

RESOLUTION 2019- 12

A resolution approving the Interlocal Cooperation Agreement between the Town of Stinesville, Indiana, and Monroe County, Indiana, regarding planning and zoning code authority.

WHEREAS, the Town of Stinesville, Indiana desires that Monroe County, Indiana, apply and enforce its planning and zoning regulations within the Town of Stinesville, Indiana, and has prepared and approved an interlocal agreement form that, if approved by the Board of Commissioners of the County of Monroe, Indiana, would authorize the Monroe County Planning Department, Plan Commission, and Board of Zoning Appeals, to administer and enforce the Monroe County Zoning Ordinance within the Town of Stinesville. A copy of the Interlocal Agreement ("Interlocal") is attached hereto as "Exhibit A;" and,

WHEREAS, the Commissioners and the Monroe County Council have reviewed the Interlocal and find that their approval of the Interlocal would promote efficiency and savings in the provision of governmental services;

NOW, THEREFORE, BE IT RESOLVED by the Commissioners and the Monroe County Council, that the Interlocal shall be, and hereby is, approved, and that the President of the Board of Commissioners and the President of the County Council are authorized to execute the agreement on behalf of the Board and the Council.

Adopted this 10 day of July, 2019, by the Commissioners.

MONROE COUNTY COMMISSIONERS

"AYES"

"NAYS"



JULIE THOMAS, President

JULIE THOMAS, President



LEE JONES, Vice President

LEE JONES, Vice President



PENNY GITHENS, Commissioner

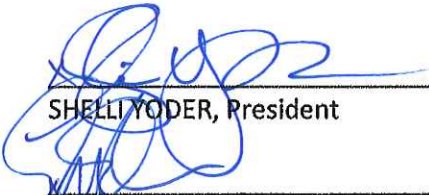
PENNY GITHENS, Commissioner

Adopted this 13th day of August, 2019, by the Monroe County Council.

MONROE COUNTY COUNCIL


"AYES"

"NAYS"



SHELLI YODER, President

SHELLI YODER, President




ERIC SPOONMORE, President Pro Tempore

ERIC SPOONMORE, President Pro Tempore

x 

TRENT DECKARD

TRENT DECKARD

x 

MARTY HAWK

MARTY HAWK

x 

GEOFF MCKIM

GEOFF MCKIM

x 

CHERYL MUNSON

CHERYL MUNSON

x 

KATE WILTZ

KATE WILTZ

ATTEST: 

CATHERINE SMITH, Auditor

INTERLOCAL COOPERATION AGREEMENT BETWEEN THE
TOWN OF STINESVILLE AND MONROE COUNTY, INDIANA
REGARDING PLANNING AND ZONING CODE AUTHORITY

WHEREAS, the Town of Stinesville, Indiana ("Town") is governed by a Town Council that desires to have planning and zoning services provided within the corporate boundaries Town; and

WHEREAS, Indiana Code § 36-7-4-201 provides that any local government unit wanting to exercise planning and zoning powers in Indiana must do so in the manner provided by Indiana Code § 36-7-4; and

WHEREAS, Indiana Code § 36-7-4 requires the existence of plan commission and board of zoning appeals with jurisdictional authority and the adoption of a comprehensive plan, a zoning ordinance and a subdivision control ordinance for the exercise of planning and zoning powers; and

WHEREAS, the Town does not have a plan commission or a board of zoning appeals and has not adopted a comprehensive plan, a zoning ordinance or a subdivision control ordinance and does not have the resources to establish these boards or to prepare its own plan and ordinances for this purpose; and

WHEREAS, the County of Monroe, Indiana ("County"), has an advisory plan commission and a board of zoning appeals with jurisdiction over all the unincorporated area of the County, including that outside of the Town, and has adopted a comprehensive plan, a zoning ordinance and a subdivision control ordinance; and

WHEREAS, the Town Council of the Town has reviewed the County's comprehensive plan, a zoning and subdivision control ordinances and has determined them to be appropriate for application within the Town and is agreeable to authorizing the County Plan Commission and the County Board of Zoning Appeals to be the boards exercising planning and zoning powers within the boundaries of the Town; and

WHEREAS, Indiana Code § 36-7-4-410 provides that for county with an advisory plan commission, any municipality may by ordinance designate the county's plan commission as the municipal plan commission. The county plan commission then has all the powers and duties granted a municipal plan commission for that municipality; and

WHEREAS, Indiana Code § 36-7-4-509, - 606, -701 and -901 provide town councils, as the legislative body of towns, with the authority to adopt a comprehensive plan, a zoning ordinance which establishes a board of zoning appeals and a subdivision control ordinance; and

EXHIBIT A

WHEREAS, subject to certain commitments and understandings regarding the exercise of the authority conveyed, the Town Council of the Town has decided to designate the County Plan Commission as the Town's plan commission and to adopt the County's comprehensive plan, the subdivision control ordinance and the zoning ordinance which establishes the County Board of Zoning Appeals as the Town's board of zoning appeals; and

WHEREAS, Town Council designation of the County Plan Commission as the Town's plan commission and the County Board of Zoning Appeals as the Town's board of zoning appeals for the County's provision of planning and zoning services to the Town constitute a joint exercise of governmental powers, and

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

WHEREAS, the Town finds that it should provide for planning and zoning services to be available within the corporate boundaries of the Town by arranging to have the County jointly exercise these powers, through an interlocal cooperation agreement; and

WHEREAS, this interlocal cooperation agreement ("Agreement") provides commitments and understandings that are acceptable to the Town and that are necessary for the County to efficiently and effectively provide these services for the Town;

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

Part 1. Definitions.

"Planning and Zoning Code Jurisdiction" refers to applicability, administration and enforcement of comprehensive plan and zoning and subdivision control ordinances.

"Town Zoning Jurisdiction Area" refers to those portions of the County over which the Town, by law and the County by this Agreement, possess 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 other than this Agreement, possesses planning, zoning, and subdivision control authority.

Part 2. The Exercise of Planning and Zoning Code Authority for the Town

The Monroe County Planning Department shall administer planning, zoning, and subdivision compliance functions within the Town Zoning Jurisdiction Area, including the assignment of street addresses, based on the following terms and conditions:

- A. In accordance with IC § 36-7-4-507, the Town shall adopt the County's comprehensive plan and all associated materials incorporated by reference into the plan (e.g. the throughfare plan) and shall adopt any revisions to or replacements of the plan within sixty (60) days of receiving notification of the County's adoption of such revisions or replacements for the County Zoning Jurisdiction Area, along with a proposed resolution and public notice for that purpose.
- B. In accordance with IC § 36-7-4-602, -606 through -610, and -701 the Town shall adopt the County's zoning and subdivision control ordinances, and shall adopt any revisions to or replacements of these ordinances, including ordinances to establish or amend zoning districts that include property within the Town Zoning Jurisdiction Area, within sixty (60) days of receiving County Plan Commission certification of such revisions or replacements that have been adopted by the County for the County Zoning Jurisdiction Area, along with a proposed ordinance and required notices of public hearing and of adoption for that purpose.
- C. The Town authorizes the County, through the County Plan Commission, Plat Committee, Board of Zoning Appeals, and staff of the County Planning Department, to have Planning and Zoning Code Jurisdiction for all property within the Town Zoning Jurisdiction Area, as is done for petitions for properties within the County Zoning Jurisdiction Area.
- D. The Town authorizes the County to receive and retain all fees for petitions, permits and other planning and zoning services under its Planning and Zoning Code Jurisdiction that are applicable to properties within the Town Zoning Jurisdiction Area.
- E. The Town authorizes the County to take enforcement actions against any property or individuals within the Town Zoning Jurisdiction Area that are in violation of the County's Zoning and Subdivision Control Ordinances.
- F. The Monroe County Planning Department shall accept permit applications and will provide review, issue permits, impose and receive fees, and provide inspections and enforcement for areas within the Town Zoning Jurisdiction Area as it does for the County Zoning Jurisdiction Area in accordance with County Codes.
- G. The County Planning Department will inspect sites within the Town Zoning Jurisdiction Area as a part of the planning approval process (e.g. erosion control plans, development plans, re-zonings, subdivisions, variances, conditional uses, etc.).
- H. The County Planning Department will upon the request of the Town, investigate suspected zoning violations within the Town Zoning Jurisdiction Area.

- I. The County Planning Department will provide Town officials and residents of the Town with technical assistance regarding the County's planning policies and procedures, including preparing any ordinances and notices necessary for the Town to meeting its obligations under this Agreement.
- J. A planner on the staff of the County Planning Department will serve as a liaison between the County Planning Department and the Town.
- K. The County Planning Department will notify the Town of all petitions filed for consideration by the County Plan Commission or Zoning Board of Appeals that involve property within the Town Zoning Jurisdiction Area and of any public hearings held on those petitions.
- L. The County Planning Department will assist the Town with potential planning-related grant opportunities, to the extent that the Department staff's resources allow.

Part 3. Purpose, Duration, Renewal, Termination and Administration of Agreement.

- A. The purpose of this Agreement is to provide planning and zoning services to the area within the Town Zoning Jurisdiction Area through the County Planning Department, County Plan Commission and County Board of Zoning Appeals, in accordance with the County Zoning and Subdivision Control Ordinances.
- B. The term of this Agreement shall be for five (5) years, commencing on March 1, 2019, and ending on February 28, 2024. This Agreement may be renewed by mutual agreement of the parties for an appropriate term of years.
- C. Satisfaction of the terms and conditions of Part 2 of this Agreement is considered essential for the continuation of the Agreement. If either party determines that the other party has not satisfied the any of these terms and conditions, it may terminate the agreement after providing written notice to the other party of its intention to terminate at least thirty (30) days prior to the date the termination is to take effect. Any property acquired as a result of this Agreement in the possession of either party at the time of the termination shall remain with the party that purchased the property, or if not purchased, it shall remain with the party in possession of the property when termination of the Agreement takes effect.
- D. This Agreement shall be subject to the financing, staffing and supplies that are budgeted for and made available to the Monroe County Planning Department, Plan Commission and Board of Zoning Appeals, as determined by the Monroe County Council and Board of Commissioners. The Monroe County Treasurer shall have the duty to receive, disburse, and account for all monies of this joint undertaking.

- E. This Agreement shall be administered by a joint board comprised of all the three (3) members of the Town Council of the Town, the three (3) members of the County Board of Commissioners and the President of the County Plan Commission. Meetings of the joint board may be called by either the Town Council of the Town or the County Board of Commissioners. County rules for the acquiring, holding and disposing of real and personal property shall be used in this joint undertaking.
- F. Neither party to this Agreement may bring legal action against the other to compel compliance with this Agreement or to seek damages for any alleged breach of the Agreement. Each party's right to terminate the Agreement shall be the only remedy available for a breach of the Agreement.

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.


SO ADOPTED AND AGREED:

this 10 day of July, 2019

this ____ day of _____, 2019;

MONROE COUNTY, INDIANA

TOWN OF STINESVILLE, INDIANA


 Julie Thomas, President
 Monroe County Board of Commissioners

 Reginald Payton, President
 Stinesville Town Council

- E. This Agreement shall be administered by a joint board comprised of all the three (3) members of the Town Council of the Town, the three (3) members of the County Board of Commissioners and the President of the County Plan Commission. Meetings of the joint board may be called by either the Town Council of the Town or the County Board of Commissioners. County rules for the acquiring, holding and disposing of real and personal property shall be used in this joint undertaking.
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- 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.

SO ADOPTED AND AGREED:

this ____ day of _____, 2019

MONROE COUNTY, INDIANA

 Julie Thomas, President
 Monroe County Board of
 Commissioners

this 18 day of August, 2019

TOWN OF STINESVILLE, INDIANA

 Reginald Payton, President

 Kimberly Cunningham, member

 Travis Abrams, member

ATTEST:


Catherine Smith, Auditor

ATTEST:


Lois Pursell, Clerk-Treasurer

and this 24, day of SEPTEMBER, 2019


Shell Yoder, President
Monroe County Council

ATTEST:


Catherine Smith, Auditor