

RESOLUTION 18-08

TO AMEND RESOLUTION 18-05 WHICH APPROVED AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF BLOOMINGTON AND MONROE COUNTY, INDIANA REGARDING BUILDING CODE AUTHORITY (To Reconcile Two Versions of the Agreement)

WHEREAS, on March 21, 2018, the Common Council of the City of Bloomington ("Council") considered Resolution 18-05 to approve the Building Interlocal Agreement, which is incorporated herein as Exhibit B ("Agreement") between the City of Bloomington and the Monroe County;

WHEREAS, on said date, the Council approved the Agreement and extended the Agreement to December 31, 2019; and

WHEREAS, on March 28, 2018, the County Commissioners approved an extension to the previous year Building Interlocal Agreement, which is incorporated herein as Exhibit A, by extending the expiration date of that Agreement through January 1, 2019; and

WHEREAS, there are minor differences between the two agreements; and

WHEREAS, the City of Bloomington wishes to amend Resolution 18-05 to reconcile said differences and to request the approval of the version of the Building Interlocal Agreement that was approved by the County Commissioners on March 28, 2018;

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

SECTION 1. It is in the best interests of the citizens of Bloomington, Indiana, to coordinate and combine certain building code services through interlocal cooperation with Monroe County Government as has been done since 1996; therefore, the City of Bloomington intends to continue such cooperation from April 1, 2018 through January 1, 2019, under the terms of the attached Interlocal Cooperation Agreement (Exhibit A).

SECTION 2. The Common Council of the City of Bloomington, as the fiscal and legislative body of the City of Bloomington, in Monroe County, Indiana, hereby approves the Interlocal Cooperation Agreement approved on March 28, 2018, pursuant to Indiana Code § 36-1-7-1, et seq.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this 2nd day of May, 2018.

dgranger
DOROTHY GRANGER, President
Bloomington Common Council

ATTEST:

NBOLDEN
NICOLE BOLDEN, Clerk
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this 3rd day of May, 2018.

NBOLDEN
NICOLE BOLDEN, Clerk
City of Bloomington

SIGNED and APPROVED by me upon this 7th day of May, 2018.

John Hamilton
JOHN HAMILTON, Mayor
City of Bloomington

SYNOPSIS

This resolution amends Resolution 18-05 to reconcile two versions of the interlocal agreement with Monroe County regarding the combining and coordinating of certain building code services. One version was approved by the Common Council by adoption of Resolution 18-05 in mid-March and the second version was approved by the County Commissioners later that month, just days before the existing agreement was to expire. The City of Bloomington and Monroe County have cooperated regarding the provision of these services for well over a decade and the major difference between these two agreements is that the version approved by the County would expire at the beginning of 2019 and the version approved by the City would expire at the end of that year. This resolution adopts the version of the agreement approved by Monroe County.

Note: The resolution was revised after it was distributed in the weekly Council Legislative Packet and introduced at the Regular Session. The revision corrected reference to the City in the Synopsis.

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
CITY OF BLOOMINGTON AND MONROE COUNTY, INDIANA
REGARDING BUILDING CODE AUTHORITY THROUGH JANUARY 1, 2019

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

WHEREAS, in 1996, the City of Bloomington, Indiana ("City"), acting by and through its Mayor and its Common Council, and the County of Monroe, Indiana ("County"), acting by and through its Board of Commissioners and its County Council, determined that the interests of the citizens of Monroe County, Indiana, would be better served by coordinating and combining certain City and County building code services through an interlocal cooperation agreement; and

WHEREAS, in 1996, the City and the County entered into a five-year interlocal cooperation agreement, effective beginning April 1, 1997, that conferred County-wide Building Code administration authority on the Monroe County Building Department; and

WHEREAS, the term of the original interlocal agreement has been extended to March 31, 2018;

WHEREAS, the City and the County have determined that it is more cost effective and convenient for the citizens of Monroe County, Indiana, to continue to have the authority, power and responsibility for local building code administration, including permit application processing, project inspection, and permit issuance vested in a single entity, the Monroe County Building Department; and

WHEREAS, this Interlocal Cooperation Agreement ("Agreement") reflects the commitments and understandings agreed to by the City and the County in order to efficiently and effectively provide the transfer of powers between the City and the County;

NOW, THEREFORE, the City and the County hereby agree as follows:

Part 1. Definitions.

"Building Permit" shall include without limitation any permit for construction, remodeling, demolition, moving, plumbing, electrical, or any other permit that affects construction, demolition, use and/or occupancy of land, buildings or structures, provided that such permit is within the scope of "Building Code Jurisdiction" as defined herein.

"Building Code Jurisdiction" refers to applicability, administration and enforcement of City and County ordinances adopting state building, plumbing, electrical, mechanical, energy conservation, swimming pool, and fire safety codes; specifically, this term refers to Monroe County Code

Chapter 430 and to those portions of Bloomington Municipal Code Title 17 that concern such State codes.

"City Zoning Jurisdiction Area" refers to those portions of the County over which the City, 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, and fire building safety codes, as adopted by City and County ordinances, within the corporate limits of the City, and within all other unincorporated areas of Monroe County, Indiana. The City will administer planning, zoning, and subdivision compliance functions within the City 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, receive fees, and provide inspections and enforcement, as required, for all buildings within the County in accordance with County Building Codes.
- B. City zoning compliance review and the issuance of a Certificate of Zoning Compliance ("CZC") by the City are conditions precedent to the issuance of a building permit for any project located within the City Zoning Jurisdiction Area. For projects located within the City Zoning Jurisdiction Area, the County will collect the City Zoning Compliance Review Fee, in the amount established by the City, in addition to the County Building Permit Fee.
- C. The County will not issue a building permit for a project located within the City Zoning Jurisdiction Area unless and until a Certificate of Zoning Compliance has been issued for the project by the City. The County will transcribe the CZC conditions required by the City 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 City Planning and Transportation Department will send a staff person to the Monroe County Building Department once a work day 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 City Planning and Transportation Department. Both parties agree to make their best efforts to expedite the processing of permits under this agreement, and specifically, County agrees to insure that permit applications are ready to be picked up by the City Planning and Transportation Department as soon as reasonably possible after receipt by the County, and City agrees to

review and act upon all permit applications as soon as reasonably possible after receipt from the County.

- E. The City will inspect and enforce zoning and subdivision compliance and administer bonds within the City Zoning Jurisdiction Area. The Monroe County Building Department will e-mail the City Planning and Transportation Department a Notice of Certificate of Occupancy Inspection to allow the City and the County inspections to take place simultaneously where reasonably possible. The County and the City will cooperate in providing information requested by the other party in a timely fashion.
- F. The County will 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 City until the City Code Enforcement Division ("HAND") has completed plan review and released the application. The County will schedule all final inspections of those permits with HAND where reasonably possible. The County will not issue a Certificate of Occupancy to a residential rental property within the corporate limits of the City unless and until compliance with the City of Bloomington Property Maintenance Code has been determined by HAND.
- G. For projects located within the corporate limits of the City, the County agrees to recognize and enforce Section 17.08.050(c) of the Bloomington Municipal Code which provides for the waiver of fees under specified conditions for eligible affordable housing projects up to the amount of \$2,500.00 per year.
- H. In recognition of the City's investment in the GIS mapping system, the County agrees to collect and verify GIS data for the City in a manner consistent with both the informational needs of the City 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 City.
- I. The County will notify the appropriate Fire Department for fire code inspections and shall transcribe all notations requested by the Fire Department, with jurisdiction over the project area, on to temporary and permanent Certificates of Occupancy. The County will notify the City 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 City.
- J. The County shall inspect for compliance with all City of Bloomington Utilities regulations and any City ordinances governing construction/connection of utilities related to permit activity between the building and the connection to City's meter or main.
- K. The County shall issue stop work orders on Building Permits issued by the County where violations of applicable City zoning/subdivision or historic preservation 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 City Planning and Transportation Director, the Transportation and Traffic Engineer, or the Director of Housing and Neighborhood Development. 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, and to the practices and procedures that bring the recitals contained within this document to fruition.
- B. The County will collect the City Zoning Compliance Review Fee specified by the City, pursuant to Part 2, Paragraph B of this Agreement, and will transmit the collected fees to the City on a quarterly basis. Payments to the City will be made as promptly as possible after April 1, July 1, October 1, and January 1 of each year of this Agreement, allowing for the County's claim processing procedures. No other payments will be due to the City, from the County, under this Agreement.
- C. The term of this Agreement shall be from April 1, 2018 through January 1, 2019. This Agreement may be renewed by mutual agreement of the parties for an appropriate term of years. This Agreement may be canceled by either party upon thirty (30) days written notice to the executive of the other party.
- D. The City 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.

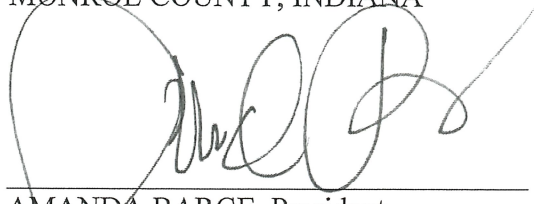
Whenever this Agreement requires the approval, consent and/or cooperation of a party (or parties), said approval, consent and/or cooperation shall not be unreasonably withheld.

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 councils. The parties agree to make a good faith effort to obtain all necessary appropriations from their councils and to comply with all provisions of this Agreement to the extent feasible under current or future appropriations.

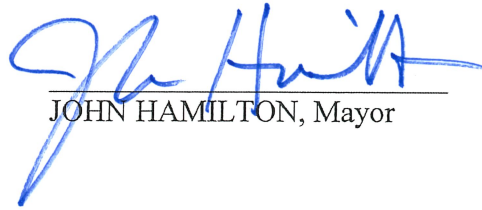
SO AGREED this 28 day of March, 2018.

MONROE COUNTY, INDIANA

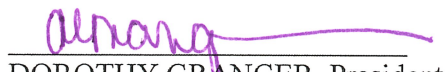


AMANDA BARGE, President
Monroe County Board of Commissioners

CITY OF BLOOMINGTON, INDIANA



JOHN HAMILTON, Mayor


DOROTHY GRANGER, President
Bloomington Common Council

ATTEST:

CATHERINE SMITH, Auditor

ATTEST:



NICOLE BOLDEN, City Clerk

Exhibit B - Interlocal Agreement Approved by the Common Council
with Adoption of Res 18-05

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
CITY OF BLOOMINGTON AND MONROE COUNTY, INDIANA
REGARDING BUILDING CODE AUTHORITY THROUGH DECEMBER 31, 2019

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

WHEREAS, in 1996, the City of Bloomington, Indiana ("City"), acting by and through its Mayor and its Common Council, and the County of Monroe, Indiana ("County"), acting by and through its Board of Commissioners and its County Council, determined that the interests of the citizens of Monroe County, Indiana, would be better served by coordinating and combining certain City and County building code services through an interlocal cooperation agreement; and

WHEREAS, in 1996, the City and the County entered into a five-year interlocal cooperation agreement, effective beginning April 1, 1997, that conferred County-wide Building Code administration authority on the Monroe County Building Department; and

WHEREAS, the term of the original interlocal agreement has been extended to March 31, 2018;

WHEREAS, the City and the County have determined that it is more cost effective and convenient for the citizens of Monroe County, Indiana, to continue to have the authority, power and responsibility for local building code administration, including permit application processing, project inspection, and permit issuance vested in a single entity, the Monroe County Building Department; and

WHEREAS, this Interlocal Cooperation Agreement ("Agreement") reflects the commitments and understandings agreed to by the City and the County in order to efficiently and effectively provide the transfer of powers between the City and the County;

NOW, THEREFORE, the City and the County hereby agree as follows:

Part 1. Definitions.

"Building Permit" shall include without limitation any permit for construction, remodeling, demolition, moving, plumbing, electrical, or any other permit that affects construction, demolition, use and/or occupancy of land, buildings or structures, provided that such permit is within the scope of "Building Code Jurisdiction" as defined herein.

"Building Code Jurisdiction" refers to applicability, administration and enforcement of City and County ordinances adopting state building, plumbing, electrical, mechanical, energy conservation, swimming pool, and fire safety codes; specifically, this term refers to Monroe County Code

Chapter 430 and to those portions of Bloomington Municipal Code Title 17 that concern such State codes.

"City Zoning Jurisdiction Area" refers to those portions of the County over which the City, 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, and fire building safety codes, as adopted by City and County ordinances, within the corporate limits of the City, and within all other unincorporated areas of Monroe County, Indiana. The City will administer planning, zoning, and subdivision compliance functions within the City 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, receive fees, and provide inspections and enforcement, as required, for all buildings within the County in accordance with County Building Codes.
- B. City zoning compliance review and the issuance of a Certificate of Zoning Compliance ("CZC") by the City are conditions precedent to the issuance of a building permit for any project located within the City Zoning Jurisdiction Area. For projects located within the City Zoning Jurisdiction Area, the County will collect the City Zoning Compliance Review Fee, in the amount established by the City, in addition to the County Building Permit Fee.
- C. The County will not issue a building permit for a project located within the City Zoning Jurisdiction Area unless and until a Certificate of Zoning Compliance has been issued for the project by the City. The County will transcribe the CZC conditions required by the City 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 City Planning and Transportation Department will send a staff person to the Monroe County Building Department once a work day 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 City Planning and Transportation Department. Both parties agree to make their best efforts to expedite the processing of permits under this agreement, and specifically, County agrees to insure that permit applications are ready to be picked up by the City Planning and Transportation Department as soon as reasonably possible after receipt by the County, and City agrees to

review and act upon all permit applications as soon as reasonably possible after receipt from the County.

- E. The City will inspect and enforce zoning and subdivision compliance and administer bonds within the City Zoning Jurisdiction Area. The Monroe County Building Department will e-mail the City Planning and Transportation Department a Notice of Certificate of Occupancy Inspection to allow the City and the County inspections to take place simultaneously where reasonably possible. The County and the City will cooperate in providing information requested by the other party in a timely fashion.
- F. The County will 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 City until the City Code Enforcement Division ("HAND") has completed plan review and released the application. The County will schedule all final inspections of those permits with HAND where reasonably possible. The County will not issue a Certificate of Occupancy to a residential rental property within the corporate limits of the City unless and until compliance with the City of Bloomington Property Maintenance Code has been determined by HAND.
- G. For projects located within the corporate limits of the City, the County agrees to recognize and enforce Section 17.08.050(c) of the Bloomington Municipal Code and the waiver of fees under specified conditions for eligible affordable housing projects.
- H. In recognition of the City's investment in the GIS mapping system, the County agrees to collect and verify GIS data for the City in a manner consistent with both the informational needs of the City 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 City.
- I. The County will notify the appropriate Fire Department for fire code inspections and shall transcribe all notations requested by the Fire Department, with jurisdiction over the project area, on to temporary and permanent Certificates of Occupancy. The County will notify the City 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 City.
- J. The County shall inspect for compliance with all City of Bloomington Utilities regulations and any City ordinances governing construction/connection of utilities related to permit activity between the building and the connection to City's meter or main.
- K. The County shall issue stop work orders on Building Permits issued by the County where violations of applicable City zoning/subdivision or historic preservation 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 City

Planning and Transportation Director, the Transportation and Traffic Engineer , or the Director of Housing and Neighborhood Development. 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, and to the practices and procedures that bring the recitals contained within this document to fruition.
- B. The County will collect the City Zoning Compliance Review Fee specified by the City, pursuant to Part 2, Paragraph B of this Agreement, and will transmit the collected fees to the City on a quarterly basis. Payments to the City will be made as promptly as possible after April 1, July 1, October 1, and January 1 of each year of this Agreement, allowing for the County's claim processing procedures. No other payments will be due to the City, from the County, under this Agreement.
- C. The term of this Agreement shall be from April 1, 2018 through December 31, 2019. This Agreement may be renewed by mutual agreement of the parties for an appropriate term of years.
- D. The City 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.

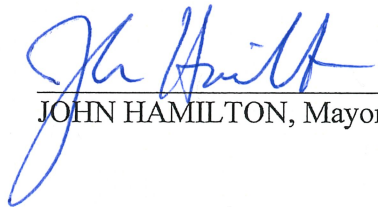
The parties acknowledge and agree that the performance of this Agreement is subject to the appropriation of sufficient funds by their respective councils. The parties agree to make a good faith effort to obtain all necessary appropriations from their councils and to comply with all provisions of this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

SO AGREED this 2nd day of May, 2018.


MONROE COUNTY, INDIANA

CITY OF BLOOMINGTON, INDIANA

AMANDA BARGE, President
Monroe County Board of Commissioners



JOHN HAMILTON, Mayor



DOROTHY GRANGER, President
Bloomington Common Council

ATTEST:

ATTEST:

CATHERINE SMITH, Auditor

NICOLE BOLDEN, City Clerk