the issuance of a building permit for any project located within the Town Zoning Jurisdiction Area. Unless otherwise instructed by the Town, for projects located within the Town Zoning Jurisdictions Area, the County will collect the Town Zoning Compliance Review Fees, in addition to the County Building, Permit Fee.
- C. The County may not issue a building permit for a project located within the Town Zoning Jurisdiction Area unless and until a Certificate of Zoning Compliance has been issued for the project by the Town. The County will transcribe the CZC conditions required by the Town onto the building permit; and the County will require compliance with the conditions as part of any temporary or permanent Certificate of Occupancy issued for the project by the County.
- D. The Town Planning Department will send a staff person to the Monroe County Building Department offices at least twice a week to pick up and return all permit application materials until such time as the Monroe County Building Department is able to electronically transmit such application materials directly to the Town Planning Department.
- E. The Town will inspect and enforce zoning and subdivision compliance and administer bonds within the Town Zoning Jurisdiction Area. The Monroe County Building Department will e-mail the Town Planning Department a Notice of Certificate of Occupancy Inspection to allow the Town and the County inspections to take place simultaneously where reasonably possible. The County and the Town will cooperate in providing information requested by the other party in a timely fashion.

- F. The County may not issue any construction, remodel, demolition, moving, or any other type of permit that might change the disposition of a structure to a residential rental within the corporate limits of the Town until the Town Planning Director has completed plan review and released the application. The County will schedule all final inspections of those permits with the Town Planning Director where reasonably possible. The County will not issue a Certificate of Occupancy to a residential rental property within the corporate limits of the Town unless and until compliance with the Town Codes has been demonstrated.
- G. The County agrees to collect and verify GIS data for the Town in a manner consistent with both the informational needs of the Town and the information gathering and processing capabilities of the County. The County shall provide such data as is customarily obtained through building permit administration and planning subdivision approvals. The County will cooperate in enhancing its computer capability and compatibility for information exchange with the Town.
- H. The County will notify the appropriate Fire Department for fire code inspections and shall transcribe all notations requested by the Fire Department, which jurisdiction over the project area, on to temporary and permanent Certificates of Occupancy. The County will notify the Town Fire Department to coordinate review, response, and comment to the State Fire and Building Safety Commission regarding all applications for variance within the corporate boundaries of the Town.
- I. The County shall inspect for compliance with all Town Utilities regulations and any Town ordinances governing construction/connection of utilities related to permit activity between the building and the connection to the Town's meter or main.
- J. The County shall issue stop work orders on Building Permits issued by the County where violations of applicable Town zoning/subdivision regulations, including erosion control, would result from continued construction activity, or where work is stayed due to an appeal to the Board of Zoning Appeals as provided in Indiana Code § 36-7-4-1001. The County shall issue such stop work order upon written request of the Town Planning Director. Enforcement action shall be taken by the governmental entity whose ordinances or conditions of approval have been violated.

Part 3. Recitals of Commitment, Purpose, Duration, and Renewal of Agreement.

- A. The level of cooperation recited in this Agreement is intended to exist in perpetuity for the efficient and effective delivery of governmental services to the citizens of Monroe County. However, the parties recognize that modifications may be required, both to the Agreement itself, or to the practices and procedures that bring the recitals contained within this document to fruition.

- B. Unless otherwise instructed by the Town, the County will collect the Town zoning Compliance Review Fee specified by the Town, pursuant to Part 2, Paragraph B of this Agreement, and will transmit the collected fees to the Town on a quarterly basis, in accordance with the County's claim payment procedures. No other payment will be due to the Town, from the County, under this Agreement.
- C. The term of this Agreement shall be for three (3) years, commencing on January 1, 2008, and ending on December 31, 2010. This Agreement may be renewed by mutual agreement of the parties for an appropriate term of years.
- D. The Town and County departments affected by the terms of this Agreement will continue to communicate and cooperate together to assure that the purposes of this Agreement are achieved on behalf of and to the benefit of the citizens of Monroe County, Indiana.

Part 4. Interpretation and Severability.

- A. Because the jurisdictional approach set forth in this Agreement departs from current practice, the parties acknowledge and agree that this Agreement shall be liberally construed so that the parties can cooperatively address unforeseen problems through the implementation of policies, with minimal need for Agreement amendment.
- B. If any provision of this Agreement is declared, by a court of competent jurisdiction, to be invalid, null, void, or unenforceable, the remaining provisions shall not be affected and shall have full force and effect.

Part 5. Approval, Consent and/or Cooperation.

Whenever this Agreement requires the approval, consent and/or cooperation of a party (or parties), said approval, consent and/or cooperation shall not be unreasonably withheld.

Part 6. Appropriation of Funds.

The parties acknowledge and agree that the performance of this Agreement is subject to the appropriation of sufficient funds by their respective fiscal bodies. The parties agree to make a good faith effort to obtain all necessary appropriations from their fiscal bodies and to comply with all provisions of this Agreement to the extent feasible under current or future appropriations.

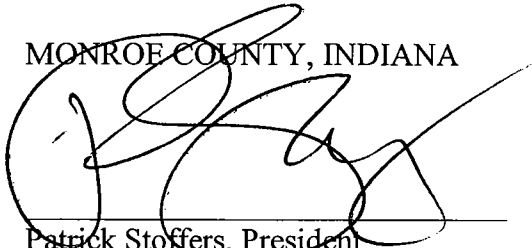
SO ADOPTED AND AGREED:

this 9th day of October, 2009;

this ____ day of October, 2009;

MONROE COUNTY, INDIANA

TOWN OF ELLETTSVILLE, INDIANA

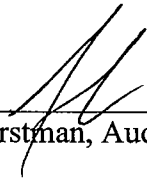


Patrick Stoffers, President
Monroe County Board of Commissioners

, President
Ellettsville Town Council

ATTEST:


ATTEST:



Amy Gerstman, Auditor

Sandy Hash, Clerk/Treasurer

and this ____, day of November, 2009



Vic Kelson, President
Monroe County Council

ATTEST:

Amy Gerstman, Auditor