



**Board of Supervisors
Linn County, Iowa**

James Houser – District 1
Stacey Walker – District 2
Ben Rogers – District 3
Brent Oleson – District 4
John Harris – District 5

935 Second Street Southwest
Cedar Rapids, Iowa 52404-2100

MEETING AGENDA
MONDAY, JANUARY 16, 2017

9:00 A.M.

**INFORMAL BOARD ROOM—JEAN OXLEY PUBLIC SERVICE CENTER
935 SECOND STREET SW, CEDAR RAPIDS, IOWA**

CALL TO ORDER

PUBLIC COMMENT: 5 Minute Limit Per Speaker

This comment period is for the public to address topics on today's agenda.

MOTION TO APPROVE MINUTES

Discuss a \$2,500 sponsorship request from EcoFest Cedar Rapids for the April 22, 2017 (Earth Day) EcoFest event.

Discuss proposed 28E Agreement between Linn County and the City of Center Point for Fee-Based Construction Code Administration.

Discuss and decide on the Linn County Medical Examiner Service Agreement and authorize Chair to sign agreement.

PUBLIC COMMENT: 5 Minute Limit Per Speaker

This is an opportunity for the public to address the Board on any subject pertaining to Board business.

MOTION TO APPROVE PAYROLL AUTHORIZATIONS

Motion to approve Employment Change Roster (Payroll Authorizations).

MOTION TO APPROVE CLAIMS

CORRESPONDENCE

LEGISLATIVE UPDATE

APPOINTMENTS

CLOSED SESSION

The Board will enter into closed session to discuss pending litigation, pursuant to Code of Iowa 21.5(1)(c).

1:30 P.M.

INFORMAL BOARD ROOM

Review of Fiscal Year 2018 budget for Conservation.

Other budget discussions if necessary.

ADJOURNMENT

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd_supervisors@linncounty.org.

LINN COUNTY AND CITY OF CENTER POINT
AGREEMENT FOR FEE-BASED 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 Fee-Based Construction Code Administration*.

2. PURPOSE AND SCOPE

2.1. The purpose of this Agreement is to provide for the administration and enforcement of the construction Codes of the City of Center Point to protect the public health, safety and welfare.

2.2. 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 certificate of occupancy.

2.3. 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.

3. LIMITATIONS

This Agreement shall be limited to those projects requiring a permit as specified in the city's adopted construction Codes. Additional services may be provided as agreed to by the City and the County.

4. 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.
- Code(s):* The Building (Chapters 130 & 138), Electrical (Chapter 128), and Plumbing Codes (Chapter 129) of the City of Center Point.

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 Codes for work within the city limits of Center Point.

5. PROCEDURES AND FEES

5.1. The City shall continue to receive applications for permits in accordance with its procedures and requirements. The city shall provide the County with copies of permit applications, construction plans, and approved zoning site plans. This application and document distribution process may be changed at any time as mutually agreed by both parties.

5.2. The city shall continue to issue permits in accordance with its procedures and requirements. Permits will only be issued by the City upon notification by the County that the work is ready for permit issuance. A copy of the issued permit will be provided to the County.

5.3. The County shall provide the City with a log of travel time, time spent conducting inspections, and inspection results. The County shall bill the city on a monthly basis based on the hourly fee described in subsections 5.3 and 5.4.

5.4. The City agrees to pay Linn County for such services based upon the current hourly wage rate of the personnel required, plus overhead costs for fringe benefits, office administration and transportation when services are performed on site in Center Point or in the County's offices. The City will pay the stated amount of \$52.86 per hour based upon submittal by the County of documentation of hours of work performed. Reasonable travel time to and from Center Point may be included in the time charged; however, the County will make every effort to schedule inspections to avoid or minimize travel time charges. The County reserves the right to request an increase in charges if the current rate does not fully cover the County's costs.

5.5. Saturday inspection fees will be charged at one-and-one-half times the hourly rate (\$79.29), with a (3) hour minimum charge.

6. INSPECTIONS

6.1. The County shall provide inspections in accordance with the Codes.

6.2. Inspection requests will be received by the Building Division between 8:00 a.m. and 5:00 p.m., Monday through Friday.

6.3. Inspections will be conducted by the County Inspectors between approximately 9:30 a.m. and 3:30 p.m. Monday through Friday.

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

6.5. The City of Center Point will be responsible for making inspection requests to Linn County. At least four hours' notice is required prior to an inspection.

6.6. Inspections shall include footings; setbacks, electrical service; gas piping; rough inspections for framing, electrical, mechanical, and plumbing work; and final inspections.

7. ENFORCEMENT

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

7.2. The county's Building Official is also appointed as the City Building Official upon approval of this agreement.

7.3. Prosecution of Code violations cited by the County in the enforcement of the codes shall be by the City.

8. ZONING

8.1. Enforcement of the City zoning ordinance shall be by the City.

8.2. The City shall provide copies of an approved zoning site plan for each new building or addition that increases the building footprint.

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

8.4. 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.

9. FLOODPLAIN MANAGEMENT

9.1. Enforcement of floodplain regulations shall be by the City. A copy of approved floodplain development permits, as required by the city's floodplain management ordinance, shall be provided to the County as appropriate.

10. RECORDS

10.1. 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. Within six months following termination of this agreement, records shall be transferred to the City. Other arrangements for record keeping may be made if mutually agreed by both parties.

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

11. HOLD HARMLESS

11.1. 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.

12. APPEALS

12.1. Appeals of decisions or determinations of the Building Official relative to the application and interpretation of the Code(s) shall be through the City in accordance with the Code.

12.2. The City shall provide written findings and decisions to the Building Official.

13. AMENDMENTS

13.1. 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.

14. DURATION OF AGREEMENT

14.1. This Agreement shall continue until terminated by either the County or the City.

15. TERMINATION

15.1. Either the County or the City may terminate this Agreement at any time by providing written notice at least three days 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.

15.2. 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.

16.EFFECTIVE DATE

16.1. The effective date of this Agreement is the date the executed Agreement is recorded at the Linn County Recorder.

City of Center Point, Iowa

County of Linn, Iowa

Paula Freeman-Brown, Mayor

Brent Oleson, Chair
Linn County Board of Supervisors

Attest:

Chelsea Huisman, City Administrator

Joel Miller, Auditor