

RESOLUTION NO. 2050

A RESOLUTION AUTHORIZING THE MAYOR TO SIGN AN INTERGOVERNMENTAL AGREEMENT WITH MAYWOOD PARK FOR BUILDING SERVICES

THE TROUTDALE CITY COUNCIL FINDS AS FOLLOWS:

1. The City of Troutdale provides a full building services program through its Building Division and has certified personnel to perform plan reviews and structural, mechanical, electrical and plumbing inspections.
2. The City of Maywood Park does not have a building services program nor does it have certified staff to perform these duties.
3. The City of Maywood Park desires to contract with the City of Troutdale for these services and the City of Troutdale has the capability to provide them.
4. An Intergovernmental Agreement (IGA) between the two Cities is necessary in order to provide these contract services.


NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF TROUTDALE


- Section 1. The Mayor is authorized to sign the IGA with Maywood Park for Building Services substantially in accordance with the draft which is attached.
- Section 2. The Mayor is authorized to sign any addendums to this IGA that may arise during the period the IGA is in effect.
- Section 3. This resolution shall take effect immediately upon adoption.

YEAS: 6


NAYS: 0

ABSTAINED: 0



Jim Kight, Mayor


Date



Debbie Stickney, City Recorder
Adopted: May 25, 2010

TROUTDALE/MAYWOOD PARK BUILDING SERVICES AGREEMENT

THIS Intergovernmental Agreement is made and entered into by and between the CITY OF TROUTDALE, a municipal corporation of the State of Oregon, herein referred to as Troutdale, and the CITY OF MAYWOOD PARK, a municipal corporation of the State of Oregon, herein referred to as Maywood Park.

WITNESSETH:

WHEREAS, Troutdale, through its Building Division has an inspection program to do building, mechanical, plumbing and electrical inspections; and

WHEREAS, Troutdale has personnel certified to perform plan review and permit issuance as provided in ORS Chapter 456; and

WHEREAS, Maywood Park does not presently have on staff personnel certified to perform the above noted functions, but does require the indicated services which Troutdale has the capability to perform; and

WHEREAS, Troutdale and Maywood Park are authorized by ORS 190.003-190.110 and other pertinent statutes to enter into Intergovernmental Agreements for the performance of the functions and activities herein indicated.

NOW, THEREFORE, IT IS AGREED:

That Troutdale will assist Maywood Park in administering the Maywood Park building, mechanical, plumbing and electrical permit issuance and inspection programs mandated by State statutes and related Maywood Park ordinances in the following particulars:

1. Duties and Responsibilities of Maywood Park
 - a. Maywood Park shall have sole authority and responsibility for determining and enforcing compliance with zoning, land use and other laws separate and distinct from the Building, Plumbing, Mechanical and Electrical Codes adopted by the State of Oregon.
 - b. Maywood Park shall have sole authority and responsibility for determining whether a permit application is in conformance with Maywood Park City ordinances.
 - c. Maywood Park grants the City of Troutdale the authority to enforce and administer the State of Oregon Structural Specialty Code, Oregon Residential Specialty Code, Oregon Plumbing Specialty Code, Oregon Mechanical Specialty Code, Oregon

Electrical Specialty Code, Oregon Manufactured Dwelling Code and Oregon Park and Camp Code as adopted by Maywood Park. The City of Troutdale accepts this authority and agrees to enforce and administer the State of Oregon Specialty Codes in Maywood Park. The Building Official of the City of Troutdale shall act as Building Official for the City of Maywood Park for purposes of administering the State of Oregon Specialty Codes including issuing stop work and similar orders. Maywood Park shall maintain full control and responsibility for the prosecution of any violation of the State Structural Specialty Codes referenced in this agreement. All costs of such prosecution shall be paid by Maywood Park.

2. Duties and Responsibilities of Troutdale. Troutdale shall be responsible for and shall perform the following functions and activities for Maywood Park:
 - a. Troutdale shall receive applications for building, plumbing, mechanical, electrical and manufactured home permits and issue permits to builders, contractors and owners.
 - b. Troutdale shall collect all fees for building, plumbing, mechanical, electrical and manufactured home plan reviews and permits issued for Maywood Park in accordance with the fee schedules attached as Exhibits A-F.
 - c. Troutdale shall keep records of all permits issued and shall make such records available to Maywood Park upon request.
 - d. Troutdale shall make all State certified inspections ordinarily performed by the State certified inspectors up to and including a final inspection. Upon completion of the final inspection, Troutdale shall issue a certificate of occupancy or final inspection.
 - e. Troutdale shall perform special inspections required or necessary to be performed by certified inspectors on existing or occupied structures in Maywood Park upon request of Maywood Park; payment for special inspections, unrelated to permits in force, shall be at the rate of \$105.00 per hour.
 - f. Troutdale shall prepare such information as may be required by the State Department of Commerce associated with the reporting of building inspection activities and provide such information to Maywood Park.
 - g. Troutdale shall pay the wages and all related benefits to the personnel performing the services hereunder.
 - h. Troutdale shall coordinate the service enumerated herein with the Maywood Park Mayor.

3. Applicable Building Codes: This agreement is entered into by the parties hereto upon the assumption that the Oregon Structural Specialty Code, Oregon Residential Specialty Code, Oregon Plumbing Specialty Code, Oregon Mechanical Specialty Code, Oregon Electrical Specialty Code, Oregon Manufactured Dwelling Code and Oregon Park and

Camp Code, as promulgated by the State of Oregon Department of Commerce, shall be the codes in effect and used by Maywood Park.

4. Payment: Maywood Park agrees to pay for the cost of Troutdale providing the services performed pursuant to this agreement. Cost shall be determined as follows:

Troutdale shall pay to Maywood Park an amount equal to ten percent (10%) of all collected fees for building, plumbing, electrical, mechanical, manufactured dwellings, demolition, grading, and applicable fire & life safety permits issued for Maywood Park for structures for which inspections are requested. The payment of the aforesaid sum shall be made on or before the 15th day of each month following the month during which the fees are collected by Troutdale.

5. Fee Schedule: The permit fee schedules are attached hereto as Exhibits "A -F" and are part of this Agreement as though fully set forth herein. Maywood Park shall adopt any changes in Troutdale building permit fees no later than forty-five (45) days after approved by the Troutdale City Council and ratified by the State of Oregon, whichever is later.

6. Term: This agreement shall have an effective date of June 1, 2010, or the date upon which each party has signed the agreement, whichever is later, and may be amended or modified upon the written approval of both cities and shall continue until June 30, 2015. Either party upon 180 days written notice to the other, may terminate this Agreement.

7. Administrative Procedures: All administrative procedures governing the implementation of this Agreement shall be in written form, approved by both Maywood Park and Troutdale prior to implementation.

8. Insurance and Indemnity: Troutdale agrees to maintain workers' compensation, health and accident insurance on any building officials employed by Troutdale who perform services under this Agreement and further agrees to provide liability insurance upon any vehicle employed by such persons while performing service within Maywood Park.

- a. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Maywood Park shall defend, hold harmless and indemnify Troutdale against liability for damage to life or property arising from Maywood Park's negligent activity under this agreement, including but not limited to settlements, judgments, costs and attorneys' fee.
- b. To the extent permitted by the Oregon Constitution and the Oregon Tort Claims Act, Troutdale shall defend, hold harmless and indemnify Maywood Park against liability for damage to life or property arising from Troutdale's negligent activity under this

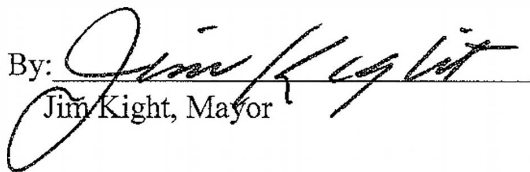
agreement, including but not limited to settlement, judgments, costs and attorney's fees.

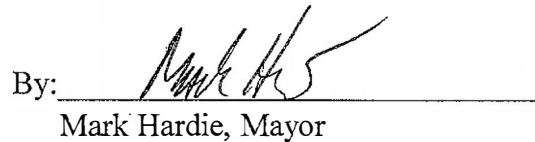
9. Coordination of Administration: The Building Official shall coordinate his/her functions with the Maywood Park Mayor or designated individual whenever necessary.
10. No Benefit to Third Parties: Maywood Park and Troutdale are the only parties to this Agreement and as such are the only parties entitled to enforce its terms. Nothing in this Agreement gives or shall be construed to give or provide any benefit, direct or indirect, or otherwise to third parties unless third persons are expressly described as intended to be beneficiaries of its terms.

IN WITNESS WHEREOF, Maywood Park and Troutdale, pursuant to appropriate action taken by their respective City Council, have duly caused this Agreement to be signed by the authorized representatives as of the day and year hereafter written.

CITY OF TROUTDALE

CITY OF MAYWOOD PARK

By: 
Jim Kight, Mayor

By: 
Mark Hardie, Mayor

Date: May 27, 2010

Date: 5/13/10

ADOPTED BUILDING PERMIT FEES

Total Valuation	Fee
\$1.00 to \$500.00	\$23.50.
501.00 to \$2,000.00	\$23.50 for the first \$500.00 plus \$3.05 for each additional \$100.00, or fraction thereof, to and including \$2,000.00.
2,001.00 to 25,000.00	\$69.25 for the first \$2,000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25,000.00.
25,001.00 to 50,000.00	\$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00.
50,001.00 to 100,000.00	\$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00.
100,001.00 to 500,000.00	\$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00.
500,001.00 to 1,000,000.00	\$3,233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00.
1,000,001.001 & Up	\$5,608.75 for the first \$1,000,000.00 plus \$3.65 for each additional \$1,000.00, or fraction thereof.

- * Based on the Building permit fee from above calculate the fee by 12% to get the State Surcharge Fee.
- * Based on the Building permit fee from above calculate the fee by 40% to get the Fire & Life Plan Review Fee.
- * Based on the Building permit fee from above calculate the fee by 65% to get the Building Plan Review Fee.
- * Metro Tax imposed on all Building permits valued over \$100,000.00, that fee is calculated at 0.12% of the valuation of the Building permit.
- * School Tax imposed on all Building permits based on square footage. Residential is \$1.00 per sq.ft, Commercial is .50 per sq.ft. of habitable space.



Building Permit Application

City of Troutdale

104 SE Kibling Ave., Troutdale Or 97060

Permit Specialist 503 674-7229

Application No.	Permit No.
Date Received	Date Issued
Received By	Issued By
Receipt No.	Receipt No.

Inspection Requests Phone: 503 674-7204

Fax: 503 667-0524

e-mail: inspection@ci.troutdale.or.us

TYPE OF WORK	
<input type="checkbox"/> New construction	<input type="checkbox"/> Demolition
<input type="checkbox"/> Addition/alteration/replacement	<input type="checkbox"/> Other:
CATEGORY OF CONSTRUCTION	
<input type="checkbox"/> 1- and 2-family dwelling	<input type="checkbox"/> Commercial/industrial
<input type="checkbox"/> Accessory building	<input type="checkbox"/> Multi-family
<input type="checkbox"/> Master builder	<input type="checkbox"/> Other:
JOB SITE INFORMATION AND LOCATION	
Job site address:	
City/State/Zip:	
Suite/bldg./apt. no.:	Project name:
Cross street/directions to job site:	
Subdivision:	Lot no.:
Tax map/parcel no.:	
DESCRIPTION OF WORK	
PROPERTY OWNER	
<input type="checkbox"/> TENANT	
Name:	
Address:	
City/State/Zip:	
Phone:	Fax:
APPLICANT	
CONTACT PERSON	
Business name:	
Contact name:	
Address:	
City/State/Zip:	
Phone:	Fax:
E-mail:	
CONTRACTOR	
Business name:	
Address:	
City/State/Zip:	
Phone:	Fax:
CCB license no.:	
City or Metro license no.:	
Authorized Signature:	
Print name:	Date:

REQUIRED DATA - 1- AND 2-FAMILY DWELLING	
Permit fees* are based on the value of the work performed. Indicate the value (rounded to the nearest dollar) of all equipment, materials, labor, overhead, and profit for the work indicated on this application.	
Valuation \$	
Number of bedrooms:	
Number of bathrooms:	
Total number of floors:	
New dwelling area:	sq.ft.
Garage/carport area:	sq.ft.
Covered porch area:	sq.ft.
Deck area:	sq.ft.
Other structure area:	sq.ft.
REQUIRED DATA - COMMERCIAL USE CHECKLIST	
Permit fees* are based on the value of the work performed. Indicate the value (rounded to the nearest dollar) of all equipment, materials, labor overhead, and profit for the work indicated on this application.	
Valuation \$	
Existing building area:	sq.ft.
New building area:	sq.ft.
Number of stories:	
Type of construction:	
Occupancy groups:	Existing: New:
Code edition:	
Sprinkler system:	
NOTICE	
All contractors and subcontractors are required to be licensed with the Oregon Construction Contractors Board under ORS 701 and may be required to be licensed in the jurisdiction in which work is being performed. If the applicant is exempt from licensing, the following reasons apply:	
DEPARTMENT APPROVAL - INITIAL & DATE	
Fire Marshal:	
Building Dept.:	
Planning Dept.:	
Pwks Chief Engineer:	
Environmental Specialist:	
Building Permit Fees*	
Building Permit Fee	\$
12% State Surcharge Fee	\$
65% Plan Review Fee	\$
40% Fire & Life Plan Review Fee	\$
Deposit	\$
Total Due	\$

This permit application expires if a permit is not obtained within 180-days after it has been accepted as complete. Permits are non-transferable and expire 180-days from issuance or last inspection.

* Fee methodology set by Tri-County Building Industry Service Board

Exhibit E

Maywood Park IGA – Building Services



Mechanical Permit Application City of Troutdale

104 SE Kibling Ave., Troutdale Or 97060
Permit Specialist 503 674-7229

Inspection requests may be made by: Phone: 503 674-7204

Fax: 503 667-0524

E-mail: inspection@ci.troutdale.or.us

Application No.	Permit No.
Date Received	Date Issued
Received By	Issued By
Receipt No.	Receipt No.

TYPE OF WORK	
<input type="checkbox"/> New construction	<input type="checkbox"/> Addition/alteration/replacement
<input type="checkbox"/> Demolition	<input type="checkbox"/> Other:
CATEGORY OF CONSTRUCTION	
<input type="checkbox"/> 1-and 2-family dwelling	<input type="checkbox"/> Commercial/industrial
<input type="checkbox"/> Multi-family	<input type="checkbox"/> Accessory building
<input type="checkbox"/> Master builder	<input type="checkbox"/> Other:
JOB SITE INFORMATION AND LOCATION	
Job site address:	
City/State/Zip:	
Suite/bldg./apt. no.:	Project name:
Cross street/directions to job site:	
Subdivision:	Lot no.:
Tax map/parcel no.:	
DESCRIPTION OF WORK	
<input type="checkbox"/> PROPERTY OWNER	<input type="checkbox"/> TENANT
Name:	
Address:	
City/State/Zip:	
Phone:	Fax:
<input type="checkbox"/> APPLICANT	
Business name:	
Contact name:	
Address:	
City/State/Zip:	
Phone:	Fax:
E-mail:	
CONTRACTOR	
Business name:	
Address:	
City/State/Zip:	
CCB license no.:	City or Metro license no.:
Phone:	Fax:
E-mail:	
Authorized signature:	Date
Print name:	Date
DEPARTMENT APPROVAL	
Initial & Date:	
This permit application expires if a permit is not obtained within 180-days after it has been accepted as complete. Permits are non-transferable and expire 180-days from issuance or last inspection.	
* Site plan required for an outdoor unit	
** State Building Codes Division's approval required	

COMMERCIAL FEE* SCHEDULE – USE CHECKLIST			
Mechanical permit fees* are based on the value of the work performed. Indicate the value (rounded to the nearest dollar) of all mechanical materials, equipment, labor, overhead, and profit. Valuation \$			
RESIDENTIAL EQUIPMENT/SYSTEM FEES*			
For special information use checklist			
Description	Qty	Fee	Total
Heating/cooling			
Furnace, incl. ductwork, vent and liner		18.00	
Air conditioner (site plan required)		36.00	
Heat pump (site plan required)		8.00	
Duct work, alteration and additions		22.00	
Hydronic piping system		22.00	
Boiler, incl. vent**		36.00	
Gas heaters/unit in-wall, in-duct, suspended, etc. not incl. vent		18.00	
Other:			
Other fuel appliances			
Water heater		16.00	
Gas fireplace/insert/stove		18.00	
Gas log/log lighter		16.00	
Pool or spa heater, kiln*		22.00	
Wood/pellet stove/insert		40.00	
Wood fireplace		40.00	
Chimney/liner/flue/vent w/o appliance		14.00	
Oil tanks/gas/diesel generators		36.00	
Other:		22.00	
Environmental exhaust and ventilation			
Range hood/other kitchen equipment		8.00	
Clothes dryer exhaust		8.00	
Single-duct exhaust (bathrooms, toilet compartments, utility rooms)		8.00	
Attic/crawlspace fans		8.00	
Whole house ventilation or radon mitigation			
Other:		22.00	
Fuel piping \$8.00 for the first four; \$2.00 for each additional			
Furnace, etc.			
Wall/suspended/unit heater			
Water heater			
Fireplace/log lighter/gas log			
Range/ Barbeque/ Cloths dryer (circle)			
Other:			
Mechanical Permit Fees			
Mechanical Permit Fee	\$		
Minimum Permit Fee	\$	50.00	
12% State Surcharge	\$		
25% Commercial Plan Review Fee	\$		
Deposit	\$		
Total Due	\$		



Demolition Permit Application

City of Troutdale
104 SE Kibling Ave., Troutdale Or 97060
City Hall 503 665-5175

Inspection requests may be made by:

Phone: 503 674-7204

Fax: 503 667-0524

E-mail: inspection@ci.troutdale.or.us

Application No.	Permit No.
Date Received	Date Issued
Received By	Issued By
Receipt No. CD	Receipt No. CD

CATEGORY OF CONSTRUCTION	
<input type="checkbox"/> Multi-family	<input type="checkbox"/> Commercial/Industrial
<input type="checkbox"/> Single-Family	<input type="checkbox"/> Other
JOB SITE INFORMATION AND LOCATION	
Job site address:	
Project name:	
Subdivision:	
DESCRIPTION OF WORK	
PROPERTY OWNER	
Name:	
Address:	
City/State/Zip:	
Phone:	
Property Owners signature - <i>required</i>	
CONTRACTOR	
Name:	
Address:	
City/State/Zip:	
Phone:	Fax:
CCB license No.:	City or Metro license No.:

PERMIT FEES ARE BASED ON THE VALUE OF THE JOB	
Value \$	
\$ 1,000 or less	\$75.00
\$ 1,001 – \$ 10,000	\$250.00
\$ 10,001 – \$ 50,000	\$500.00
\$ 50,001 - \$ 100,000	\$1,000.00
\$ 100,001 – \$ 1,000,000	\$5,000.00
\$ 1,000,001 - \$ 10,000,000	\$10,000.00
\$ 10,000,001 or more	\$20,000.00
Permit Fee (01.00-7303)	\$
12% State Surcharge	\$
Total Due	\$
Water (Pull Meter) (03.00-7899)	\$ 50.00
Sewer (Cap Sewer) (04.00-7899)	\$ 50.00
Subtotal	\$
Grand Total Due	\$
DEPARTMENT APPROVAL - INITIAL & DATE	
Building Dept.:	
Planning Dept.:	
Other:	

The owner of record is responsible for the removal & disconnection of the sewer & water supply or private sewage system.	<input type="checkbox"/>
Private sewage disposal systems must be abandoned in accordance with the requirements of DEQ and the City of Portland.	<input type="checkbox"/>
All debris from this demolition must be disposed of at an appropriate disposal site within five (5) days of the demolition.	<input type="checkbox"/>
All private well systems must be disconnected, marked and made safe from any potential hazardous conditions.	<input type="checkbox"/>
The Wastewater Division of the City of Troutdale must inspect sewer disconnections.	<input type="checkbox"/>
The Contractor must request a pre-demo and then post-demo inspection(s).	<input type="checkbox"/>
The Water Division of the City of Troutdale must remove water meters.	<input type="checkbox"/>
This permit application expires if a permit is not obtained within 180-days after it has been accepted as complete. Permits are non-transferable and expire 180-days from issuance or last inspection. Authorized signature:	
Print name:	Date