

**A RESOLUTION OF THE
COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA,
REGARDING THE APPROVAL OF AN
AMENDED AND RESTATED
INTERLOCAL COOPERATION AGREEMENT FOR THE
OPERATION OF A JOINT LAND USE DEPARTMENT FOR THE
COUNTY OF ALLEN AND THE CITY OF FORT WAYNE
("2022 Interlocal Agreement")**

WHEREAS, on or about December 21, 2007, the County Commissioners, the ACPC, the ACBZA, the Mayor, the FWPC, and the FWBZA entered into that certain Interlocal Cooperation Agreement for the Operation of Joint Land Use Department for the County of Allen and the City of Fort Wayne, which was recorded with the Allen County Recorder on January 7, 2008 as Document Number 2008000661 (the "2007 Interlocal Agreement");

WHEREAS, the parties desire to amend and restate the 2007 Interlocal Agreement, as set forth herein; and

WHEREAS, the County Commissioners, the ACPC, the ACBZA, the Mayor, the FWPC, and the FWBZA, are political subdivisions under I.C. § 36-1-7-1(2), as defined in I.C. § 36-1-3-13;

WHEREAS, the parties desire to continue their cooperation and collaboration between and among the City and the County on long range and strategic planning, zoning and other land use matters and to continue the operation of a joint land use and zoning department ("Joint Land Use Department") with the City and the County sharing the cost of the operation of the Joint Land Use Department that will serve the ACPC, the ACBZA, the FWPC, and the FWBZA;

WHEREAS, the Common Council has determined that the approval of the 2022 Interlocal Agreement, attached hereto and made a part hereof as Exhibit A, is in the best interests of the citizens and taxpayers of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

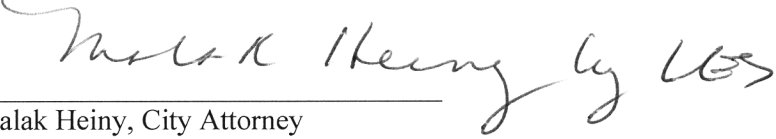
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1. The Common Council finds, determines, ratifies and confirms that the 2022 Interlocal Agreement is in the best interests of the citizens and taxpayers of the City of Fort Wayne.

2. This Resolution shall be binding and in full force and effect from and after the time it has been adopted by Common Council, approved by the Mayor and otherwise executed and delivered in accordance with any and all laws appertaining thereto.



Council Member

APPROVED as to form and legality


Malak Heiny, City Attorney

AMENDED AND RESTATED
INTERLOCAL COOPERATION AGREEMENT FOR THE
OPERATION OF A JOINT LAND USE DEPARTMENT FOR THE
COUNTY OF ALLEN AND THE CITY OF FORT WAYNE

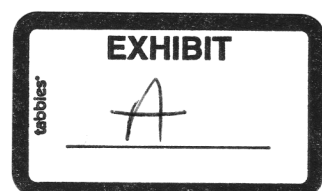
This Amended and Restated Interlocal Cooperation Agreement (“Agreement”) is entered into as of the last date this Agreement is signed, by and between the Board of Commissioners of the County of Allen (“County Commissioners”), Allen County Plan Commission (“ACPC”), the Allen County Board of Zoning Appeals (“ACBZA”), the Mayor of the City of Fort Wayne (“Mayor”), the Fort Wayne Plan Commission (“FWPC”), and the Fort Wayne Board of Zoning Appeals (“FWBZA”), and is made pursuant to Ind. Code 36-1-7, *et seq.* The County Commissioners, the ACPC, the ACBZA, the Mayor, the FWPC, and the FWBZA are sometimes individually referred to herein as a “party” and collectively as the “parties”.

RECITALS

WHEREAS, on or about December 21, 2007, the County Commissioners, the ACPC, the ACBZA, the Mayor, the FWPC, and the FWBZA entered into that certain Interlocal Cooperation Agreement for the Operation of Joint Land Use Department for the County of Allen and the City of Fort Wayne, which was recorded with the Allen County Recorder on January 7, 2008 as Document Number 2008000661 (the “2007 Interlocal Agreement”);

WHEREAS, the parties desire to amend and restate the 2007 Interlocal Agreement, as set forth herein;

WHEREAS, the County Commissioners, the ACPC, the ACBZA, the Mayor, the FWPC, and the FWBZA, are political subdivisions under I.C. § 36-1-7-1(2), as defined in I.C. § 36-1-3-13;



WHEREAS, the County Commissioners are the executive body for Allen County, Indiana ("County");

WHEREAS, the ACPC is the advisory plan commission for the County, pursuant to I.C. § 36-7-4-200, *et seq.*, I.C. § 36-7-4-300, *et seq.*, and I.C. § 36-7-4-400, *et seq.*, and the Allen County Zoning Ordinance;

WHEREAS, the ACBZA is the advisory board of zoning appeals for the County, pursuant to I.C. § 36-7-4-900, *et seq.* and I.C. § 36-7-4-400, *et seq.*, and the Allen County Zoning Ordinance;

WHEREAS, the ACPC and the ACBZA employ a staff of professional land use planners and support staff to aid in their review of and in taking official action on land use matters within the unincorporated jurisdiction of the County;

WHEREAS, the Mayor is the executive body for the City of Fort Wayne ("City");

WHEREAS, the FWPC is the advisory plan commission for the City, pursuant to I.C. § 36-7-4-200, *et seq.*, I.C. § 36-7-4-300, *et seq.*, and I.C. § 37-7-4-400, *et seq.*, and the Fort Wayne Zoning Ordinance;

WHEREAS, the FWBZA is the advisory board of zoning appeals for the City, pursuant to I.C. § 36-7-4-900, *et. Seq.*, and the Fort Wayne Zoning Ordinance;

WHEREAS, the City of Fort Wayne employs a staff of professional land use planners and support staff to aid in their review of and in taking official action on land use matters within the municipal jurisdiction of the City; and

WHEREAS, the parties desire to continue to the operation of a joint land use and zoning department ("Joint Land Use Department") with the City and the County sharing the cost of the operation of the Joint Land Use Department that will serve the ACPC, the ACBZA, the FWPC, and the FWBZA;

WHEREAS, the parties desire to continue their cooperation and collaboration between and among the City and the County on long range and strategic planning, zoning and other land use matters.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. Purpose and Duration. The intent of this Agreement is to continue the operation of a Joint Land Use Department under the common control of both the City and the County, but that is governed by the employment policies of the County. The purpose of this Agreement is to provide greater efficiency to ensure maximum customer service satisfaction, to avoid duplication of effort, and to provide direction for the operation of the Joint Land Use Department. The Recitals are incorporated herein by reference. This Agreement shall become effective on the date of passage of the last party to approve this Agreement (“Effective Date”). The term of the Agreement shall be for three (3) calendar years; and, thereafter, this Agreement shall be automatically renewed for successive three (3) year terms, unless terminated earlier under Section 5 of this Agreement.

SECTION 2. Manner of Financing and Maintaining Budget. The financing and budget for the Joint Land Use Department shall be established as follows:

A. The County, by and through the Allen County Auditor’s office (“Auditor”), shall receive, disburse, and account for all fees collected by the Joint Land Use Department, which fees shall be remitted to the Auditor’s office by the Executive Director of the Joint Land Use Department.

B. The County, by and through the Auditor’s office, shall bill the City quarterly for the City’s share of the expenses of the Joint Land Use Department. These quarterly billings shall be transmitted to the City Controller on March 31st, June 30th, September 30th and December 30th of each year. Payment of the City’s share of expenses shall be made to the County within thirty (30) calendar days of receipt of the quarterly billing.

C. In determining the quarterly billing, any fees collected attributable to planning and zoning matters within the City’s jurisdiction shall be credited against the City’s share of operating and maintaining the Joint Land Use Department.

Similarly, fees collected attributable to planning and zoning matters within the County's jurisdiction shall be credited against the County's share of operating and maintaining the Joint Land Use Department. The quarterly billing that will be sent to the City Controller shall reflect the full amount of the quarterly billing and the amount of fees credited to the City. Both the City and the County shall be responsible for payment of their full share of the cost of operating and maintaining the Joint Land Use Department, as adjusted by the credit for fees remitted to the Auditor's office by the Executive Director of the Joint Land Use Department.

D. The budget for the operation of the Joint Land Use Department will be included as an element of the annual County budget ordinance. Salaries and benefits for the Executive Director and employees of the Joint Land Use Department shall appear as salaries and benefits in the annual County salary ordinance.

E. The County, by and through the Auditor's office, shall receive, disburse, and account for all monies expended for the operation of the Joint Land Use Department. Expenditures of the Joint Land Use Department will be processed according to County accounting procedures.

SECTION 3. Administration of the Joint Land Use Department. The Joint Land Use Department will provide land use planners and support staff to aid the ACPC, the ACBZA, the FWPC, and the FWBZA in performing their land use and zoning functions under the Indiana Local Planning and Zoning statute, I.C. § 36-7-4, *et seq.* The ACPC, the ACBZA, the FWPC, and the FWBZA shall remain separate zoning boards under the Advisory Planning Law, as defined by I.C. § 36-7-4-101, and each zoning board shall independently perform its legal duties and functions within its applicable zoning jurisdiction under the Indiana Local Planning and Zoning statute, I.C. § 36-7-4, *et seq.* Nothing in this Agreement shall be construed or interpreted as intending to establish a zoning scheme under either the Area Planning Law, as defined in I.C. § 36-74-102, or the Metropolitan Development Law, I.C. § 36-7-4-103. The parties, pursuant to I.C. § 36-1-7-3(5)(B), hereby establish a Governing Board of the Joint Land Use Department ("Governing Board") to aid in performing the following statutory duties and functions: I.C. § 36-7-4-305 (plan commission offices and property); I.C. § 36-7-309 (plan commission expenditures), I.C. § 36-7-4311 (compensation of plan

commission employees), I.C. § 36-7-4-401(b) (plan commission fiscal affairs and budget), I.C. § 36-7-4-402(a) (duties of plan commission employees), I.C. § 36-7-4-411 (schedule of fees), I.C. § 36-7-4-913 (BZA employees), I.C. § 36-7-4-914 (preserving BZA records), I.C. § 36-7-4-915 (BZA minutes and records) and I.C. § 36-7-4-917 (BZA appropriations).

A. Membership of the Governing Board. The Governing Board shall have eight (8) members. Membership on the Governing Board shall consist of:

(1) One member from the County Commissioners, who shall also be the ACPC member appointed pursuant to I.C. § 36-7-4-208(a)(1);

(2) One member appointed by the Mayor, who shall either be the City Director of Community Development or one of the Mayor's appointees to the FWPC pursuant to I.C. § 36-7-4-207(a)(5);

(3) One member from the Allen County Council, who shall also be the ACPC member appointed pursuant to I.C. § 36-7-4-208(a)(2);

(4) One member from the Fort Wayne Common Council, who shall also be the FWPC member appointed pursuant to I.C. § 36-7-4-208(a)(2);

(5) the President of the FWPC, unless the President is the same person as Section 3(A)(1) or 3(A)(3) above, in which event the Vice-President of the ACPC shall serve. If the Vice-President is the same person as Section 3(A)(1) or 3(A)(3) above, then the ACPC shall appoint one of its other members to serve on the Governing Board;

(6) the President of the FWPC, unless the President is the same person as Section 3(A)(2) or 3(A)(4) above, in which event the Vice-President of the FWPC shall serve. If the Vice-President is the same person as Section 3(A)(2) or 3(A)(4) above, then the FWPC shall appoint one of its other members to serve on the Governing Board;

(7) the Chairman of the ACBZA, unless the Chairman is the same person as Section 3(A)(1), 3(A)(3), or 3(A)(5) above, in which event the Vice-Chairman of the ACBZA shall serve. If either the Chairman or the Vice-Chairman of the BZA is unable to serve, then the ACBZA shall appoint an alternate member from its membership to serve on the Governing Board; and

(8) the Chairman of the FWBZA, unless the Chairman is the same person as Section 3(A)(2), 3(A)(4), or 3(A)(4), or 3(A)(6) above, in which event the Vice-Chairman of the FWBZA shall serve. If either the Chairman or the Vice-Chairman of the BZA is unable to serve, then the FWBZA shall appoint an alternate member from its membership to serve on the Governing Board;

B. Organization, Meetings, and Duties of the Governing Board.

(1) **Chairperson and Vice-chairperson.** The Governing Board shall have a Chairperson and a Vice-Chairperson. During the first full year following the adoption of this Agreement, the member appointed by the Mayor shall serve as the Chairperson and the County Commissioner member shall serve as Vice-Chairperson. The Chairperson and Vice-Chairperson shall alternate annually between the Mayor appointment and the County Commissioner appointment. The Chairperson shall preside and conduct at all meetings of the Governing Board. The Chairperson shall moderate all matters before the Governing Board and shall decide all points of order of procedure, unless otherwise directed by a majority of the Governing Board present. The Vice-Chairperson shall perform the duties of the Chairperson in the event of absence, disability, or unavailability.

(2) **Executive Director.** The Governing Board shall appoint an Executive Director of the Joint Land Use Department. The Executive Director of the Joint Land Use Department shall act as the chief administrative officer to the Governing Board and to the ACPC, ACBZA, FWPC, and the FWBZA. The duties of the Executive Director shall include, but not be limited to:

(a) Proposing annually a plan of operation for the Joint Land Use Department which includes strategies for the continued cooperation on long range and strategic planning projects, neighborhood level planning and projects, zoning enforcement and administration, downtown and riverfront planning, development and land use matters with the City of Fort Wayne's Division of Community Development;

(b) Administering and implementing the plan as approved by the Governing Board;

(c) Supervising the general administration of the staff of the Joint Land Use Department, including the evaluation of Joint Land Use transactions, workload demand and the capacity of the department;

(d) Establishing benchmarks and criteria to maximize customer service satisfaction with a particular focus on providing requested and needed online and technology services;

(e) Keeping the records of the Joint Land Use Department and be responsible for the custody and preservation of all papers and documents of the Governing Board, the ACPC, ACBZA, FWPC, and the FWBZA;

(f) Employing, appointing and removing members of staff of the Joint Land Use Department;

(g) Preparing a budget proposal for review by the Executive Committee and for approval by the Governing Board. The budget will be presented to and must be approved by the County's and the City's fiscal body;

(h) Making recommendations to the Governing Board, and upon approval, to the ACPC and the FWPC regarding permit fees structure; provided that neither the ACPC nor the FWPC shall be obligated to act upon such recommendations. The ACPC and the FWPC shall have the sole authority to establish its own schedule of fees for their respective jurisdictions under LC. § 36-7-4-411;

(i) Acting and performing the function of both the Zoning Administrator under the Allen County Zoning Ordinance and the Zoning Enforcement Offices under the Fort Wayne Zoning Ordinance;

(j) Preparing and presenting to the governing Board an annual report;

(k) Acting as Secretary to the Governing Board; and

(l) Performing such other duties as the Governing Board may direct. All ministerial duties of the Governing Board not otherwise delegated may be delegated to the Executive Director.

(3) **Meetings.** All meetings of the Governing Board shall be open to the public and shall be governed by the Indiana Open Door Law, I.C. 5-14-1.5 *et seq.* as amended. The Governing Board shall establish a yearly calendar for its regular meetings. Special meetings of the Governing Board may be called: (a) by the Executive Director; (b) by the Chairperson of the Governing Board; or (c) at the request of at least four (4) members of the Governing Board. The Governing Board may adopt rules of procedure for the conduct of its meetings and may establish bylaws and adopt other documents related to the governance and organization of the Governing Board, including the creation of committees. In order to take any action on any item before the Governing Board, a proposal must receive at least five (5) votes. The Governing Board shall keep minutes of all its meetings.

(4) **Duties of the Governing Board.** The duties of the Governing Board shall be as follows:

(a) **Personnel Matters:**

(i) The Governing Board shall appoint the Executive Director of the Joint Land Use Department. By executing this Agreement, the ACPC, ACBZA, FWPC, and the FWBZA agree that the appointment of an Executive Director by the Governing Board shall be deemed and shall constitute an appointment jointly of an Executive Director for these zoning boards. Prior to the annual appointment of an Executive Director, the ACPC, the ACBZA, the FWPC, and

the FWBZA may make recommendations to the Governing Board concerning the appointment of the Executive Director;

(ii) The Governing Board shall approve an annual evaluation of the Executive Director and the Joint Land Use Department;

(iii) The Governing Board shall approve an annual evaluation of any joint legal counsel selected and approved under Section 3(C)(2);

(iv) The Governing Board shall approve job descriptions, salaries and other associated benefits of the Joint Land Use Department employees annually and make recommendations for modifications;

(v) The Governing Board shall approve the annual budget for the Joint Land Use Department that has been reviewed by the Executive Committee.

(vi) All staff of the Joint Land Use Department shall be officially employees of Allen County. As such, all personnel policies shall follow the Allen County Government Employee Handbook and any other applicable County manual of departmental procedures.

(b) **Comprehensive Plan Review:** The Governing Board may review proposals to revise, amend, or modify the City's and County's Comprehensive Plan and may make recommendations to the ACPC and the FWPC regarding these proposals.

(c) **Zoning Ordinance Review:** The Governing Board may review proposals to revise, amend, or change the zoning ordinance text and zoning maps of the City of the County and may make recommendations to the FWPC and ACPC regarding any such proposals.

(d) **Dispute Resolution/Agreement Review:** The Governing Board shall mediate any disputes that may arise between the County and the City regarding any matter that is the subject of this Agreement. To resolve any such disputes, the Governing Board may review this Agreement and propose amendments or changes to this Agreement.

(e) **Duties Delegated by the ACPC, ACBAZ, FWPC, or FWBZA:** The ACPC, ACBAZ, FWPC, or the FWBZA may delegate such other duties and functions to the Governing Board to the extent permitted by law.

(5) **Executive Committee.** There shall be an Executive Committee of the Governing Board.

(a) Membership of the Executive Committee. The Executive Committee shall consist of the Mayor appointee to the Governing Board, the County Commissioner appointee to the Governing Board, the President of the FWPC and the President of the ACPC.

(b) Purpose of the Executive Committee. The Executive Committee shall oversee the daily operations of the Joint Land Use Department, including but not limited to employee performance and evaluation.

(c) Duties of the Executive Committee.

i. The Executive Committee shall complete an annual evaluation of the Executive Director and the Joint Land Use Department and will make recommendations to the Governing Board for approval;

ii. The Executive Committee shall complete an annual evaluation of any joint legal counsel selected and approved under Section 3(C) and will make recommendations to the Governing Board for approval;

iii. The Executive Committee shall review annually job descriptions, salaries and other associated benefits of the Joint Land Use Department employees and make recommendations for modifications to the Governing Board;

iv. The Executive Committee shall review the annual budget proposed for the Joint Land Use Department by the Executive Director;

v. The Executive Committee provide regular oversight of the actions and performance of the Executive Director and the Joint Land Use Department;

vi. The Executive Committee shall serve as the conduit for requests for assistance from constituents, system users, legislative bodies, and other elected officials; and

vii. The Executive Committee shall have such other duties that are delegated to it by the Governing board from time to time.

C. Legal Counsel.

(1) The attorney(s) representing the ACPC and ACBZA and the attorney(s) representing the FWPC and the FWBZA shall be deemed to be representing only those respective zoning boards to which they provide legal advice and representation. The establishment of the Governing Board shall not make the ACPC and ACBZA clients of the City's zoning counsel and shall not make the FWPC and FWBZA clients of the

County's zoning counsel. For zoning matters within the City's zoning jurisdiction, the Executive Director shall consult with the City's zoning counsel.

(2) Notwithstanding Section 3(C)(1) above, the Governing Board may recommend that the ACPC, ACBZA, FWPC, and FWBZA be served by joint legal representation. If approved, the same attorney may provide legal representation to the ACPC, ACBZA, FWPC, and the FWBZA. The cost of such joint legal representation shall be part of the budget prepared by the Executive Director.

(3) Unless joint legal representation is elected under Section 3(C)(2), the Governing Board may select legal representation from either the City legal department or from the roster of County attorneys, who do not provide legal representation to the ACPC, ACBZA, FWPC, or FWBZA. The selection of legal counsel shall alternate between the City and County in the same manner as the selection of the Chairperson of the Governing Board. Provided, however, that if the Governing Board and the ACPC, ACBZA, FWPC, and FWBZA elect to be served by joint legal representation, the attorney shall also serve as the legal advisor to the Governing Board.

D. **Office Space.** The office space for the Joint Land Use Department shall be located in Citizens Square. The Joint Land Use Department shall not be relocated to another location without the unanimous vote of the Governing Board. If the Governing Board approves the relocation of the Joint Land Use Department, the costs associated with the relocation shall be paid by the party requesting the relocation, unless otherwise agreed by the Mayor and the County Commissioners.

E. **Funding.** Funding for the Joint Land Use Department after the 2023 fiscal year will be based on the following percentages: County 50% and City 50% ("Allocation Percentage").

SECTION 4. Acquiring, Holding, and Disposing of Property.

The Governing Board and the Joint Land Use Department shall follow the County ordinances, regulations, and policies for acquiring, holding and disposing of real and personal property used in the joint undertaking. Any additional costs that are not included in the budget for acquiring, holding, and disposing of County or City property shall be in addition to the Allocation Percentage.

SECTION 5. Termination

A. **Notice of Termination.** The County Commissioners or the Mayor may terminate this Agreement by providing written notice to the other parties. The written notice of termination shall state the effective date of termination for this Agreement, which date

shall not be less than twenty-four (24) months after the giving of the written notice of termination.

B. Disposal of Property Upon Termination. If this Agreement concerning the operation of the Joint Land Use Department is terminated in its entirety and as to all the parties, property utilized by the Joint Land Use Department shall be disposed of as follows:

(1) Files maintained by the Joint Land Use Department pertaining to matters related to the County shall become the sole property of the County.

(2) Files maintained by the Joint Land Use Department pertaining to matters related to the City shall become the sole property of the City.

(3) Property supplied for use by the Joint Land Use Department solely by the County shall revert to the County.

(4) Property supplied for use by the Joint Land Use Department solely by the City shall revert to the City.

(5) Property purchased from the funds budgeted by both the City and County to support the operations of the Joint Land Use Department prior to the Effective Date of this Agreement shall be appraised by a licensed appraiser and shall revert to the City and County on a 50/50 basis. If the City and County are unable to agree upon a division of the property, then the property shall be sold as provided by law, and the net proceeds shall be divided equally between the City and County.

(6) Property purchased from the funds budgeted by both the City and County to support the operations of the Joint Land Use Department after the Effective Date of this Agreement shall be appraised by a licensed appraiser and shall revert to the City and County according to the Allocation Percentage. If the City and County are unable to agree upon a division of the property, then the property shall be sold as provided by law, and the net proceeds shall be divided between the City and County in accordance with the Allocation Percentage then in effect as determined by the Governing Board.

SECTION 6. Amendment of Agreement. Except as otherwise provided in Section 3(E)(2) with regard to attending the Allocation Percentage, this Agreement may not be amended except by a written addendum or amendment executed and approved by the parties as required by Indiana Law.

SECTION 7. Agreement as Contract. The provisions of this Agreement are contractual in nature. The parties agree that neither party shall take unilateral action which

would, or could, have the effect of requiring the increase in the monetary contribution of any other party in order to provide funds necessary to meet the financial obligations set out in the approved budget for the Joint Land Use Department. Should state authorities take action to reduce the amount of total tax revenue available to either party the parties agree that any reductions in expenditures necessitated by such reduction shall not include reductions in the budget of the Joint Land Use Department without the consent of the parties to this Agreement.

SECTION 8. Approvals Required. For this Agreement to be effective among and between the parties, the following approvals shall be required:

A. A resolution by the Allen County Plan Commission approving this Agreement, which shall be attached hereto as **Exhibit A**, and the execution of this Agreement by the President of the Allen County Plan Commission;

B. A resolution by the Allen County Board of Zoning Appeals approving this Agreement, which shall be attached hereto as **Exhibit B**, and the execution of this Agreement by the Chairman of the Allen Board of Zoning Appeals;

C. A resolution by the Fort Wayne Plan Commission, approving this Agreement, which shall be attached hereto as **Exhibit C**, and the execution of this Agreement by the President of the Fort Wayne Plan Commission;

D. A resolution by the Fort Wayne Board of Zoning Appeals, approving this Agreement, which shall be attached hereto as **Exhibit D**, and the execution of this Agreement by the President of the Fort Wayne Board of Zoning Appeals;

E. A resolution by the Allen County Council, as the County's fiscal body, approving this Agreement, which shall be attached hereto as **Exhibit E**.

F. A resolution by the Fort Wayne Common Council, as the City's fiscal body, approving this Agreement, which shall be attached hereto as **Exhibit F**.

G. Approval by the Board of Commissioners of the County of Allen, as executive, as evidenced by their execution of this Agreement.

H. Approval by the Mayor of the City of Fort Wayne, Indiana, as executive, as evidenced by the execution of this agreement.

AGREED TO, AS OF THE DATES SET FORTH BELOW, BY:

CITY OF FORT WAYNE, INDIANA

BY: _____ DATE: _____
Thomas Henry, Mayor

CITY OF FORT WAYNE PLAN COMMISSION

BY: _____ DATE: _____
Connie Haas Zuber, its President

CITY OF FORT WAYNE BOARD OF ZONING APPEALS

BY: _____ DATE: _____
Richard Karcher, its Chairman

THE BOARD OF COMMISSIONERS OF THE COUNTY OF ALLEN

BY: _____ DATE: _____
Theresa M. Brown

BY: _____ DATE: _____
F. Nelson Peters

BY: _____ DATE: _____
Richard E. Beck

ALLEN COUNTY PLAN COMMISSION

BY: _____
Susie Hoot, its President.

DATE: _____

ALLEN COUNTY BOARD OF ZONING APPEALS

BY: _____
Thomas C. Black, its Chairman

DATE: _____

EXHIBIT A

RESOLUTION NO. _____

A RESOLUTION APPROVING THE INTERLOCAL COOPERATION AGREEMENT FOR THE OPERATION OF A JOINT LAND USE DEPARTMENT FOR THE COUNTY OF ALLEN AND THE CITY OF FORT WAYNE

WHEREAS, Ind. Code § 36-1-7, *et seq.* authorizes political subdivisions within the State of Indiana to enter into an Interlocal Cooperation Agreement, whereby a power that is exercised by an Indiana political subdivision and by one or more other governmental entities may be exercised jointly by the entities:

WHEREAS, the County of Allen and the City of Fort Wayne have proposed a draft of an Interlocal Cooperation Agreement for the operation of Joint Land Use Department for the County of Allen and the City of Fort Wayne, and

WHEREAS, the Allen County Plan Commission has reviewed the proposed Interlocal Cooperation Agreement for the operation of a Joint Land Use Department for the County of Allen and the City of Fort Wayne, and

NOW THEREFORE, BE IT RESOLVED BY THE ALLEN COUNTY PLAN COMMISSION that:

Section 1. Approval of the Interlocal Cooperation Agreement. The Allen County Plan Commission hereby approves the Interlocal Cooperation Agreement for the operation of a Joint Land Use Department for the County of Allen and the City of Fort Wayne. The President of the Plan Commission is hereby authorized to sign the Interlocal Cooperation agreement for the operation of a Joint Land Use Department for the County of Allen and the City of Fort Wayne.

Section 2. Effective Date. This resolution shall take effect on the _____ day of _____, 2022.

ATTEST:

ALLEN COUNTY PLAN COMMISSION

Benjamin J Roussel,
Executive Director

Susan L Hoot, President

David Bailey, Vice-President

Nelson Peters

Adam Day

Renee Fishing

Robert Armstrong

John Henry

Jeff Sorg

James Wolff

EXHIBIT B

RESOLUTION NO. _____

A RESOLUTION APPROVING THE INTERLOCAL COOPERATION AGREEMENT FOR THE OPERATION OF A JOINT LAND USE DEPARTMENT FOR THE COUNTY OF ALLEN AND THE CITY OF FORT WAYNE

WHEREAS, Ind. Code § 36-1-7, *et seq.* authorizes political subdivisions within the State of Indiana to enter into an Interlocal Cooperation Agreement, whereby a power that is exercised by an Indiana political subdivision and by one or more other governmental entities may be exercised jointly by the entities;

WHEREAS, the County of Allen and the City of Fort Wayne have proposed a draft of an Interlocal Cooperation Agreement for the operation of Joint Land Use Department for the County of Allen and the City of Fort Wayne, and

WHEREAS, the Allen County Plan Commission has reviewed the proposed Interlocal Cooperation Agreement for the operation of a Joint Land Use Department for the County of Allen and the City of Fort Wayne, and

NOW THEREFORE, BE IT RESOLVED BY THE ALLEN COUNTY PLAN COMMISSION that:

Section 1. Approval of the Interlocal Cooperation Agreement. The Allen County Plan Commission hereby approves the Interlocal Cooperation Agreement for the operation of a Joint Land Use Department for the County of Allen and the City of Fort Wayne. The President of the Plan Commission is hereby authorized to sign the Interlocal Cooperation agreement for the operation of a Joint Land Use Department for the County of Allen and the City of Fort Wayne.

Section 2. Effective Date. This resolution shall take effect on the _____ day of _____, 2022.

ATTEST:

Benjamin J Roussel
Executive Director

ALLEN COUNTY BOARD OF
ZONING APPEALS

David Bailey, Chairman

Thomas C. Black, Vice Chairman

Adam Day

Ron Kohart

Heather Drebenstedt

EXHIBIT C

RESOLUTION NO. _____

A RESOLUTION OF THE PLAN COMMISSION OF THE CITY OF FORT WAYNE, INDIANA, APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF FORT WAYNE, BY AND THROUGH ITS COMMUNITY DEVELOPMENT DIVISION, AND THE COUNTY OF ALLEN

NOW, THEREFORE, BE IT RESOLVED BY THE PLAN COMMISSION OF THE CITY OF FORT WAYNE, INDIANA

SECTION 1. The Plan Commission of the City of Fort Wayne, Indiana, hereby ratifies and approves the Interlocal Cooperation Agreement between the City of Fort Wayne, by and through its Community Development Division, and the County of Allen, for the operation of a joint land use department. Said interlocal Cooperation Agreement is attached hereto, marked Exhibit "A" and made a part hereof.

SECTION 2. That this Resolution shall remain in full force and effect from and after its passage.

Connie Haas Zuber
Plan Commission President

APPROVED AS TO FORM AND LEGALITY

Robert W. Eherenman
Plan Commission Attorney

EXHIBIT D

RESOLUTION NO. _____

A RESOLUTION OF THE BOARD OF ZONING APPEALS OF THE CITY OF FORT WAYNE, INDIANA, APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF FORT WAYNE, BY AND THROUGH ITS COMMUNITY DEVELOPMENT DIVISION, AND THE COUNTY OF ALLEN

NOW, THEREFORE, BE IT RESOLVED BY THE PLAN COMMISSION OF THE CITY OF FORT WAYNE, INDIANA

SECTION 1. The Board of Zoning Appeals of the City of Fort Wayne, Indiana, hereby ratifies and approves the Interlocal Cooperation Agreement between the City of Fort Wayne, by and through its Community Development Division, and the County of Allen, for the operation of a joint land use department. Said interlocal Cooperation Agreement is attached hereto, marked Exhibit "A" and made a part hereof.

SECTION 2. That this Resolution shall remain in full force and effect from and after its passage.

James Hoch, BZA Chairman

APPROVED AS TO FORM AND LEGALITY

Robert W. Eherenman
Plan Commission Attorney

EXHIBIT D

RESOLUTION NO. _____

A RESOLUTION APPROVING THE INTERLOCAL COOPERATION AGREEMENT FOR THE OPERATION OF A JOINT LAND USE DEPARTMENT FOR THE COUNTY OF ALLEN AND THE CITY OF FORT WAYNE.

WHEREAS, Ind. Code § 36-1-7, *et seq.*, authorizes political subdivisions within the State of Indiana to enter into an Interlocal Cooperation Agreement, whereby a power that is exercised by an Indiana political subdivision and by one or more other governmental entities may be exercised jointly by the entities;

WHEREAS, the County of Allen and the City of Fort Wayne have proposed a draft of an Interlocal Cooperation Agreement for the operation of a Joint Land Use Department for the County of Allen and the City of Fort Wayne; and

WHEREAS, the Allen County Council has reviewed the proposed Interlocal Cooperation Agreement for the operation of a Joint Land Use Department for the County of Allen and the City of Fort Wayne.

NOW THEREFORE, BE IT RESOLVED BY THE ALLEN COUNTY COUNCIL that:

Section 1. Approval of the Interlocal Cooperation Agreement. The Allen County Council hereby approves the Interlocal Cooperation Agreement for the operation of a Joint Land Use Department for the County of Allen and the City of Fort Wayne.

Section 2. Effective Date. This resolution shall take effect on the _____ day of _____, 2022.

ATTEST:

ALLEN COUNTY COUNCIL

Nicholas D. Jordan, Auditor

Kyle Kerley, President

Chris Spurr, Vice President

Sheila R. Curry-Campbell

Thomas A. Harris

Paul W Lagemann

Robert A. Armstrong

Ken Fries

EXHIBIT F

RESOLUTION NO R-_____

A RESOLUTION OF THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA, APPROVING AN INTERLOCAL COOPERATION AGREEMENT BETWEEN THE CITY OF FORT WAYNE, BY AND THROUGH ITS COMMUNITY DEVELOPMENT DIVISION, AND THE COUNTY OF ALLEN.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE INDIANA:

SECTION 1. The Common Council of the City of Fort Wayne, Indiana, hereby ratifies and approves the Interlocal Cooperation Agreement between the City of Fort Wayne, by and through its Community Development Division, and the County of Allen, for the operation of a joint land use department. Said Interlocal Cooperation Agreement is attached hereto, marked Exhibit "A" and made a part hereof.

SECTION 2. That this Resolution shall remain in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Council Member

APPROVED AS TO FORM AND LEGALITY

Carol T. Helton, City Attorney

DIGEST SHEET

TITLE OF RESOLUTION. A Resolution of the Common Council of the City of Fort Wayne, Indiana, regarding the approval of an Amended and Restated Interlocal Cooperation Agreement for the Operation of a Joint Land Use Department for the County of Allen and the City of Fort Wayne ("Interlocal Agreement").

DEPARTMENT REQUESTING RESOLUTION. Community Development

SYNOPSIS OF RESOLUTION. This amended and restated Interlocal Agreement (initial resolution was approved in December 2007) sustains the existence of the joint land use department, the Department of Planning Services (DPS) and continues the Governing Board which is the oversight body of the executive director and department, made up of City and County appointments. It more clearly identifies and assigns roles and responsibilities of the DPS, the Executive Director of DPS, the Governing Board and associated committees and outlines the cost share split between Allen County and the City of Fort Wayne, which proposes changing the split from 60% County, 40% City to and equal 50/50 split between the two entities. It also requires approval of the DPS budget by the Governing Board and City Council which was not required or practiced as part of the previous Interlocal Agreement. The modifications within this Interlocal Agreement provide for more time, attention and services, to the benefit of the City than existed previously.

EFFECT OF PASSAGE. The provision of land use permitting services will be seamlessly maintained for users (property owners, developers, home builders) in the City and County for land use improvements and related activities. It will help maintain a "one stop shop" permitting structure and maintain the application of uniform codes, and permit processing county-wide. This amended Interlocal Agreement provides the City, via Community Development, City Council, Governing Board members a more meaningful, impactful, role in the operations, funding and staffing of the DPS.

EFFECT OF NON-PASSAGE. Failure of passage would create an uncertain path forward/future for land use permitting services within the City of Fort Wayne.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS). City funding for the DPS is nested within the Community Development budget. Funds in this budget line are used exclusively for payment of the City share of the DPS. Total DPS eligible actual costs are offset by the actual fees collected for permit transactions within the City of Fort Wayne. The net cash impact of funding the DPS has maintained a level of approximately \$475,000 to \$500,000. While this amended and restated interlocal agreement would approve the City share of the eligible costs go from 40% to 50%, the fees for City permits have been increased significantly for year 2022. Based on a multiyear lookback and evaluation of the first 6 months of 2022, it does not appear the net impact to the City's costs will increase (the increase in fees and the number of transactions offsets the percentage increase of the budget). So no anticipated net increase.

ASSIGNED TO COMMITTEE (PRESIDENT). _____

BILL NO. R-22-09-08

**REPORT OF COMMITTEE ON REGULATIONS
September 20, 2022**

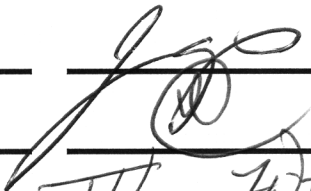
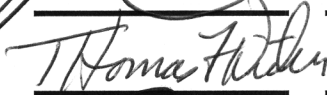






Paul Ensley Chair

Tom Freistroffer Co-Chair

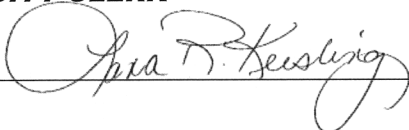
All Council Members

A Resolution of The Common Council of The City of Fort Wayne, Indiana, regarding the approval of an amended and restated Interlocal Cooperation Agreement for the operation of a Joint Land Use Department for the County of Allen and the City of Fort Wayne ("2022 Interlocal Agreement")

COMMITTEE ON REGULATIONS HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

<u>COUNCIL MEMBER</u>	<u>DO PASS</u>	<u>DO NOT PASS</u>	<u>ABSTAIN</u>
ARP			
CHAMBERS			
DIDIER			
ENSLEY			
FREISTROFFER			
HINES			
JEHL			
PADDOCK			
TUCKER			

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A

Read the first time in full and on motion by Councilperson Ensley.

Read the second time by title and referred to the Regulations Committee.

Read the third time in full and on motion by Councilperson Ensley, placed on passage by the following vote:

<u>TOTAL VOTES</u>	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
ARP	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
CHAMBERS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DIDIER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ENSLEY	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FREISTROFFER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
JEHL	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TUCKER	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: September 27, 2022



 LANA R. KEESLING, CITY CLERK

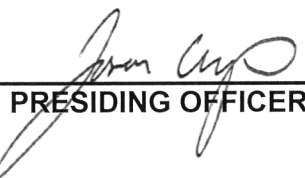
Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Resolution No. R-22-09-08 on the 27th day of September, 2022

ATTEST:



 LANA R. KEESLING
 CITY CLERK



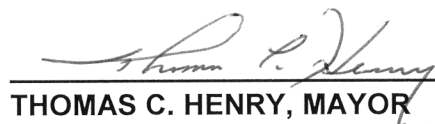
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th of September 2022, at the hour of 9:30 o'clock A.M. E.S.T.



 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 6TH day of OCTOBER 2022, at the hour of 2:30 o'clock PM E.S.T.



 THOMAS C. HENRY, MAYOR

