

RESOLUTION # 2019-6-92

Linn County and City of Center Point Agreement for Construction Code Administration

WHEREAS, the Board of Supervisors, Linn County, Iowa, pursuant to Iowa Code Chapter 28E, proposes that Linn County enter into an agreement with the City of Center Point, Iowa under the title *Linn County and City of Center Point Agreement for Construction Code Administration*, and;

WHEREAS, the purpose for such agreement is to provide for the administration of the construction codes of the City of Center Point by Linn County in order to protect the public health, safety, and welfare, and;

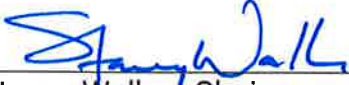
WHEREAS, such agreement is in the best interests of Linn County and the City of Center Point;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, Linn County, Iowa, that Linn County, Iowa will join pursuant to Iowa Code Chapter 28E, with the City of Center Point, Iowa into an agreement entitled *Linn County and City of Center Point Agreement for Construction Code Administration*.

Res: 2019-b-92

Passed and approved this 19th day of June, 2019.

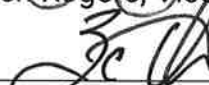
LINN COUNTY BOARD OF SUPERVISORS



Stacey Walker, Chair



Ben Rogers, Vice-Chair



Brent Oleson, Supervisor

ATTEST:


Joe Miller, Linn County Auditor
Deputy

Prepared by & to be returned to Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100 (319) 892-5130
Return to: Becky Sleep, Deputy Auditor

Amended
LINN COUNTY AND CITY OF CENTER POINT
AGREEMENT FOR CONSTRUCTION CODE ADMINISTRATION

1. TITLE

Pursuant to Iowa Code Chapter 28E, this Agreement by and between Linn County, Iowa and the City of Center Point, Iowa, shall be known as the *Linn County and City of Center Point Agreement for Construction Code Administration*.

2. PURPOSE AND SCOPE

2.1. Purpose of Agreement. The purpose of this Agreement is to provide for the administration and enforcement of the Construction Codes of the City of Center Point by Linn County to protect the public health, safety and welfare. It is the intent that the same level of service shall be provided to the citizens of Center Point as is currently provided to the citizens of the unincorporated areas of Linn County.

2.2. Scope of services. Linn County, through the Building Division of the Planning and Development Department, shall provide services to administer and enforce the Construction Codes of the City of Center Point for all projects requiring inspections, plan review and certificates of occupancy as specified in the City's adopted Construction Codes.

3. DEFINITIONS:

As used in this Agreement, the following terms are defined:

Building Division: The Building Division of the Linn County Planning and Development Department.

Building Official: The Linn County Building Official who is the designated authority charged with the administration and enforcement of the Linn County *Construction Codes*.

City: The City of Center Point, Iowa.

Construction Codes: The current version of Chapter 105, Buildings and Building Regulations: Article I (In General), Article II (Construction Regulations), Article III (Electrical Installations), Article IV (Mechanical Systems), and Article V (Plumbing); and the current version of Chapter 12, Fire Prevention and Protection; of the Linn County Code of Ordinances as adopted by Linn County, Iowa including amendments and recodifications in effect at the time of permit application.

County: The County of Linn, Iowa.

Inspectors: The Combination Building Inspectors employed with the Linn County Building Division under the direction of the Linn County Building Official.

Permit: Permits issued in accordance with the referenced *Construction Codes* for work within the city limits of the City. The provisions of this Agreement are determined to supersede and fulfill the requirements of Chapter 155, Building Permits, for the City.

4. PROCEDURES AND FEES

4.1. Place of application. Permit applications shall be made at Linn County Planning and Development, 935 2nd Street Southwest, Cedar Rapids, IA, in accordance with the County's procedures and requirements. (As of the effective date of this Agreement, sub-permits may be applied for online.) When zoning approval is required, the County shall prepare a zoning site plan for city review. Upon approval, the City shall provide the County with a copy of the approved zoning site plan or zoning permit, and floodplain permit as applicable.

4.2. Permit issuance. The County shall issue permits in accordance with its procedures and requirements. Permits will be issued when the construction drawings have been reviewed by the Building Official or designee for compliance with the *Construction Codes*.

4.3. Fees. Permit and inspection fees shall be the same for City Permits as for County Permits and shall be determined in accordance with the Linn County Building Regulations Fee Schedule in effect at the time of this Agreement or as amended by Resolution of the Linn County Board of Supervisors. Fees are due and payable to Linn County Planning and Development at the time of application.

City of Center Point driveway, sidewalk, and sewer and water utility tap fees, as determined by the City and in effect at the time of application, shall be due and payable by the applicant to Linn County at the time of application. The County shall reimburse these fees to the City on a quarterly basis. In addition, an administrative fee of \$35 per transaction will be charged to the applicant. The administrative fee shall be retained by Linn County. (A combined driveway/sidewalk/utility tap fee is considered as a single transaction.) Fees in effect at the time of this agreement are:

- Driveway fee (collected for new single family housing permits only): \$50
- Sewer and water utility tap fee (collected for new single family housing permits only): \$1,500
- Sidewalk fee: \$0

All other fees required by the City and not listed above shall be due and payable to the City of Center Point.

4.4. Fees for Saturday inspections. Saturday inspection fees will be charged to the individual requesting the inspection at one-and-one-half times the hourly rate based upon the current hourly wage rate of the personnel required, plus overhead costs for fringe benefits, office administration and transportation, with a (3) hour minimum charge, subject to change based on current fee & pay grade schedule. The County reserves the right to request an increase in charges if the current rate does not fully cover the County's costs. Saturday inspections must be requested at least 24 hours prior to the close of business on Friday.

4.5 Construction Codes incorporated by reference. The City hereby incorporates by reference into the *Code of Ordinances of the City of Center Point, Iowa* the *Construction Codes* as defined in this Agreement, including future amendments and recodifications.

5. INSPECTIONS

5.1. Types of inspections. The County shall provide inspections in accordance with the adopted *Construction Codes*. Inspections shall include footings; setbacks; electrical service; gas piping; rough inspections for framing, electrical, mechanical, and plumbing work; final inspections; and all other inspections required by the *Construction Codes*.

5.2. Requests for inspections. Inspection requests shall be made by the permit applicant or an authorized representative. Requests may be made online or by telephone to the Linn County Building Division between the hours of 7:30 a.m. and 4:30 p.m., Monday through Friday. Twenty-four hour notice is required prior to an inspection.

5.3. Inspection times. Inspections will be conducted by the County Inspectors approximately between the hours of 9:30 a.m. and 3:30 p.m., Monday through

Friday. The County reserves the right to modify this inspection schedule to accommodate the Inspectors' schedules.

6. ENFORCEMENT

6.1. Administration of Construction Codes by County. Administration and enforcement of the *Construction Codes* shall be by the County in accordance with the administrative provisions of the *Construction Codes*.

6.2. Prosecution of violations by City. Prosecution of violations of the *Construction Codes* cited by the County in the enforcement of the *Construction Codes* shall be by the City.

7. ZONING & FLOODPLAIN MANAGEMENT

7.1. Zoning approval by City. Enforcement of the City zoning ordinance shall be by the City. The City shall provide copies of an approved zoning site plan / zoning permit for each new building or addition that increases the building footprint, or for any change in use or occupancy of any existing building.

7.2. Setback inspection. County Inspectors shall confirm that the location of new buildings or additions meet the minimum setbacks shown on the approved site plan during the footing inspection.

7.3. Information provided by City. The City shall provide to the Building Division copies of City maps or other information showing streets, addresses, zoning districts, property owners, and other pertinent information.

7.4 Enforcement of floodplain regulations by City. Enforcement of floodplain regulations shall be by the City in accordance with its adopted regulations. A copy of approved floodplain development permits, as required by the City's floodplain regulations, shall be provided to the County.

8. RECORDS

8.1. Records maintenance. The County shall maintain records of Permits, beginning with the effective date of this Agreement, for a period of five years from the issuance date, unless this agreement is terminated sooner.

8.2. Permit activity reports. The County shall provide, if requested, quarterly reports to the City of permit activity in the City. The reports shall include the number and type of permits issued, and the valuation of the projects. Other information may be included in the reports as mutually agreed.

9. HOLD HARMLESS

The City of Center Point shall hold harmless, indemnify, and defend all claims and suits for liability against Linn County and any of its employees arising as a result of any services performed by Linn County under this Agreement.

10. APPEALS

10.1. Appeals of determinations. Appeals of decisions or determinations of the Building Official relative to the application and interpretation of the *Construction Codes* shall be heard by the City's Building Board of Appeals

10.2. Written reports and determinations. The Building Official shall provide a written report to the Building Board of Appeals in advance of the hearing; the City shall provide written findings and decisions regarding the disposition of any appeal to the Building Official.

11. AMENDMENTS

Any portion of this Agreement may be amended at any time, as mutually agreed, by Resolution of the County Board of Supervisors and Resolution of the City Council.

12. DURATION OF AGREEMENT; TERMINATION

12.1. Continuation and termination of Agreement. This Agreement shall continue until terminated by either the County or the City. Either the County or the City may terminate this Agreement at any time by providing written notice at least three months prior to the termination date. Written notice shall be a certified copy of a resolution by the County Board of Supervisors or the City Council.

12.2. County not obligated after termination date. The County shall not be obligated to perform inspections after the termination date for permits that are applied for or issued prior to the termination date.

12.3 Partial refund of Linn County permit and inspection fees after termination date. Upon termination, Linn County permit and inspection fees will be refunded to the permit holder on a prorated basis as shown below:

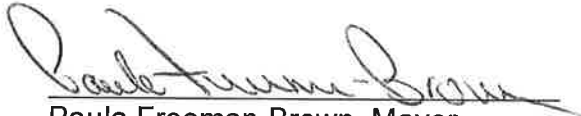
- 100% for permit applications for which no plan review has been started and for which no permit has been issued;
- 70% for permits for which plan review has been started, or for permits that have been issued but for which no on-site inspection has been performed;
- Upon request, refunds will be issued on a pro-rated basis as determined by the Building Official for permits that have been issued and have received one or more on-site inspections, but have not been finalized.

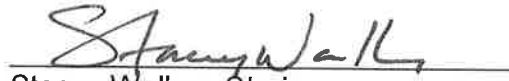
13. EFFECTIVE DATE

The effective date of this amended Agreement is July 1, 2019.

City of Center Point, Iowa

County of Linn, Iowa

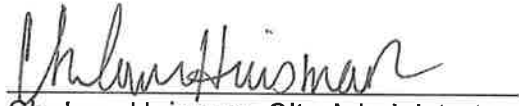

Paula Freeman-Brown, Mayor
City of Center Point


Stacey Walker, Chair
Linn County Board of Supervisors

6/13/19
Date

6/19/2019
Date

Attest:


Chelsea Huisman, City Administrator


Joel D. Miller, Linn County Auditor

Deputy