INTER-LOCAL AGREEMENT BETWEEN DEKALB COUNTY, INDNANA BY AND THROUGHT ITS BOARD OF COMMISSIONERS ("COUNTY") AND THE MUNICIPALITIES OF ASHLEY, BUTLER, CORUNNA, GARRETT, ST. JOE, AND WATERLOO, INDIANA

Come now DeKalb County, Indiana, a municipal politic, by and through its Board of County Commissioners ("County"), and the Municipalities of Ashley, Butler, Corunna, Garrett, St. Joe, and Waterloo, Indiana, and the parties enter into this Inter-Local Agreement pursuant to Indiana law, as follows:

The following facts and circumstances have occasioned the execution of this Agreement:

A. County is responsible for the orderly and proper administration of the regulation of the construction, alteration, repair and demolition of buildings and structures in rural areas of DeKalb County, Indiana.

B. The execution and legislation bodies of certain municipalities located within DeKalb County have given notice to the County Executive and the Legislative Body of DeKalb County that they desire to submit the jurisdiction of such regulation and enforcement thereof to a single joint building code, administered by a single Department to be designated as the ~~DeKalb County Building Department~~ DeKalb County Department of Development Services, which includes the office of the Building Inspector.

C. This Inter-Local Agreement incorporates by reference building rules, codes and standards required by the laws of the State of Indiana and further provides for the issuance of Building Permits and further provides enforcement authority and penalties for violations related to the issued Building Permits, all in accordance with the laws of the State of Indiana. ~~and is also subject to the Unified Development Ordinance for DeKalb County, Indiana as it currently exists, and is amended from time to time.~~

D. The municipalities named herein have delegated the authority to County for many years and this Inter-Local Agreement reflects the current agreement, effective July 1, 2019, and effective as to each municipality that remains a party to this Inter-Local Agreement in subsequent years.

E. Although six (6) municipalities have joined in the execution of this Inter-Local Agreement with County, each municipality shall have the right to continue or to terminate its involvement with County upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the foregoing recital of facts and circumstances, and in consideration of the mutual agreements and promises heretofore made and embodied in this Agreement, the parties agree as follows:

1. The ~~combine Building and Zoning Administration of the County~~ Department of Development Services (also referred to as County) is the single county agency designated to administer building rules and inspections within the boundaries of the units of government which are parties hereto for so long as they shall remain parties hereto.

2. The County is authorized and empowered to make inspections, file reports with the Zoning Administrator, Town Manager or Clerk of each City and Town. ~~and the Plan Commission of the County.~~ County shall issue building permits upon the contractor being registered per DeKalb County Ordinance 2003-14 as amended, completion of the application, the payment of the fee required by the County Ordinance as it exists from time to time, and County shall order correction of violation related to the issued Building Permit. ~~Issue Certificates of Occupancy~~ , and perform such other ministerial duties as are commonly performed in the execution of this office~~, on behalf of the parties hereto as provided for in the Unified Development and Ordinance of County which these Cities and Towns do now hereby adopt and approve by reference.~~

3. Building Permits are required for most residential, commercial or industrial projects but are not required for the following items:
    a. Above Ground Pools
    b. All fences
    c. Chimney Replacement
    d. Cosmetic or Aesthetic Improvements
    e. Grade Level Patios
    f. Gutter and Downspout Replacement
    g. Insulation
    h. Painting
    i. Paneling or New Siding
    j. Ponds
    k. Sidewalk or Driveway
    l. Storage shed less than 300 square feet & no permanent foundation
    m. Storm Windows or Storm Doors of same size
    n. Window or Door Replacement of same size

4. Any appeal to a decision by County shall lie first with the governing body of the municipal unit which has joined the Agreement and thereafter the manner provided by law.

5. Any judicial remedies sought by County to enforce orders to obtain compliance with the building rules of the parties hereto shall be brought to the County Attorney for disposition and a county of general jurisdiction for DeKalb County, Indiana, to be maintained in the manner provided by law.

6. Such permit fees as are collected shall be accounted for and deposited into the County general fund and shall be considered full payment for any inspection services provided by County on behalf of the parties hereto.

7. Each of the Cities or Towns shall be bound to participation with County ~~for one (1) year~~ commencing July 1, 2019 through January 1, 2021 and for each calendar year thereafter unless revoked by resolution adopted by the County as to this entire Inter-Local Agreement, or individual municipalities as to that municipality on or before September 30 of each year, which revocation shall then apply beginning with the next January 1 thereafter.