



# City of Bloomington Common Council

## Legislative Packet

Containing legislation and materials related to:

Wednesday, 15 December 2021

Regular Session

6:30 pm

*\*Please see the notes on the [Agenda](#) addressing public meetings during the public health emergency. For a schedule of upcoming meetings of the Council and the City's boards and commissions, please consult the City's [Calendar](#).*



# CITY OF BLOOMINGTON COMMON COUNCIL

AGENDA AND NOTICE:  
REGULAR SESSION  
WEDNESDAY | 6:30 PM  
15 DECEMBER 2021

*Per IC 5-14-1.5-3.7, this meeting will be conducted electronically.  
The public may access the meeting at the following link:*

<https://bloomington.zoom.us/j/82694287392?pwd=bmhlcHlvMXhSdUJlVZGFsSGN5Qm11Zz09>

- I. **ROLL CALL**
- II. **AGENDA SUMMATION**
- III. **APPROVAL OF MINUTES - None**
- IV. **REPORTS** *(A maximum of twenty minutes is set aside for each part of this section.)*
  - A. **Councilmembers**
  - B. **The Mayor and City Offices**
  - C. **Council Committees**
  - D. **Public\***
- V. **APPOINTMENTS TO BOARDS AND COMMISSIONS**
- VI. **LEGISLATION FOR SECOND READINGS AND RESOLUTIONS**
  - A. Ordinance 21-46 - To Amend Title 8 of the Bloomington Municipal Code, Entitled “Historic Preservation and Protection” to Establish a Historic District – Re: the James Faris House Historic District (William Bianco, Owner And Petitioner)
  - B. Resolution 21-37- Approval of Interlocal Cooperation Agreement Between the City of Bloomington and Monroe County, Indiana –Re: Building Code Authority
  - C. Resolution 21-38 - To Approve an Interlocal Cooperation Agreement Between the City of Bloomington and Monroe County, Indiana in Regards to the 2020 and 2021 Edward Byrne Memorial Justice Assistance Grant (JAG)
- VII. **LEGISLATION FOR FIRST READINGS**
- VIII. **ADDITIONAL PUBLIC COMMENT\*** *(A maximum of twenty-five minutes is set aside for this section.)*
- IX. **COUNCIL SCHEDULE**
- X. **ADJOURNMENT**

\*Members of the public may speak on matters of community concern not listed on the agenda at one of the two public comment opportunities. Citizens may speak at one of these periods, but not both. Speakers are allowed five minutes; this time allotment may be reduced by the presiding officer if numerous people wish to speak.

Posted: 10 December 2021

**STATEMENT ON PUBLIC MEETINGS DURING THE PUBLIC HEALTH EMERGENCY**

*Under Indiana Code 5-14-1.5-3.7, during a declared public health emergency, the Council and its committees may meet by electronic means. The public may simultaneously attend and observe this meeting at the link provided above. Please check [the Council Website at https://bloomington.in.gov/council](https://bloomington.in.gov/council) for the most up-to-date information on how the public can access Council meetings during the public health emergency.*



**City of Bloomington  
Office of the Common Council**

**NOTICE**

**Wednesday, 15 December 2021**

**Regular Session at 6:30 pm**

*Per IC 5-14-1.5-3.7, this meeting will be conducted electronically.*

*The public may access the meeting at the following link:*

<https://bloomington.zoom.us/j/82694287392?pwd=bmhlcHlvMXhSdUJlVZGFsSGN5Qml1Zz09>

As a quorum of the Council or its committees may be present, this gathering constitutes a meeting under the Indiana Open Door Law (I.C. § 5-14-1.5). For that reason, this statement provides notice that this meeting will occur and is open for the public to attend, observe, and record what transpires.

**STATEMENT ON PUBLIC MEETINGS DURING THE PUBLIC HEALTH EMERGENCY**

*Under Indiana Code 5-14-1.5-3.7, during a declared public health emergency, the Council and its committees may meet by electronic means. The public may simultaneously attend and observe this meeting at the link provided above. Please check <https://bloomington.in.gov/council> for the most up-to-date information on how the public can access Council meetings during the public health emergency.*



**MEMO FROM COUNCIL OFFICE ON:**

**Ordinance 21-46 – To Amend Title 8 of the Bloomington Municipal Code, Entitled “Historic Preservation and Protection” to Establish a Historic District – Re: The James Faris House Historic District (William Bianco, Owner and Petitioner)**

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**Synopsis**

This ordinance amends Chapter 8.20 of the Bloomington Municipal Code entitled “List of Designated Historic and Conservation Districts” in order to designate “The James Faris House,” parcel number 53-08-03-300-001.000-009, located at 2001 East Hillside Drive, Lot 8, City of Bloomington, Monroe County, Indiana, as a historic district. Built in 1852, The James Faris House is a remarkable intact example of the I-House form in Bloomington. The home is only one of a handful of Covenanter brick farmhouses from the early settlement period of Bloomington that still stand and it maintains a high level of historic integrity due to the unaltered state of the original portion of the house. The house is associated with James Faris, the first ordained minister of the Covenanter Church in Bloomington, a philanthropist, and a purported conductor on the Underground Railroad.

**Relevant Materials**

- [Ordinance 21-46](#)
- Staff Memo, Housing and Neighborhood Development
- Staff Report from Bloomington Historic Preservation Commission
- Location Map
- Photos

**Summary**

[Ordinance 21-46](#) would classify “The James Faris House” property as notable and would designate it as a historic district as provided under Title 8 of the Bloomington Municipal Code entitled “Historic Preservation and Protection”. The provisions of BMC Title 8 are enabled by state law under Indiana Code 36-7-11 (and following provisions) and are intended to

- Protect historic and architecturally-worthy properties that either impart a distinct aesthetic quality to the City or serve as visible reminders of our historic heritage;
- Ensure the harmonious and orderly growth and development of the City;
- Maintain established residential neighborhoods in danger of having their distinctiveness destroyed;
- Enhance property values and attract new residents; and
- Ensure the viability of the traditional downtown area and to enhance tourism

[BMC 8.02.010](#)

The Historic Preservation Commission (“HPC”) is authorized to make recommendations to Council regarding the establishment of historic districts either on its own accord or by petition of the property owner. The HPS held a public hearing on October 14, 2021 to consider the proposed historic designation and has recommended that the James Faris House be designated as a local historic district due to:



## City of Bloomington Indiana

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- the property's association with the James Faris, a member of the early Covenanter Church in Bloomington, a community leader, and a purported conductor on the Underground railroad;
- its architectural significance as one of a handful of Covenanter brick farmhouse from the early settlement period of Bloomington that still stands; and
- its historical significance as one of the oldest brick I-house form buildings in Bloomington and maintaining a high level of historic integrity due to the unaltered state of the original portion of the house.

A historic district designation authorizes the Commission to review and issue a certificate of appropriateness prior to the issuance of a permit for, or prior to work beginning on any of the following within all areas of an historic district:

- The demolition of any building;
- The moving of any building;
- A conspicuous change in the exterior appearance of any historic building or any part of or appurtenance to such a building, including walls, fences, light fixtures, steps, paving, and signs by additions, reconstruction, alteration, or maintenance involving exterior color change if cited by individual ordinance, or
- Any new construction of a principal building or accessory building or structure subject to view from a public way.

### [BMC 8.02.010](#)

In order to bring forward a historic designation, local code requires that the Commission hold a public hearing, which in this case was properly noticed and held on October 14, 2021. Additionally the Commission is required to submit a map and staff report (Report) to the Council. The map identifies the district and classifies properties, and the Report explains these actions in terms of the historic and architectural criteria set forth in the ordinance. ([BMC 8.08.010\(e\)](#)). These criteria provide the grounds for the designation.

### Ordinance 21-46:

- Approves the map and establishes the district, which provides the basis for the designation;
- Incorporates the map and the report by reference and provides that copies of each are on file with the Clerk and available for public inspection;
- Describes the district and classifies the property;
- Inserts the newly-established district into the List of Historic and Conservation Districts contained within BMC 8.20.

### **Contact**

Gloria Colom, Historic Preservation Program Manager, (812) 349-3420,  
[gloria.colom@bloomington.in.gov](mailto:gloria.colom@bloomington.in.gov)

**ORDINANCE 21-46**

**TO AMEND TITLE 8 OF THE BLOOMINGTON MUNICIPAL CODE, ENTITLED  
“HISTORIC PRESERVATION AND PROTECTION”  
TO ESTABLISH A HISTORIC DISTRICT –  
Re: The James Faris House Historic District  
(William Bianco, Owner and Petitioner)**

- WHEREAS, the Common Council adopted Ordinance 95-20 which created a Historic Preservation Commission (“Commission”) and established procedures for designating historic districts in the City of Bloomington; and
- WHEREAS, on October 14, 2021, the Commission held a public hearing for the purpose of allowing discussion and public comment on the proposed historic designation of the James Faris House located at 2001 E Hillside Dr., Lot 8; and
- WHEREAS, at the same hearing, the Commission found that the building has historic and architectural significance that merits the protection of the property as a historic district; and
- WHEREAS, at the same hearing, the Commission approved a map and written report which accompanies the map and validates the proposed district by addressing the criteria outlined in Bloomington Municipal Code 8.08.010; and
- WHEREAS, at the same hearing the Commission voted to submit the map and report which recommended local historic designation of said properties to the Common Council; and
- WHEREAS, the report considered by the Commission at this hearing notes that this property is a two story brick, federal style I-House built in 1852 by James Faris who was the first ordained minister of the Covenanter church in Bloomington, a philanthropist, and a purported conductor on the Underground Railroad. The property is rated as “Notable” on the State Historic Architectural and Archeological Research Database (SHAARD).

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

SECTION 1. The map setting forth the proposed historic district for the site is hereby approved by the Common Council, and said historic district is hereby established. A copy of the map and report submitted by the Commission are attached to this ordinance and incorporated herein by reference and two copies of them are on file in the Office of the Clerk for public inspection.

The legal description of this property is further described as:

53-08-03-300-001.000-009 in the City of Bloomington, Monroe County, Indiana.

SECTION 2. The property at “2001 East Hillside Drive, Lot 8.” shall be classified as “Notable”.

SECTION 3. Chapter 8.20 of the Bloomington Municipal Code, entitled “List of Designated Historic and Conservation Districts,” is hereby amended to insert “The James Faris House” and such entry shall read as follows:

The James Faris House

2001 East Hillside Drive, Lot 8

SECTION 4. If any section, sentence, or provision of this ordinance, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 5. This ordinance shall be in full force and effect from and after its passage by the Common Council of the City of Bloomington and approval of the Mayor.

PASSED AND ADOPTED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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JIM SIMS, President  
City of Bloomington

ATTEST:

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NICOLE BOLDEN, Clerk  
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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NICOLE BOLDEN, Clerk  
City of Bloomington

SIGNED and APPROVED by me upon this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

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JOHN HAMILTON, Mayor  
City of Bloomington

#### SYNOPSIS

This ordinance amends Chapter 8.20 of the Bloomington Municipal Code entitled "List of Designated Historic and Conservation Districts" in order to designate "The James Faris House," parcel number 53-08-03-300-001.000-009, located at 2001 East Hillside Drive, Lot 8, City of Bloomington, Monroe County, Indiana, as a historic district. Built in 1852, The James Faris House is a remarkable intact example of the I-House form in Bloomington. The home is only one of a handful of Covenanter brick farmhouses from the early settlement period of Bloomington that still stand and it maintains a high level of historic integrity due to the unaltered state of the original portion of the house. The house is associated with James Faris, the first ordained minister of the Covenanter Church in Bloomington, a philanthropist, and a purported conductor on the Underground Railroad.



# MEMO:

**To:** City of Bloomington Common Council  
**From:** John Zody, Director of Housing & Neighborhood Development  
Gloria M. Colom Braña, Program Manager  
**Date:** November 12, 2021  
**Re:** Request to Designate the James Faris House as a Historic District

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The property known as the “James Faris House” located at 2001 E Hillside St, Lot 8, consists of two structures in a parcel under an acre in size.

James Faris moved to Bloomington in 1827 to serve as the first pastor of the Reformed Presbyterian Church, also known as the Covenanters. Like other members of the congregation James Faris was an abolitionist. It is purported that Faris, along with his neighbor and friend Thomas Smith were conductors of the Underground Railroad. Faris was also a farmer and had the original 160 acre homestead where most of Indiana University sports and recreational events take place. Faris eventually purchased an additional 133 acres of “well-improved lands” southeast of town. He built his final house, and the structure being nominated on second farm, very near the Thomas Smith House and across the street from the Covenanter graveyard in 1852. Faris passed away a few years later but his family remained in Bloomington for generations, attending Indiana University and participating in local business and politics.

The James Faris House is Federal style brick I-House, architectural form found throughout the Southern and Midwestern United States, and can be traced back to seventeenth century England commonly built throughout the nineteenth century. The foundations were made using locally sourced limestone and the walls of handmade bricks produced on site. Most of the windows and doors are original. One of the chimneys has had a modern addition attached to it. The house has a double height porch in the back. The original structure currently has a noncontributing expansion that houses the kitchen, which was originally an outdoor kitchen located on the same footprint.

The house is surrounded by a handcrafted nineteenth century wrought iron fence that has been maintained and restored by the current owners.

The property is rated as Notable on the Indiana Historic Sites and Structures Inventory (IHSSI), survey number 105-055-61675.

On October 14, 2021, the Historic Preservation Commission held a public hearing for the purpose of allowing discussion and public comment on the proposed historic designation of the James Faris House. The Commission found that the building has historic and architectural significance that merits the protection of the property as a historic district, and unanimously

voted to submit the map and staff report to the Common Council. In the staff report you will find a map of the Property.

The property at 2001 East Hillside Drive, Lot 8, Bloomington, IN 47401, qualifies for local designation under the following highlighted criteria found in Ordinance 95-20 of the Municipal Code (1) a // (2) e, g.

- (1) Historic:
  - a) **Has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, state, or nation; or is associated with a person who played a significant role in local, state, or national history; or**
  - b) Is the site of an historic event; or
  - c) **Exemplifies the cultural, political, economic, social, or historic heritage of the community.**
  
- (2) Architectural:
  - a) Embodies distinguishing characteristics of an architectural or engineering type; or
  - b) Is the work of a designer whose individual work has significantly influenced the development of the community; or
  - c) Is the work of a designer of such prominence that such work gains its value from the designer's reputation; or
  - d) Contains elements of design, detail, materials, or craftsmanship which represent a significant innovation; or
  - e) **Contains any architectural style, detail, or other element in danger of being lost; or**
  - f) Owing to its unique location or physical characteristics, represents an established and familiar visual feature of the city; or
  - g) **Exemplifies the built environment in an era of history characterized by a distinctive architectural style**

**Background:** The proposed single-property district 2001 East Hillside Drive, Lot 8 consists of two buildings in a lot measuring less than one acre. The main house is a two story brick, federal style I-House was built in 1852 by James Faris.

The house is currently owned by William Bianco and Regina A. Smyth. They have restored, the house and had the property listed on Indiana's register of Historic Sites.

The Faris house sits in the middle of the Steir Park neighborhood. This small neighborhood was the product of a subdivision of the remaining lands around the Faris house in the 1970's into 10 equally divided lots.

**Historical Significance:**

(A) Has significant character, interest, or value as part of the development, heritage, or cultural characteristics of the city, state, or nation; or is associated with a person who played a significant role in local, state, or national history.

James Faris was born in South Carolina in 1791. He moved to Bloomington, Indiana in 1826 and became the first Pastor of the Bloomington Reformed Presbyterian church in 1827. Members of the Faris family have continued to live in Bloomington to this day.

James Faris was known for his abolitionist ideals and along with Thomas Smith, was purported to be part of the Underground Railroad.

**Architectural Significance:**

(E) Contains any architectural style, detail, or other element in danger of being lost.

(G) Exemplifies the built environment in an era of history characterized by a distinctive architectural style.

Built in 1853, the James Faris House is a remarkably intact example of the I-House form in Bloomington. The I-House was constructed by gentleman farmers and was symbol of economic prosperity and was traditionally two-stories tall, two rooms wide, and one room deep. The style was prominent in Indiana from 1820 to 1890. The house is built from handmade brick which means that it was dug and fired on site. The flat brick arches over the first floor windows are characteristic of early houses in Monroe County, such as the Glassie/Henderson House which was built in the 1830s.

Despite such a high degree of original architectural detailing on the home, there have been several additions to the original I-House. The twentieth century kitchen wing sits atop the former exterior kitchen.

**Financial Impact Statement:**

There is no anticipated fiscal impact according to BMC 2.04.090 associated with this Ordinance.

**Recommendation: Approval**

Staff recommends property parcel 53-08-03-300-001.000-009 (The James Faris House) be designated as a local historic district. After careful consideration of the application and review of the Historic District Criteria as found in Ordinance 95-20 of the Municipal Code, staff finds that the property not only meets, but exceeds the minimum criteria listed in the code.

The property meets Criteria 1(a) because of its association with James Faris, a member of the early Covenant Church in Bloomington, community leader, and a purported conductor on the Underground Railroad.

The property meets Criteria 2 (e) because the home is only one of a handful of Covenant brick farmhouses from the early settlement period of Bloomington that still stands.

The property meets Criteria 2(g) because it one of the few brick I-house form buildings in Bloomington and maintains a high level of historic integrity due to the unaltered state of the original portion of the house.

### List of Figures

Figure 1: Map of the property

Figure 2: Sketch by Bob Rhode

Figure 3: Walter F. Woodburn in front of the Faris House, (1961 or earlier)

Figure 4: Southeast Elevation

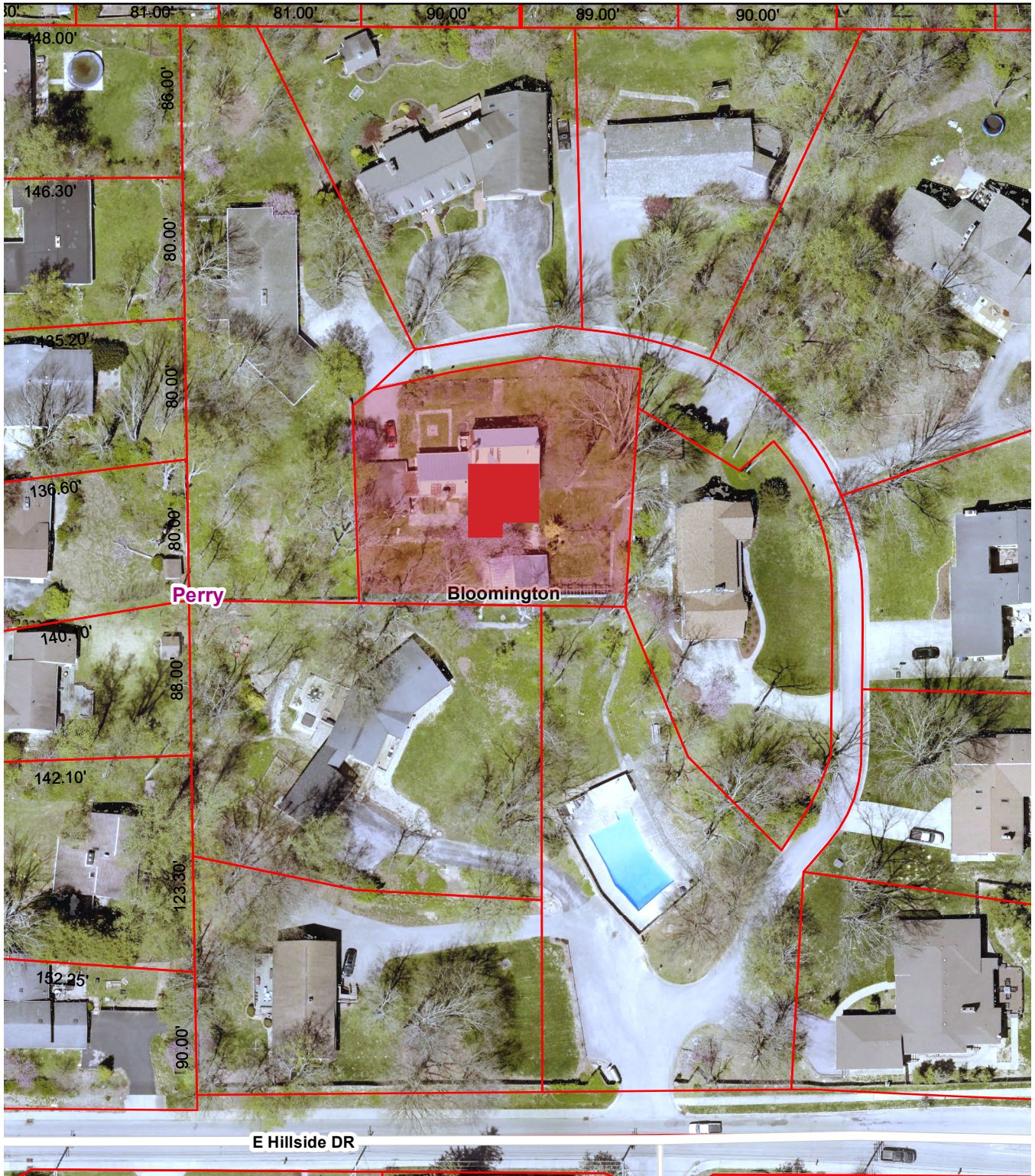
Figure 5: North elevation






Figure 6: Southwest elevation of the house.

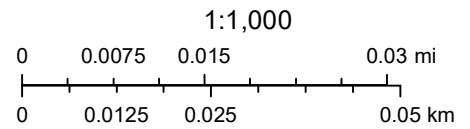
Figure 7: West elevation

# James Faris House

2001 E Hillside Drive, Lot 8, Bloomington, Indiana



-  Townships
-  Parcels
-  HP OVERLAY
-  Site
-  Historic Structure





Art by Bob Rhode

# Bicentennial sketch: Faris house













## MEMO FROM COUNCIL OFFICE ON:

### **Resolution 21-37 – Approval of Interlocal Cooperation Agreement between the City of Bloomington and Monroe County, Indiana Re: Building Code Authority**

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#### **Synopsis**

The attached Interlocal Cooperation Agreement (Exhibit A) extends through January 1, 2023 the long-term arrangement between the City of Bloomington and Monroe County to combine and coordinate the provision of certain building code services. This interlocal cooperation is authorized by Indiana Code § 36-1-7-1.

#### **Relevant Materials**

- [Resolution 21-37](#)
- Exhibit A - Interlocal Cooperation Agreement (Building Code Authority)
- Staff Memo – Mike Rouker, Acting/Interim Corporation Counsel
- Fiscal Impact Statement

#### **Summary**

[Resolution 21-37](#) approves an Interlocal Agreement with the County that would extend the County’s authority over the administration of building codes for one year, through January 1, 2023. Since 1996, when the County adopted a comprehensive plan and was able to exercise zoning authority over the former 2-mile fringe, the City and County have had agreements over building codes and, for most of that time, the planning and zoning jurisdictions.

As noted in previous summaries, the principal benefit of the agreement “is in providing convenient and efficient one-stop-shopping for citizens of Monroe County and the City of Bloomington” who are in need of building permits. Affirming this conclusion, Mike Rouker, City Attorney, in his memo, states that “(t)he Administration continues to believe that vesting local building code administration in a single entity (the Monroe County Building Department) is the most cost effective and convenient way to provide necessary building code services to the citizens of the City.”

[Resolution 21-37](#) approves an Interlocal Agreement with the County which would extend the County’s authority over the administration of building codes for one year, from the end the day on January 1, 2022 through January 1, 2023.

Interlocal agreements are authorized and governed by I.C. 36-1-7-1 et seq. and must include the:

- duration;
- purpose;



**City of Bloomington Indiana**

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- manner of financing, budgeting, staffing and supplying the joint undertaking;
- method(s) for disposing of property in the event of a partial or complete termination;
- administration either through a separate entity or a joint board (which is the approach taken here) with powers as delegated by the agreement; and
- any other appropriate matters.

The proposed agreement keeps the same provisions as the existing agreement except for the extension of the term by one year from the end of the day on January 1, 2022 through January 1, 2023.

**Contact**

Mike Rouker, City Attorney, [roukerm@bloomington.in.gov](mailto:roukerm@bloomington.in.gov), (812) 349-3426

**RESOLUTION 21-37**  
**APPROVAL OF INTERLOCAL COOPERATION AGREEMENT BETWEEN THE**  
**CITY OF BLOOMINGTON AND MONROE COUNTY, INDIANA –**  
**Re: Building Code Authority**

WHEREAS, Indiana Code allows governmental entities to jointly exercise powers through interlocal cooperation agreements; and

WHEREAS, the City of Bloomington and Monroe County have exercised such powers since 1996 in order to coordinate and combine certain building code services, as explained and set forth in the attached Interlocal Cooperation Agreement which is incorporated herein as Exhibit A (“Agreement”); and

WHEREAS, it is in the best interests of the citizens of Bloomington that such cooperation continue to through January 1, 2023;

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 the end of the day on January 1, 2022 through January 1, 2023, 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, 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 \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
JIM SIMS, President  
Bloomington Common Council

ATTEST:

\_\_\_\_\_  
NICOLE BOLDEN, Clerk  
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NICOLE BOLDEN, Clerk  
City of Bloomington

SIGNED and APPROVED by me upon this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
JOHN HAMILTON, Mayor  
City of Bloomington

## SYNOPSIS

The attached Interlocal Cooperation Agreement (Exhibit A) extends through January 1, 2023 the long-term arrangement between the City of Bloomington and Monroe County to combine and coordinate the provision of certain building code services. This interlocal cooperation is authorized by Indiana Code § 36-1-7-1.

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE  
CITY OF BLOOMINGTON 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, 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, through subsequent agreements, to January 1, 2022;

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 Director, the Manager of Engineering Services, 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 January 2, 2022, through January 1, 2023. 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 \_\_\_\_\_ day of \_\_\_\_\_, 2021.

MONROE COUNTY, INDIANA

CITY OF BLOOMINGTON, INDIANA

\_\_\_\_\_  
JULIE THOMAS, President  
Monroe County Board of Commissioners

\_\_\_\_\_  
JOHN HAMILTON, Mayor

\_\_\_\_\_  
ERIC SPOONMORE, President  
Monroe County Council

\_\_\_\_\_  
JIM SIMS, President  
Bloomington Common Council

ATTEST:

ATTEST:

\_\_\_\_\_  
CATHERINE SMITH, Auditor

\_\_\_\_\_  
NICOLE BOLDEN City Clerk



**CITY OF BLOOMINGTON  
LEGAL DEPARTMENT  
MEMORANDUM**

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

**FROM: Michael Rouker, City Attorney**

**CC: Stephen Lucas, Council Administrator/Attorney**

**RE: Building Interlocal Agreement**

**DATE: December 7, 2021**

State law allows governmental entities to jointly exercise powers through interlocal cooperation agreements. The City and Monroe County have many such interlocal agreements, including one regarding the administration of the local building codes.

In 1996, the City and Monroe County entered into a five-year interlocal agreement that resulted in the County administering the local building codes for the City and County. This meant that the County handled permit application processing, project inspection, and permit issuance for all properties within the City and within the unincorporated areas of Monroe County.

The Building Interlocal has been extended several times since its initial five-year term. The Administration continues to believe that vesting local building code administration in a single entity (the Monroe County Building Department) is the most cost effective and convenient way to provide necessary building code services to the citizens of the City.

The Building Interlocal that is presented to you is in the same form as last year's iteration of the Building Interlocal. It will expire at the end of the day on January 1, 2022 and will be extended for another year through January 1, 2023.



**BLOOMINGTON COMMON COUNCIL  
FISCAL IMPACT STATEMENT**

Per BMC §2.04.290, any legislation that makes an appropriation or has a major impact on existing city appropriations, fiscal liability, or revenues shall be accompanied by a fiscal impact statement.

**LEGISLATION NUMBER AND TITLE** Resolution 21-37 - Interlocal Cooperation Agreement with Monroe County - Building Code Authority

**PROPOSED EFFECTIVE DATE** January 2, 2022

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

YES  NO. If the legislation will not have a major fiscal impact, briefly explain below.

The interlocal cooperation agreement does not require any expenditures by the City of Bloomington. As in past years, it outlines the terms by which the City and Monroe County will cooperate to enforce both the City's unified development ordinance and the building code.

**FISCAL IMPACT FOUND.** If the legislation appropriates funds and/or will have a major fiscal impact, please complete the following:

	FY -- CURRENT	FY -- SUCCEEDING	ANNUAL CONTINUING COSTS THEREAFTER
REVENUES			
EXPENDITURES			
NET			

**IMPACT ON REVENUE (DESCRIBE)**

**IMPACT ON EXPENDITURES (DESCRIBE)**

**FUTURE IMPACT.** Describe factors which could lead to significant additional expenditures in the future.

**FUNDS AFFECTED: TO BE COMPLETED BY CITY CONTROLLER**  
If the proposal affects City funds, please describe the funds affected and the effects of the legislation on these funds.

\_\_\_\_\_  
Signature of Controller

/s/ Michael Rouker  
\_\_\_\_\_  
Signature of City Official responsible for submitting legislation



**MEMO FROM COUNCIL OFFICE ON:**

**Resolution 21-38 – To approve an Interlocal Cooperation Agreement between the City of Bloomington and Monroe County, Indiana in regards to the 2020 and 2021 Edward Byrne Memorial Justice Grant (JAG)**

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**Synopsis**

This resolution approves the Interlocal Cooperation Agreement between the City and the County for the 2020 and 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) funds. JAG funds are divided between the City and the County based on violent crime statistics reported to the FBI through the Uniform Crime Report. The City will use its portion of the grant to procure radios for squad cars, while the County intends to use its award towards the purchase of tire deflation devices.

**Relevant Materials**

- Resolution 21-38
- Interlocal Agreement (JAG)
- Staff Memo – Mike Rouker, Acting/Interim Corporation Counsel
- Fiscal Impact Statement

**Summary**

Resolution 21-38 approves an Interlocal Agreement between the City and County in regards to the 2020 and 2021 JAG funds. The JAG is a federal grant program intended to allow local communities to target with greater specificity their crime-fighting needs. JAG funds are to be used for the following:

- (1) Law enforcement programs;
- (2) Prosecution and court programs;
- (3) Prevention and education programs;
- (4) Corrections and community corrections programs;
- (5) Drug treatment and enforcement programs;
- (6) Planning, evaluation, and technology improvement programs;
- (7) Crime victim and witness programs (other than compensation); and
- (8) Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.

*34 U.S.C.A. §10152*

Since at least 2009, the City and County have cooperatively pursued JAG funds. Locally, these grants have helped acquire items such as: vehicle-mounted video recording equipment for marked police vehicles, automated external defibrillators, body cameras, an NC4 *Street Smart* computer program, eDesk kiosks, a telephone system, digital interviewing equipment, in-car cameras, security cameras in the downtown, vehicle locator equipment and software, tire deflation devices for vehicle pursuits, and special vehicles.



## **Agreement**

As a precondition to an award, the City and the County must enter into an Agreement (a copy of the Agreement is included in the packet). The Agreement:

- Reflects “the commitments and understandings...of the governmental entities in order to efficiently and effectively utilize proceeds” from the 2020 and 2021 Edward Byrne Memorial Justice Assistance Grant;
- Allocates the grant between the two entities to be in accordance with federal law as outlined above;
- Makes each party solely responsible for their own actions in furnishing services under the Agreement;
- Requires the parties to communicate and cooperate with each other and to make good-faith efforts to obtain all necessary funds and otherwise comply with the Agreement;
- Conditions performance of the duties under the Agreement on the receipt of sufficient JAG funds;
- Is to be narrowly construed in regard to the obligations of the parties and does not create rights for persons who have not signed it; and
- Divides funds between the two governmental entities based on a review of violent crime statistics reported to the Federal Bureau of Investigation through the Uniform Crime Reports.

## **Use of Funds**

### 2020

For calendar year 2020, JAG funds dedicated to the Bloomington Police Department (BPD) and the Monroe County Sheriff's Office (Sheriff) amount to \$35,377.00, collectively. A three year review of the violent crime statistics for both governmental agencies indicates that the BPD is to receive 91% (\$32,193.00) of the total JAG funds, and that that Sheriff is to receive the remaining 9% (\$3,184.00) of the JAG Funds. The BPD will use its portion of the funds towards the purchase of police radios in its squad cars. The Sheriff will use its portion of the funds towards the purchase of tire deflation devices.

### 2021

For the calendar year 2021, JAG funds dedicated to the BPD and the Sheriff amount to \$46,347.00, collectively. A three year review of the violent crime statistics for both governmental agencies indicates that the BPD is to receive 91% (42,176.00) of the total JAG funds, and that the Sheriff is to receive the remaining 9% (\$4,171.00) of the total JAG funds. The BPD will use these funds towards the purchase of police radios for squad cars. The Sheriffs will use its portion towards the purchase of tire deflation devices.

## **Contact**

Mike Rouker, City Attorney, [roukerm@bloomington.in.gov](mailto:roukerm@bloomington.in.gov), (812) 349-3426



**RESOLUTION 21-38**

**TO APPROVE AN INTERLOCAL COOPERATION AGREEMENT  
BETWEEN THE CITY OF BLOOMINGTON AND  
MONROE COUNTY, INDIANA  
IN REGARDS TO THE 2020 AND 2021 EDWARD BYRNE MEMORIAL  
JUSTICE ASSISTANCE GRANT (JAG)**

WHEREAS, the City of Bloomington and Monroe County are authorized by I.C. 36-1-7-1, *et seq.*, to enter into agreements for the joint exercise of their powers for the provision of services to the public; and

WHEREAS, this Interlocal Cooperation Agreement reflects the commitments and understandings agreed to by the governmental entities in order to efficiently and effectively utilize proceeds received from the 2020 and 2021 Edward Byrne Memorial Justice Assistance Grant (JAG);

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

SECTION 1. The Interlocal Cooperation Agreement between the City of Bloomington and Monroe County, Indiana in regards to the 2020 and 2021 Edward Byrne Memorial Justice Assistance Grant, a copy of which is attached hereto and made a part hereof, is hereby approved.

SECTION 2. If any sections, sentences or provisions of this resolution, or the application thereof to any person or circumstances shall be declared invalid, such invalidity shall not affect any of the other sections, sentences, provisions, or applications of this ordinance which can be given effect without the invalid provision or application, and to this end the provisions of this ordinance are declared to be severable.

SECTION 3. This resolution shall be in full force and effect from and after its passage by the Common Council of the City of Bloomington and approval of the Mayor.

PASSED by the Common Council of the City of Bloomington, Monroe County, Indiana, upon this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
JIM SIMS, President  
Bloomington Common Council

ATTEST:

\_\_\_\_\_  
NICOLE BOLDEN, Clerk  
City of Bloomington

PRESENTED by me to the Mayor of the City of Bloomington, Monroe County, Indiana, upon this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
NICOLE BOLDEN, Clerk  
City of Bloomington

SIGNED and APPROVED by me upon this \_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
JOHN HAMILTON, Mayor  
City of Bloomington

## SYNOPSIS

This resolution approves the Interlocal Cooperation Agreement between the City and the County for the 2020 and 2021 JAG funds. JAG funds are divided between the City and the County based on violent crime statistics reported to the FBI through the Uniform Crime Report. The City will use its portion of the grant to procure radios for squad cars, while the County intends to use its award towards the purchase of tire deflation devices.

INTERLOCAL COOPERATION AGREEMENT  
BETWEEN  
THE CITY OF BLOOMINGTON AND  
MONROE COUNTY, INDIANA  
IN REGARDS TO 2020 AND 2021 EDWARD BYRNE MEMORIAL  
JUSTICE ASSISTANCE GRANT (JAG)

- WHEREAS, Indiana Code § 36-1-7-1 *et seq.* permits governmental entities to jointly exercise powers through Interlocal Cooperation Agreements; and
- WHEREAS, each governmental entity, in performing their governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and
- WHEREAS, each governmental entity finds that the performance of this Interlocal Cooperation Agreement is in the best interests of both entities, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this Interlocal Cooperation Agreement; and
- WHEREAS, this Interlocal Cooperation Agreement reflects the commitments and understandings agreed to by the governmental entities in order to efficiently and effectively utilize proceeds received from the 2020 and 2021 Edward Byrne Memorial Justice Assistance Grant (JAG); and
- WHEREAS, the funds from the JAG are to be divided between the two governmental entities based on violent crime statistics reported to the Federal Bureau of Investigation through the Uniform Crime Reports; and
- WHEREAS, for calendar year 2020, a three (3) year review of the violent crime statistics for both governmental agencies indicates that the Bloomington Police Department is to receive ninety-one percent (91%) of the total JAG funds and that the Monroe County Sheriff's Department is to receive the remaining nine percent (9%) of the JAG funds; and
- WHEREAS, for calendar year 2021, a three (3) year review of the violent crime statistics for both governmental agencies also indicates that the Bloomington Police Department is to receive ninety-one percent (91%) of the total JAG funds and that the Monroe County Sheriff's Department is to receive the remaining nine percent (9%) of the JAG funds;

NOW, THEREFORE, City of Bloomington and Monroe County, Indiana, hereby agree as follows:

Section 1. Payments

For calendar year 2020, the City shall receipt in all of the \$35,377.00 associated with the 2020 JAG and thereafter disburse \$3,184 (9% of the total JAG funds) to the Monroe County Sheriff's Department, while retaining \$32,193.00 for use by the City of Bloomington Police Department.

For calendar year 2021, the City shall receipt in all of the \$46,347.00 associated with the 2021 JAG and thereafter disburse \$4,171 (9% of the total JAG funds) to the Monroe County Sheriff's Department, while retaining \$42,176.00 for use by the City of Bloomington Police Department.

## Section 2. Use of Funds

The City shall use of the \$32,193.00 it is allocated from the 2020 JAG funds towards the purchase of police radios in its squad cars. The City shall also use the \$42,176 it is allocated from the 2021 JAG funds towards the purchase of police radios for squad cars.

The County shall use of the \$3,184.00 it is allocated from the 2020 JAG funds towards the purchase of tire deflation devices. The County shall also use the \$4,171 it is allocated from the 2021 JAG funds towards the purchase of tire deflation devices.

## Section 3. Liability

Nothing in the performance of this Interlocal Cooperation Agreement (hereinafter, "Agreement") shall impose any liability for claims against either governmental entity other than claims for which liability may be imposed by the Indiana Tort Claims Act.

## Section 4. Responsibility

Each entity to this Agreement shall be responsible for its own actions in providing services under this Agreement and shall not be liable for any civil liability that may arise from the furnishing of the services by the other party.

## Section 5. Commitment

The entities shall communicate and cooperate with one another to ensure that the purposes of this Agreement are achieved on behalf of and to the benefit of the publics they serve.

## Section 6. Third Parties

The entities to this Agreement do not intend for any third party to obtain a right by virtue of this Agreement.

## Section 7. Intent

By entering into this Agreement, the entities do not intend to create any obligations, express or implied, other than those set out herein. Further, this Agreement shall not create any rights in any party not a signatory hereto.

## Section 8. Severability

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.

## Section 9. Appropriation of Funds

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

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the Monroe County, Indiana Commissioners:

MONROE COUNTY, INDIANA

ATTEST:

\_\_\_\_\_  
Julie Thomas, President  
Monroe County Commissioners

\_\_\_\_\_  
Catherine Smith, Auditor

\_\_\_\_\_  
Lee Jones, Vice President  
Monroe County Commissioners

\_\_\_\_\_  
Penny Githens, Commissioner  
Monroe County Commissioners

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the City of Bloomington Common Council.

\_\_\_\_\_  
Jim Sims, President  
Bloomington Common Council

ATTEST:

\_\_\_\_\_  
NICOLE BOLDEN, Clerk

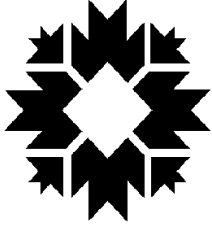
Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by the City of Bloomington.

CITY OF BLOOMINGTON, INDIANA

ATTEST:

\_\_\_\_\_  
JOHN HAMILTON, Mayor

\_\_\_\_\_  
NICOLE BOLDEN, Clerk



**CITY OF BLOOMINGTON  
LEGAL DEPARTMENT  
MEMORANDUM**

**TO: City of Bloomington Common Council**  
**FROM: Michael Rouker, City Attorney**  
**RE: 2020 and 2021 Justice Assistance Grant Interlocal Agreement**  
**DATE: December 10, 2021**

**MEMORANDUM**

34 U.S.C. §10152 authorizes the Edward Byrne Memorial Justice Assistance Grant Program (“Program”). This Program allocates grant funds to a variety of law enforcement agencies across the country. Communities that receive an award from the Program may generally use the funds allocated to them for things such as: technical assistance; training; equipment; supplies; contractual support; and information systems.

The Bloomington Police Department and the Monroe County Sheriff (“Sheriff”) are jointly allocated one award each year. As the award is jointly given to both the Department and the Sheriff, Program guidelines direct the Department and Sheriff to enter into an interlocal agreement to document the allocation of the funds.

In order to calculate the division, the Department and the Sheriff conduct a three year review of violent crime statistics for both agencies and determine their percentages of the overall statistics. For calendar year 2020, the three year analysis by the agencies results in the Department receiving 91% percent of the total award and the Sheriff receiving 9% percent of the award. For calendar year 2021, the three year analysis results in the same division of the funds, with 91% going to the Department and 9% going to the Sheriff.

For 2020, the City and County have been awarded \$35,377.00. The City's share is \$32,193.00, and the Sheriff will receive \$3,184.00. Last year, the City and County did not coordinate the execution of an interlocal agreement regarding the disbursement of 2020 funds. However, the parties are nonetheless able to execute an interlocal agreement during 2021 that will still allow the entities to receive grant funds associated with calendar year 2020.

For 2021, the City and County have been awarded \$46,347. The City's share is \$42,176, and the Sheriff will receive \$4,171. For both calendar years, the City will be using its grant funds to purchase police radios for squad cars. For both calendar years, the Sheriff will be purchasing tire deflation devices. The grant is received by the City, and then distributed in accordance with the division outlined above.



**BLOOMINGTON COMMON COUNCIL  
FISCAL IMPACT STATEMENT**

Per BMC §2.04.290, any legislation that makes an appropriation or has a major impact on existing city appropriations, fiscal liability, or revenues shall be accompanied by a fiscal impact statement.

**LEGISLATION NUMBER AND TITLE** Resolution 21-38 - JAG Interlocal

**PROPOSED EFFECTIVE DATE** Upon Signature

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

YES  NO. If the legislation will not have a major fiscal impact, briefly explain below.

The legislation will have a minor impact on City revenues by allowing the City to access \$74,369 in grant funds that may be used by the Police Department for the purchase of squad car radios.

**FISCAL IMPACT FOUND.** If the legislation appropriates funds and/or will have a major fiscal impact, please complete the following:

	FY -- CURRENT	FY -- SUCCEEDING	ANNUAL CONTINUING COSTS THEREAFTER
REVENUES			
EXPENDITURES			
NET			

**IMPACT ON REVENUE (DESCRIBE)**

**IMPACT ON EXPENDITURES (DESCRIBE)**

**FUTURE IMPACT.** Describe factors which could lead to significant additional expenditures in the future.

**FUNDS AFFECTED: TO BE COMPLETED BY CITY CONTROLLER**  
If the proposal affects City funds, please describe the funds affected and the effects of the legislation on these funds.

\_\_\_\_\_  
Signature of Controller

/s/ Michael Rouker  
\_\_\_\_\_  
Signature of City Official  
responsible for submitting legislation