



CITY OF OREGON CITY CITY COMMISSION REGULAR MEETING - REVISED AGENDA

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, November 6, 2024 at 7:00 PM

Ways to participate in this public meeting:

- Attend in person, location listed above. Please see the public comment guidelines below.
 - Attend the livestream of the meeting on the City's YouTube Channel: <https://www.youtube.com/user/CityofOregonCity>
 - Register to provide electronic testimony (email recorderteam@orc.org or call 503-496-1509 by 3:00 PM on the day of the meeting to register)
 - Email recorderteam@orc.org (deadline to submit written public comment via email is 3:00 PM on the day of the meeting)
 - Mail to City of Oregon City, Attn: City Recorder, P.O. Box 3040, Oregon City, OR 97045
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6:00 PM - EXECUTIVE SESSION

The Executive Session will begin at 6:00 PM pursuant to ORS 192.660(2)(i): To review and evaluate the employment-related performance of the chief executive officer of any public body, a public officer, employee or staff member who does not request an open hearing.

7:00 PM - REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

- a. Fallen Officers' Proclamation
- b. Extra Mile Day Proclamation

4. PUBLIC COMMENTS

Please see the public comment guidelines below.

5. PRESENTATIONS

- a. Metro Solid Waste Presentation
- b. Caring Place Presentation

6. ADOPTION OF THE AGENDA

7. CONSENT AGENDA

- a. Intergovernmental Agreement between Tri-County Metropolitan Transportation District of Oregon (TriMet) and the City of Oregon City for Construction and Operation of a New Transit Center
- b. Resolution No. 24-28, Authorizing the Nomination of the Oregon City OR99E (McLoughlin Boulevard) 10th Street to tumwata village: Shared-Use Path and Streetscape Enhancements Project Development for the Metro 2028-2030 Regional Flexible Fund Allocation - Step 2 Program
- c. Personal Services Agreement with RH2 Engineering, Inc. for the Sanitary Pump Station Generator Replacements Project (CI 24-007)
- d. Purchase of Public Works Fleet Division Replacement Vehicle: 2027 F-550 Aerial Bucket Truck

- e. Change Order #1 for the Barclay Hills Storm Improvements Project (CI 23-014)
- f. Equipment Purchase using DOJ DEA Asset Forfeiture and Equitable Sharing Funds
- g. Minutes of the June 5, 2024 City Commission Regular Meeting
- h. Minutes of the July 11, 2024 City Commission Special Meeting

8. PUBLIC HEARINGS

9. GENERAL BUSINESS

- a. Washington Street Corridor Federal Earmark Funding Project Conceptual Design
- b. Nonprofit Corporation Low-Income Housing Property Tax Exemption
- c. Fireworks Draft Ordinance(s) Discussion
- d. First Reading of Ordinance No. 24-1011, Adopting Amendments to the Oregon City Stormwater Code for Allowable Non-stormwater Discharges
- e. Second Reading of Ordinance No. 24-1009; Amending OCMC 2.30.030 to Adjust Membership Requirements for the Citizen Involvement Committee
- f. Resolution No. 24-26, Amending Bylaws for the Citizen Involvement Committee

10. COMMUNICATIONS

City Manager

Commissioners

Mayor

11. ADJOURNMENT

ORDINANCE NOTICE

If an ordinance is noticed above in this agenda, the text of the ordinance is available online with the posted agenda packet. In addition, three copies are provided for public review in the Office of the City Recorder upon request.

PUBLIC COMMENT GUIDELINES

Complete a Comment Card prior to the meeting and submit it to the City Recorder. When the Mayor/Chair calls your name, proceed to the speaker's table, and state your name and city of residence. Each speaker is given 3 minutes to speak. Representatives of neighborhood associations may be given 5 minutes to speak if requested. As a general practice, the City Commission does not engage in discussion with those making comments. Complaints shall first be addressed at the department level prior to addressing the City Commission. Electronic presentations are permitted but must be delivered to the City Recorder 48 hours in advance of the meeting.

ADA NOTICE

The location is ADA accessible. Hearing devices may be requested from the City Recorder prior to the meeting. Individuals requiring other assistance must make their request known 48 hours preceding the meeting by contacting the City Recorder's Office at 503-657-0891.

Agenda Posted at City Hall, Pioneer Community Center, Library, City Website.

Video Streaming & Broadcasts: The meeting is streamed live on the [Oregon City's website](#) and available on demand following the meeting. The meeting can be viewed on Willamette Falls Television channel 28 for Oregon City area residents as a rebroadcast. Please contact WPMC at 503-650-0275 for a programming schedule.

PROCLAMATION

TO RECOGNIZE AND HONOR THE SERVICE AND SACRIFICE OF THOSE LAW ENFORCEMENT OFFICERS KILLED IN THE LINE OF DUTY WHILE PROTECTING THE OREGON CITY COMMUNITY

Whereas, Law Enforcement is an honorable, hard-working profession that diligently seeks to make our community more livable and safe; and

Whereas, there is no greater sacrifice an Officer can make for their community than to give their life; and

Whereas, the death of a Police Officer shocks the very soul of a community, our Government, and the very freedoms the Officers have sworn to protect; and

Whereas, the impact of this tragedy upon the Officer's family, friends, department and community is immeasurable; and

Whereas, our hearts and thoughts go out to the many killed in action while serving to protect our community.

Now, Therefore, I, Denyse McGriff, Mayor of the City of Oregon City, along with the City Commission, and the Citizens of Oregon City, Oregon extend heartfelt condolences to the families of the following Officers:

Reserve Police Officer, Robert Libke, lost on November 3, 2013
Police Officer, George J. Hanlon, lost on April 23, 1906

These officers have been lost but will never be forgotten. This community will be forever grateful. We ask for a moment of silence as we remember Oregon City's valuable public servants and pray for healing and hope into the future.

In Witness Whereof, I have hereunto set my hand this 6th day of November 2024.

DENYSE C. McGRIFF, Mayor

PROCLAMATION

Whereas, Oregon City, Oregon is a community which acknowledges that a special vibrancy exists within the entire community when its individual citizens collectively “go the extra mile” in personal effort, volunteerism, and service; and

Whereas, Oregon City, Oregon is a community which encourages its citizens to maximize their personal contribution to the community by giving of themselves wholeheartedly and with total effort, commitment, and conviction to their individual ambitions, family, friends, and community; and

Whereas, Oregon City, Oregon is a community which chooses to shine a light on and celebrate individuals and organizations within its community who “go the extra mile” in order to make a difference and lift up fellow members of their community; and

Whereas, Oregon City, Oregon acknowledges the mission of the Extra Mile America to create 550 Extra Mile cities in America and is proud to support “Extra Mile Day” on November 1, 2024.

Now, Therefore, I, Denyse C. McGriff, Mayor of Oregon City, do hereby proclaim

November 1, 2024

as

Extra Mile Day

And encourage Oregon City citizens to take time on this day to not only “go the extra mile” in their own lives, but to also acknowledge all those who are inspirational in their efforts and commitment to make their organizations, families, community, country, or world a better place.

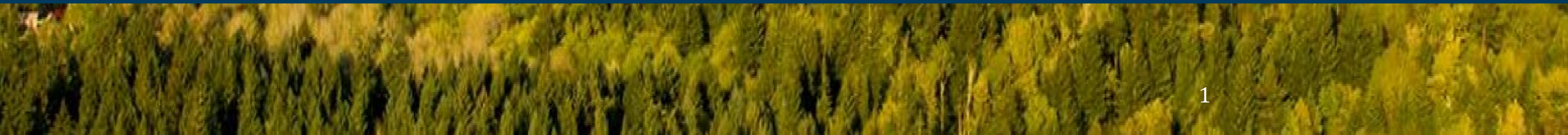
In Witness Whereof, I have hereunto set my hand this 6th day of November 2024.

DENYSE C. MCGRIFF, Mayor



Metro Waste Prevention and Environmental Services

November 2024

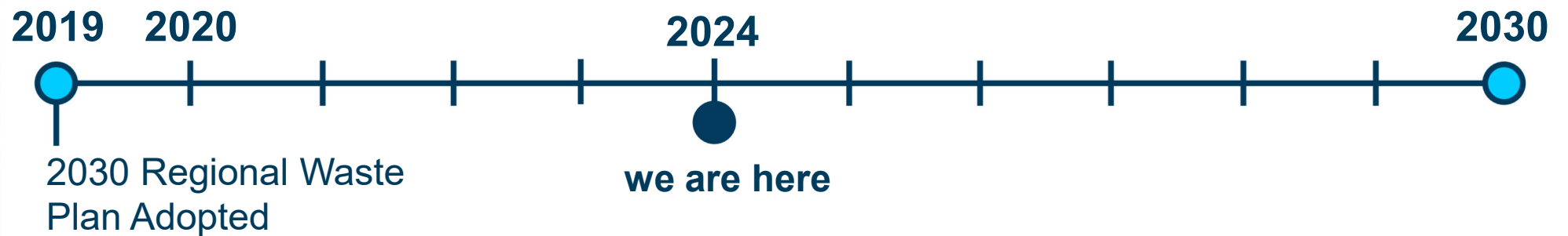
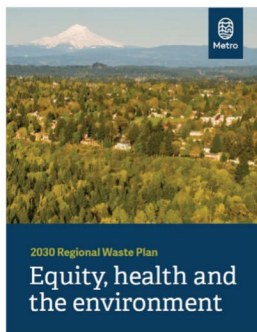


The Regional Waste Plan guides our work

Waste prevention and healthy environment

Excellent, accessible and resilient garbage and recycling system

Shared prosperity





Metro South Facility Opens in 1983



James Recycling Event September 2024

Regional System Facilities Plan

- Sets 20-year vision and blueprint for investments to improve the reuse, recycling and garbage system
- Focused on waste reduction, increased access, and affordability
- Identifies areas where more study, analysis and discussion are needed



Plan phases and engagement



Partner Engagement

PHASE 1	PHASE 2	PHASE 3	PHASE 4 and 5
- Community Advisory Committee - Metro Mayors Consortium - Regional Waste Advisory Committee - Committee on Racial Equity - Metro Policy Advisory Committee	- Community Advisory Committee - Regional Waste Advisory Committee - Committee on Racial Equity - Metro Policy Advisory Committee	- Community Advisory Committee - Metro Mayors Consortium - Regional Waste Advisory Committee - Committee on Racial Equity - Metro Policy Advisory Committee	- Community Advisory Committee - Metro Mayors Consortium - Regional Waste Advisory Committee - Committee on Racial Equity - Metro Policy Advisory Committee
Roundtables with: - Local governments - Reuse organizations - Industry business		Roundtables with: - Local governments - Reuse organizations - Community organizations International Symposium Industry interviews	Roundtables with: - Local governments - Reuse organizations - Industry business

Draft Plan Outline

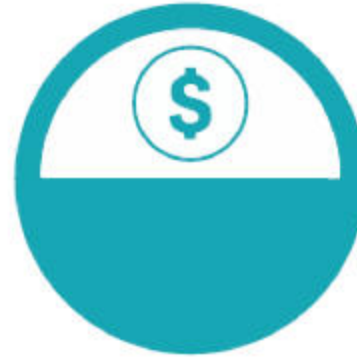
- Introduction
- Values and outcomes
- Existing system and gaps
- Investment strategy
- Supporting policy actions
- Phasing, cost and financing
- Implementation and monitoring



Draft plan - key investments



Community drop-off depots
Building six new depots for reuse, recycling, hazardous waste, compost and self-haul garbage services



Reuse and repair
Funding local reuse and repair businesses and building a regional reuse warehouse and a reuse mall

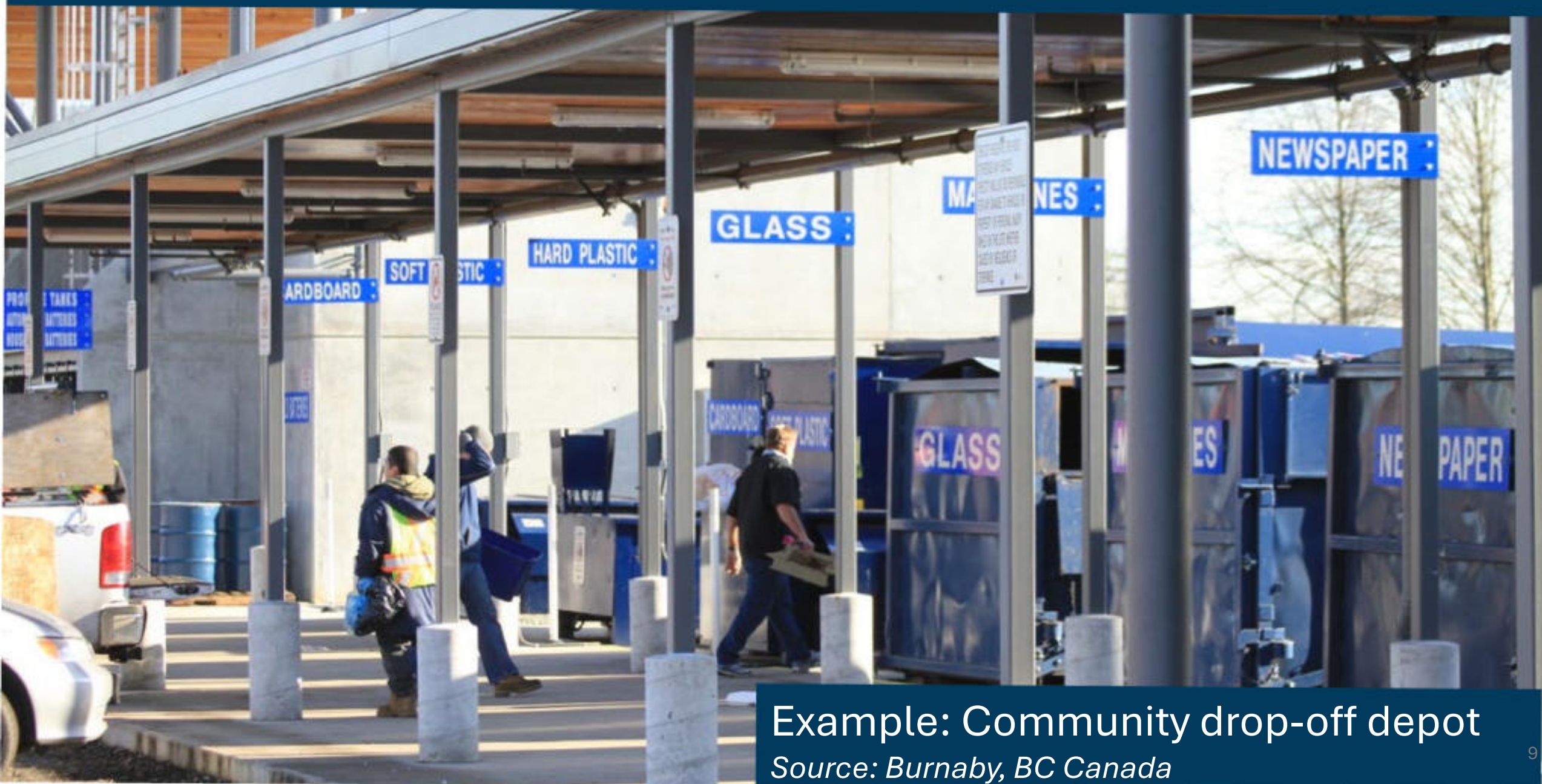


Organics
Converting Metro Central into a regional hub for food waste and yard debris and investing in local private organics facilities



Commercial transfer stations
Partnering with private facilities to provide more infrastructure for garbage from commercial haulers

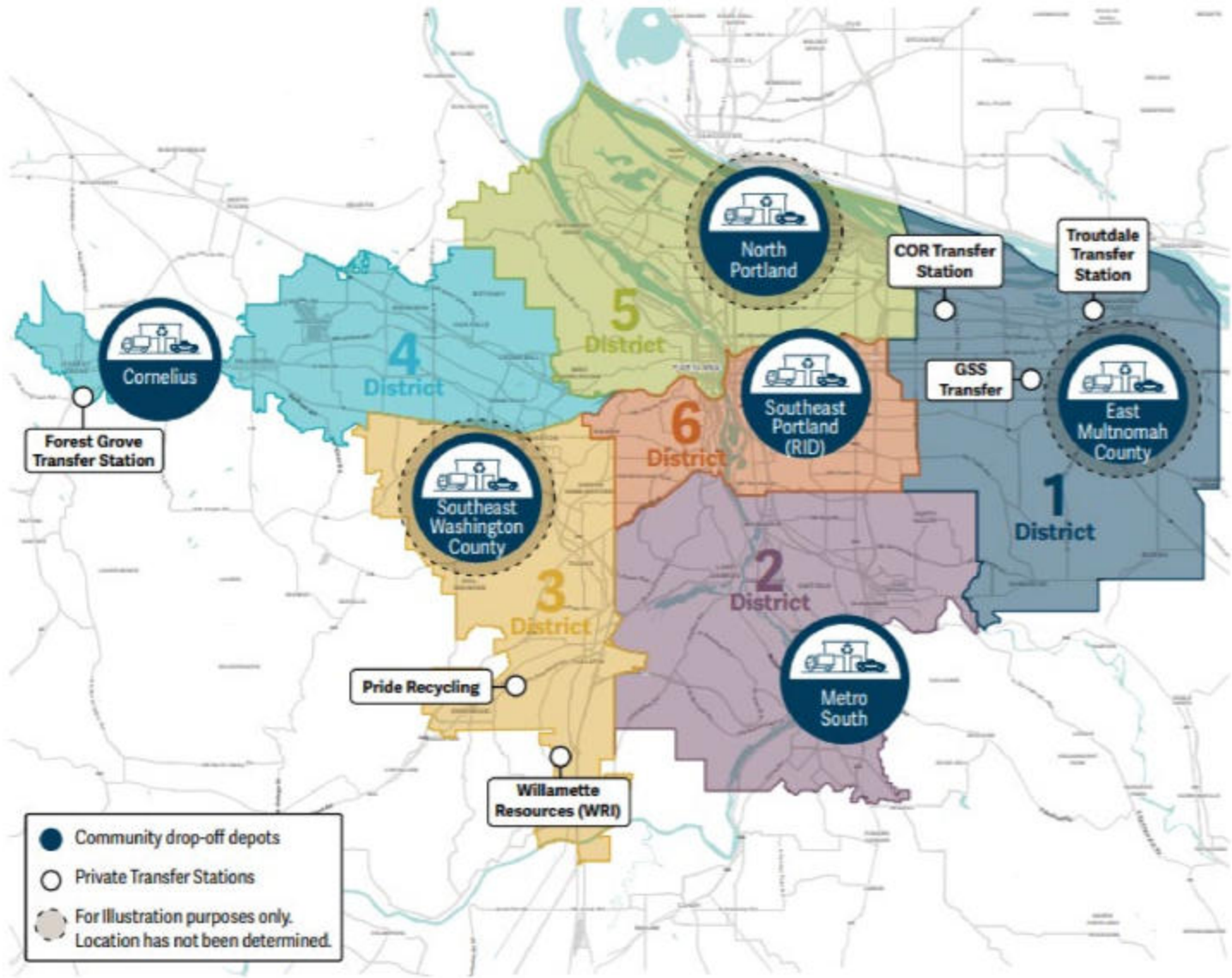
Community Drop-off Depots



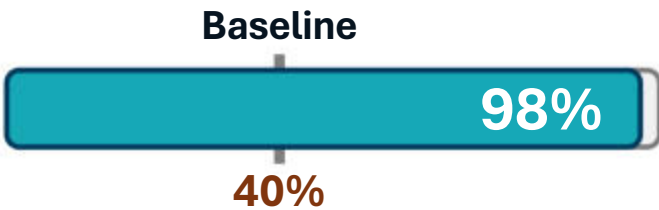
Example: Community drop-off depot

Source: Burnaby, BC Canada

Community drop-off depots



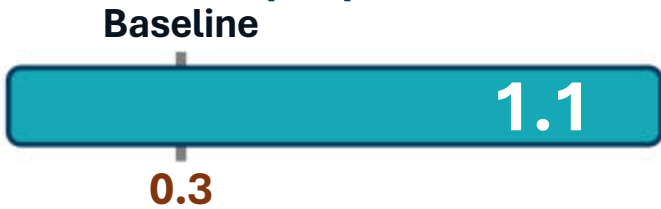
Share of people within 20-minute drive of nearest depot



Reuse, recycling and composting
tons per year



Metro depots per 250,000 people



Reuse and Repair



Example: Reuse Mall
Source: *ReTuna Återbruksgalleria*

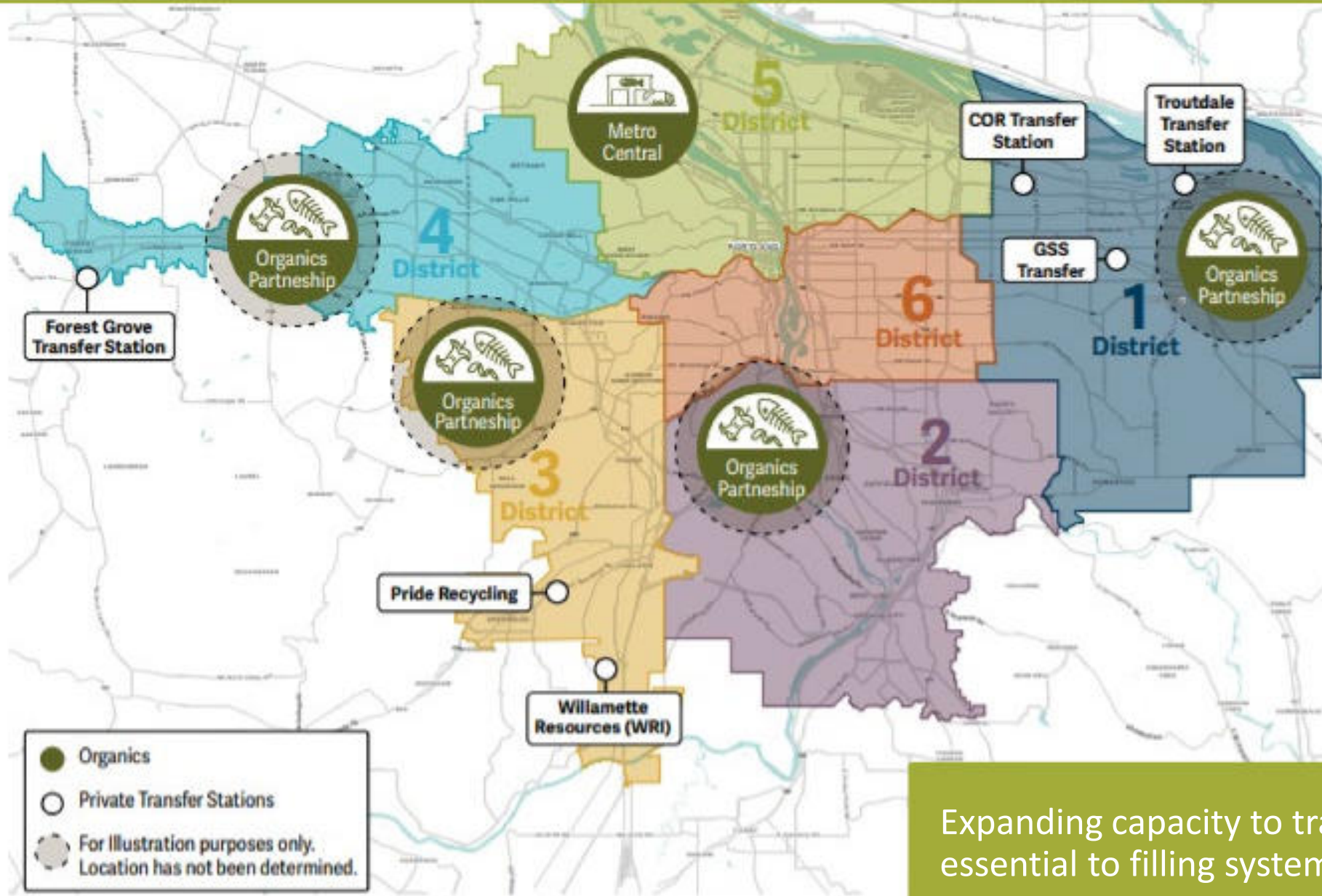
Organics

- Invest in Metro Central as a processing hub
- Partner with the private sector to increase access and capacity to transfer and process organics



Senator Merkley touring Metro Central in support of investment for new equipment to remove contaminants from food waste.

Organics



Expanding capacity to transfer and process organics is essential to filling system gaps.

Transfer Stations



Relocate commercial waste from M

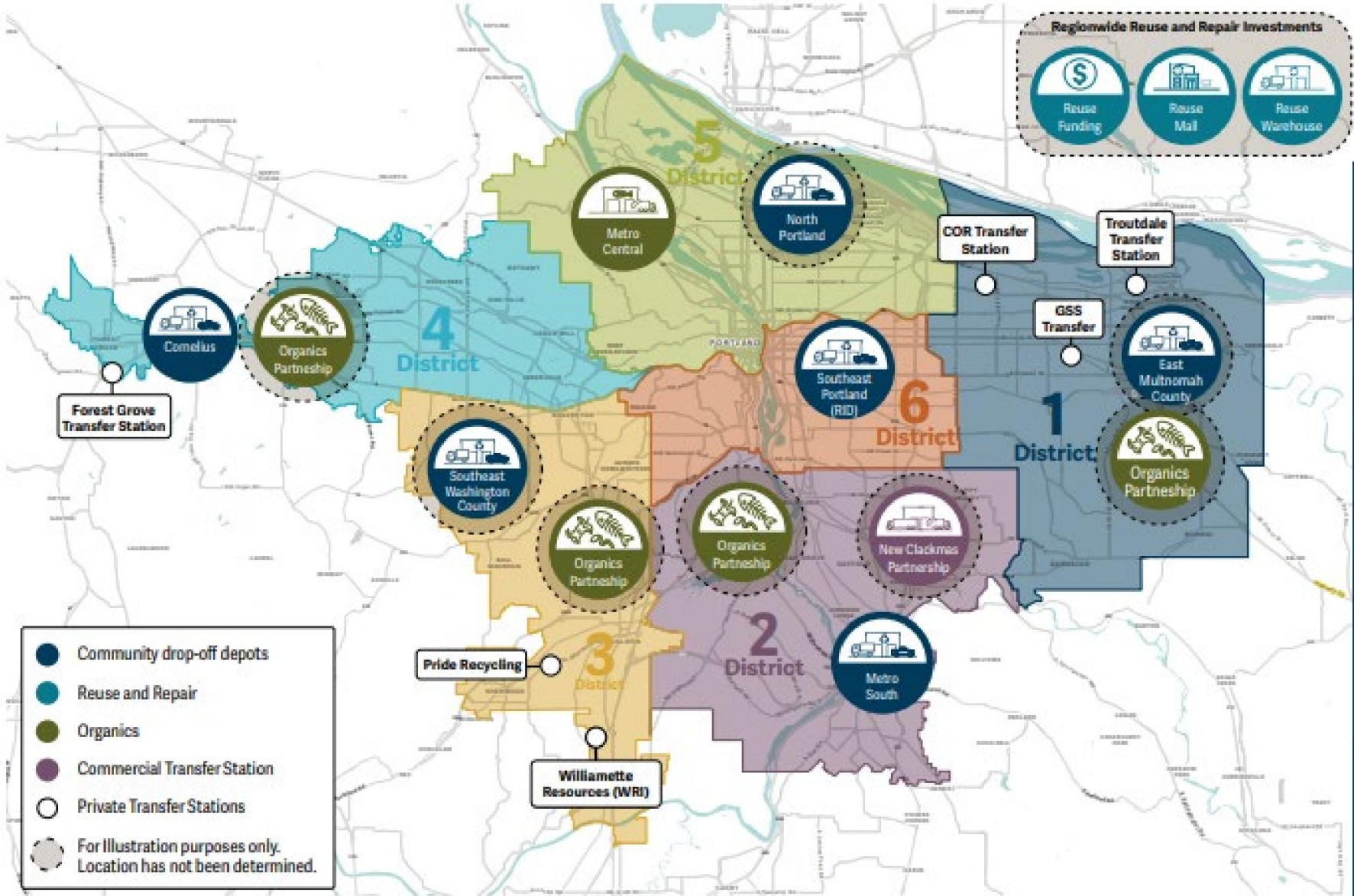


Supporting Policy Actions

Evaluate and assess:

- Impact of lowering or removing Metro tonnage guarantee, including evaluation of wet waste tonnage allocation program
- Options for private facility regulation to best serve the public interest

Draft plan - investment summary



Plan Benefits



Over 100,000 more tons of waste recovered per year



Up to 98% of people will live near a depot



Easier access for hard to recycle or dispose of items



Increased investment in public-private partnerships

Draft plan investment costs

	Capital Infrastructure projects	Estimated capital costs (in 2024 dollars)
Community drop-off depots	6 community drop-off depots	\$194 million
Reuse and repair	Reuse warehouse and mall	\$37 million
Organics	Metro Central organics hub	\$30 million
Commercial transfer stations	Clackamas public-private partnership	\$12 million
	Total	\$273 million

\$1.50 - \$2.00 estimated increase to average monthly single-family bill

Financing Approach

- Financed through revenue bonds
- \$1.50 - \$2.00 estimated average increase to monthly single-family garbage bill
- Fee setting guided by solid waste fee policy with input from Regional Waste Advisory Committee



What's Next: Draft Plan Review



- Public comment period Oct. 1 to Nov. 6
- Public comment summary and proposed revisions
- Final plan review and adoption

www.oregonmetro.gov/facilitiesdraftplan

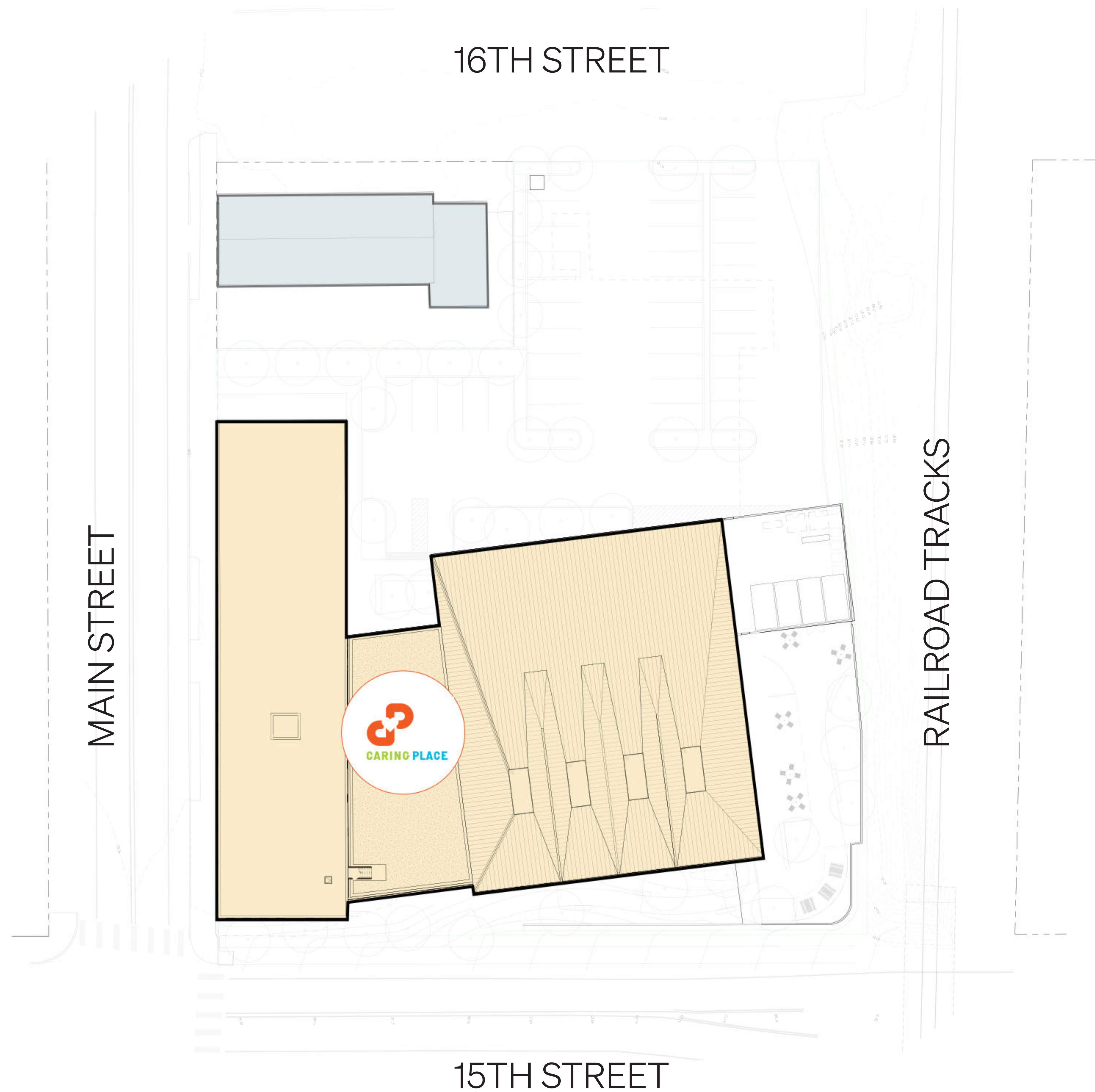
Questions

What questions do you have about the draft plan?

Is there specific input you would like us to share with Metro Council on the draft plan?

oregonmetro.gov







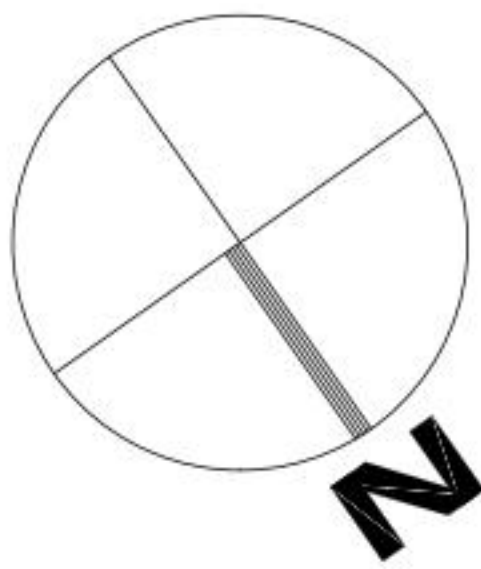








HOFFMAN LAYOUT & MODELING
8025 N.E. LOMBARD ST. PORTLAND, OR 97218
503-257-9015



OREGON CITY - HSCCC

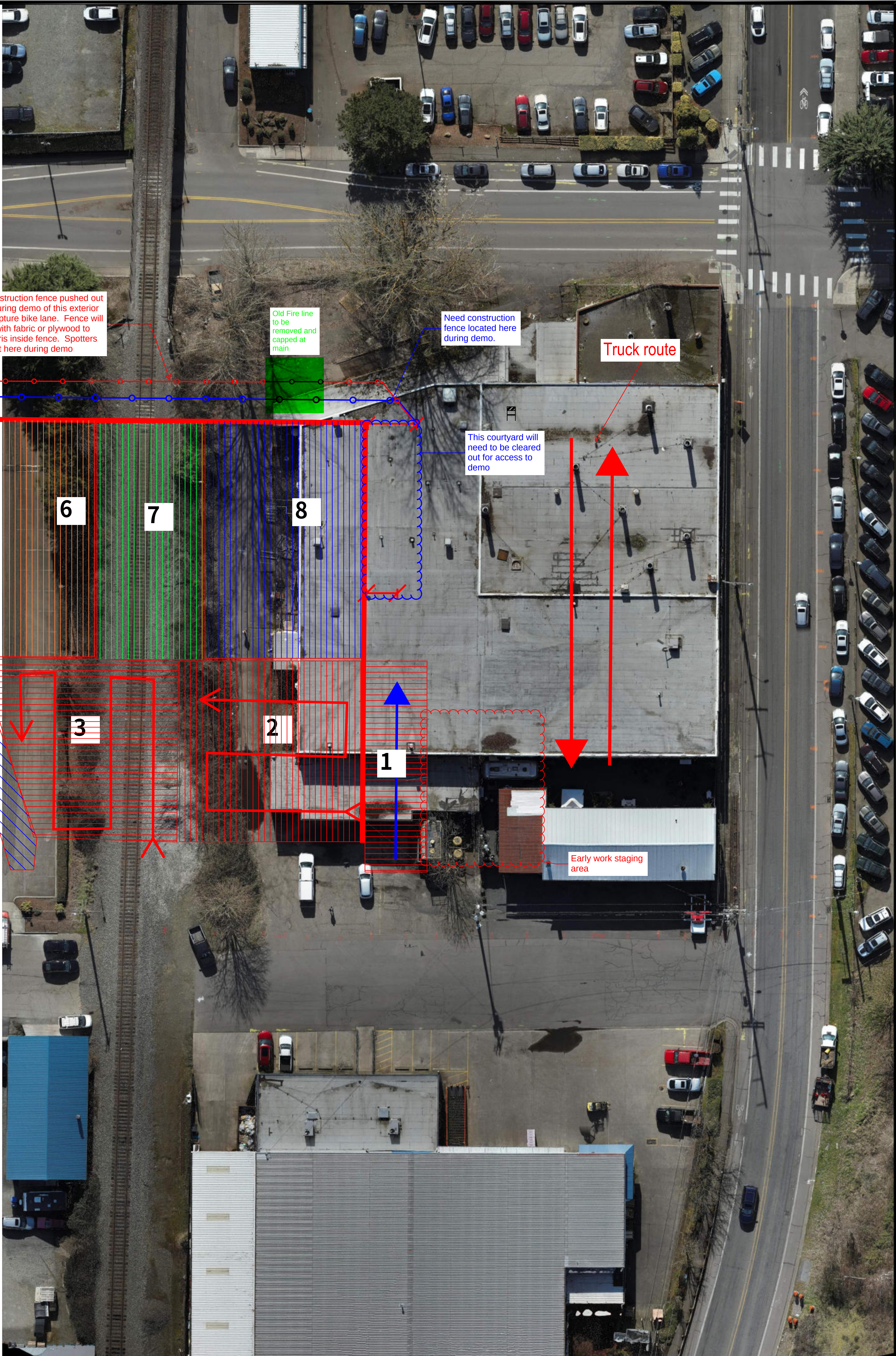
EXISTING CONDITIONS TOPOGRAPHIC SURVEY

DRAWING DATE: 04/06/2024
SURVEY DATE: 03/07/2024
DRAWN BY: KMS
CHECKED BY: ALF
SCALE: 1" = 20'
SIZE: 36" X 24"
REVISION: 01

TITLE:
OVERALL ORTHO IMAGE

SHEET: 1

OF: 5



- SURVEY NOTES:
1. INSTRUMENTS USED:
 - 1.1. LEICA RTC360 SCANNER
 - 1.2. TRIMBLE S6 3" TOTAL STATION
 - 1.3. DJI MATRICE 300RTK S/LAS
 - 1.3.1. ZENMUSE P1 OPTICAL
 - 1.3.2. ZENMUSE L1 LIDAR

You're Invited to a

COMMUNITY CONVERSATION

CRISIS RESPONSE

Tools, Techniques, Resources

Join us to learn about supporting unsheltered people

who are experiencing a crisis.

Learn what to do or not do and who to call for assistance.

Panel of Five Experts

- Stacy England – County Mobile Crisis
- Jamie Breunig – County Paramedic
- David Coen – Happy Valley Police
- Val Muggia – OC Police Behavioral Spec.
- Glen Suchanek – Behavioral Health Spec.

Table Group Discussions

Large Group Dialogue

Sponsor - Homeless Solutions Coalition of Clackamas County

When - Tuesday, November 19 6:30 – 8:30 PM

Where - Pioneer Community Center 615 5th St., Oregon City



For questions contact Sara Jacobs sara@hsgccc.org (503) 729-3468

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND RESIDING CITY
- Limit Comments to 3 MINUTES.
- Give to the Clerk in Chambers prior to the meeting.

Date of Meeting 11/6/24

Item Number From Agenda 4

NAME:

Betty Mumm

ADDRESS:

Street: _____

City, State, Zip: _____

PHONE NUMBER:

E-MAIL ADDRESS:

SIGNATURE:

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND RESIDING CITY
- Limit Comments to 3 MINUTES.
- Give to the Clerk in Chambers prior to the meeting.

Date of Meeting

11/06/24

Item Number From Agenda

4

NAME:

Andrew Worthington

ADDRESS:

Street:

17310 S. Bradley Rd

City, State, Zip:

Oregon City, OR, 97045

PHONE NUMBER:

(503) 544-0789

E-MAIL ADDRESS:

worthingtonconstructionllc@gmail.com

SIGNATURE:

[Signature]

referred to staff



CITY OF OREGON CITY

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

To: City Commission **Agenda Date:** November 6, 2024
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.a. - Intergovernmental Agreement between Tri-County Metropolitan Transportation District of Oregon (TriMet) and the City of Oregon City for Construction and Operation of a New Transit Center

STAFF RECOMMENDATION:

Authorize the City Manager to sign an intergovernmental agreement between Tri-County Metropolitan Transportation District of Oregon (TriMet) and the City of Oregon City for construction and operation of a new transit center.

EXECUTIVE SUMMARY:

This intergovernmental agreement includes obligations by TriMet to design, construct and permit all improvements with the Planning, Building, and Engineering departments of the City of Oregon City. All designs must meet the City of Oregon City Design Standards, Municipal Codes and State of Oregon Building Codes. Additionally, this agreement requires TriMet to obtain a Revocable Permanent Obstruction in the Right-of-Way permit, as the proposed transit center exists solely within right-of-way which lies under the jurisdiction of the City of Oregon City.

BACKGROUND:

In 1989, TriMet, the City and Clackamas County entered into an Intergovernmental Agreement ("1989 Agreement") allowing the construction of the Oregon City Transit Center ("Transit Center"), including a bus transfer and layover facility (located within City right-of-way between Moss Street and 11th Street in downtown Oregon City). The 1989 Agreement identified funding commitments for the cost of construction along with maintenance, operation and liability responsibilities for a period of "not less than fifty years."

In April 2022, the City provided a letter of support to Congressional representative Kurt Schrader supporting the rehabilitation and upgrades to the Transit Center (the "Project"). The Project would consist of design and construction of a new building and bus layover/bus stop location layout (to replace the existing 1989 Transit Center fully within City right-of-way). The improvements would also consist of expansion of bus layover capacity and upgraded operator facilities. The intent of the project is to increase transit service and provide TriMet employee services (to support workforce recruitment to maintain increased transit services). Improvements also include bus stop and shelter amenities to create a more welcoming environment to increase ridership. In 2023, TriMet received a Federal earmark in the amount of \$5 million as part of the 2023 federal budget. On June 26, 2023, the TriMet Board of Directors approved a Notice to Proceed to start the Project through the use of

federal funds.

On June 11, 2024, TriMet representatives presented the project to the Oregon City Commission. The purpose of the presentation was to introduce the project, show revisions to the bus layover/bus stop locations (that could affect the flow of traffic on Main Street) and to discuss next steps - which include an Intergovernmental Agreement.

This intergovernmental agreement includes obligations by TriMet to design, construct, and permit all improvements with the Planning, Building and Engineering divisions of the City of Oregon City. All designs must meet City of Oregon City Design Standards, Municipal Codes, and State of Oregon Building Codes.

This agreement requires TriMet to obtain a Revocable Permanent Obstruction in the Right-of-Way permit as the proposed transit center exists solely within right-of-way which lies under the jurisdiction of the City of Oregon City. This will return to the City Commission for approval at a later date.

A separate Intergovernmental Agreement will be presented to City Commission at a later date which will consider the maintenance obligations of TriMet with respect to the operations of the transit center.

OPTIONS:

1. Approve Intergovernmental Agreement between Tri-County Metropolitan Transportation District of Oregon (TriMet) and the City of Oregon City for Construction and Operation of a New Transit Center.
2. Approve Intergovernmental Agreement between Tri-County Metropolitan Transportation District of Oregon (TriMet) and the City of Oregon City for Construction and Operation of a New Transit Center with Amendments.
3. Deny Intergovernmental Agreement between Tri-County Metropolitan Transportation District of Oregon (TriMet) and the City of Oregon City for Construction and Operation of a New Transit Center and provide further direction.

BUDGET IMPACT:

Amount	\$0
Fiscal Year(s):	N/A
Funding Source(s):	N/A

**INTERGOVERNMENTAL AGREEMENT BETWEEN TRI-
COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF
OREGON (TRIMET) AND CITY OF OREGON CITY
FOR CONSTRUCTION AND OPERATION OF A NEW
TRANSIT CENTER**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) FOR CONSTRUCTION AND OPERATION OF A NEW TRANSIT CENTER is entered into between the TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON (“TriMet”) and the CITY OF OREGON CITY (“City”) (each hereinafter referred to individually as a “Party” and collectively as “the Parties”), effective on the last day executed by the Parties below.

RECITALS

1. TriMet was created by and operates under ORS Chapter 267 and owns and operates the public mass transit system serving the Portland, Oregon metropolitan region within Washington, Multnomah and Clackamas counties, including within the City of Oregon City.
2. The City is a municipal corporation organized under the laws of the State of Oregon.
3. TriMet and the City are authorized to enter into this Agreement pursuant to ORS 190.010.
4. In 1989, TriMet, the City and Clackamas County entered into an Intergovernmental Agreement (“1989 Agreement”) allowing for the construction of the Oregon City Transit Center (“Transit Center”), including a bus transfer and layover facility, located within City right-of-way between Moss Street and 11th Street in downtown Oregon City.
5. The 1989 Agreement identified funding commitments for the cost of construction along with maintenance, operation and liability responsibilities for a period of “not less than fifty years.”
6. For years, City and TriMet staff have acknowledged the need for increased transit service and transit center capacity as evidenced in multiple City, Clackamas County, Metro, and TriMet adopted transportation and transit plans.
7. Since at least 2020, TriMet and the City have been discussing and collaborating on replacement and redesign of the Transit Center that will allow the ability to increase transit service in Oregon City.
8. In April 2022, the City provided a letter of support to Congressman Kurt Schrader supporting the rehabilitation and upgrades to the Transit Center (the “Project”). The Project would consist of design and construction of a new building and bus layover/bus stop location layout to replace the existing 1989 Transit Center fully within City right-of-way. The improvements would also consist of expansion of bus layover capacity and upgraded operator facilities. The intent of the project is to increase transit service and provide TriMet employee services (to support workforce recruitment to maintain increased

transit services). Improvements also include bus stop and shelter amenities to create a more welcoming environment to increase ridership. A 60% design for the Project is attached as Exhibit “A” herein.

9. In 2023, TriMet received a Federal earmark in the amount of \$5 million as part of the 2023 federal budget.
10. On June 26, 2023, the TriMet Board of Directors approved a Notice to Proceed to initiate start of the Project through the use of federal funds.
11. On June 11, 2024, TriMet representatives presented the project to the Oregon City City Commission. The purpose of the presentation was to introduce the project, show revisions to the bus layover/bus stop locations which could affect the flow of traffic on Main Street, and to discuss next steps which includes an Intergovernmental Agreement.
12. When right-of-way is used for any purposes other than the movement of vehicles and people and includes construction of a new building and bus layover/bus stop locations, those improvements are subject to permit requirements as regulated by Oregon City Municipal Code (“OCMC”) 12.04.120 (Obstructions- Permit required).
13. Permit review of right-of-way improvements within the City of Oregon City is addressed by the Public Works Department.
14. Review of site and structure development on private property within the City of Oregon City is addressed by the Community Development Department.
15. Among other permits required, acceptance of structures within the right-of-way must be approved by City Commission according to Oregon City Municipal Code 12.04.120
16. TriMet and the City desire to work collaboratively on the Project.
17. The City is prepared to provide services and assign staff to the Project as necessary to oversee coordination and facilitation of the City’s various roles for the Project in order to meet Project schedule, and TriMet is prepared to compensate the City on the terms set forth herein, beginning November 1, 2024 and ending December 31, 2026.
18. The Parties expect that this Agreement and the Exhibits attached hereto may be modified over time, as the Project proceeds through final Design/Engineering, Construction and Close-Out to provide for specific City services during each of those phases.
19. Subject to modification as anticipated in Recital 18 above, the Parties enter into this Agreement to document each Party's understandings and agreements for construction and operation of the Project.

NOW, THEREFORE, the premises in general being as stated in the foregoing Recitals, the Parties hereby agree as follows:

AGREEMENT

ARTICLE I – TERM

This Agreement shall fully and completely replace the 1989 Agreement. This Agreement is effective upon the date last executed below until Substantial Completion of the Project, unless terminated or extended under the provisions of this Agreement.

Notwithstanding the foregoing, the following clauses shall survive any termination or expiration of this Agreement: Article II, Section T (Record Drawings); Article VI, Section A (Continuing Control); Article VII, Section B (Additional Agreements); Article VI, Section C (Liability); Article VI, Section G (Audit and Inspection of Records); and any other right or obligation of either Party which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement.

ARTICLE II – TRIMET OBLIGATIONS

- A. **Responsibility for the Project.** Except as otherwise provided herein, TriMet shall design, construct, operate, and pay all costs necessary for construction of the Project, in accordance with the Project's funding arrangements. In the execution of the design and construction, except as otherwise provided herein, TriMet shall provide for the public's health, safety, and welfare by providing the proper construction, reconstruction, and modifications to those existing public facilities located within the City's public right-of-way that are affected by the Project.
- B. **Construction Standards for the Project (Public).** TriMet shall design the Project to be consistent with the most recent version of City Standard Drawings and City Design Standards for all portions of the Project that will ultimately be owned and/or maintained by the City, as discussed in greater detail below.

Design and construction of Main Street adjacent to the Project shall be consistent with Transportation System Plan (TSP) project B3 and Main Street: 5th Street to 10th Street ODOT Project STP-5520(029), also known as “As-built 50116”.

Connection of the transit center to Highway 99E shall be per the standards and requirements of the Oregon Department of Transportation (ODOT). Permits from ODOT shall be required for this connection and TriMet shall obtain these required permits prior to construction.

- C. **Construction Standards for the Project (Private).** TriMet may employ any design and construction standards for Project amenities such as bus stops or internal signage as long as American Disabilities Act (ADA) and Manual on Uniform Traffic Control Devices (MUTCD) standards are followed.
- D. **Construction Standards for the Project (Structural).** TriMet shall use the most recent version of Oregon State Building Codes and OCMC 17.62.050, OCMC 17.62.055, and OCMC 17.62.085 for the design and construction of the new operator facility building.

E. **Project Construction Phase.** The City and TriMet agree that the starting point for the construction phase of the Project is the Detailed Design. The Detailed Design consists of Building Permits for all work of the building and the site area which are proposed to be maintained by TriMet and the Engineering Permits which include work within the 99E and Main Street right-of-way. Plans shall be submitted when they are complete. The City will not accept “percentage partially complete” plans for permitting.

F. **Development of Final Plans and Specifications.**

- TriMet shall work in close cooperation with the City during preparation of final engineered site improvement plans and shall submit plans and specifications for official City review at the 90% and 100% stages of design. The review at the 100% stage is intended only to verify completion of the revisions identified at the 90% stage.
- The City and TriMet shall cooperate and exercise good faith efforts to provide documents, review, and comment, and resolve comments on plans and specifications within a reasonable timeline.
- The Parties understand that City review shall not commence until all required documents are incorporated into the submittal. Depending on the department, submittal of documents for review may include plan set, application, review fee, and associated design documents such as stormwater reports, geotechnical reports, and traffic analysis. Each department may have checklists which may be used but are not required as part of a submittal. Upon submittal of all needed documents, the City will then provide a plan review. Each department separately will have up to 30 calendar days to complete a first review.

Depending upon size of plan set and amount of new data incorporated since last review, City will require additional review time up to 21 calendar days.

All plan reviews will be based on the standards and codes in place at the date of 1st submittal.

The Engineering Division of the Public Works Department will review public improvements, which will be owned and maintained by the City as well as connections to public improvements, which include but are not limited to improvements to Main Street, street connections to Main Street, and utility connections to Main Street. The Engineering Division will also review grading, drainage, stormwater improvements and traffic circulation. Street lighting along Main Street will also be reviewed. The Engineering Division will require a permit from ODOT for connections and improvements to Highway 99E/McLoughlin Blvd prior to releasing permit for construction of any improvements. Engineering improvements will follow City Code OCMC 13.04., 13.08., 13.12., 15.48., 16.12., and 17.47. City Standard drawings and design standards implement much of the City Code requirements. Required documents will comply with standards found within OCMC 17.50 as well as

any requirements within the Design Standards.

The Building Division of the Community Development Department will review all structural, plumbing, mechanical, and electrical improvements to the proposed building. Building improvements will follow State of Oregon Building Codes.

The Planning Division of the Community Development Department will review the dimensional standards, tree protection and preservation, as well as site planning and design review including but not limited to building façade, style, architecture, and roofline as well as all landscaping improvements. The Planning Division will also review onsite private lighting. Planning improvements will follow City Code OCMC 12.08., 17.34., 17.41., and 17.62.

- Approved Building Plans and Planning Approvals shall be valid for three years. Engineering Plans shall be valid for six months. If construction does not begin within six months, the Engineering Division will have the right to request revisions to the plan specifications and details to meet any revisions to the City's standard specifications (which are updated every six months). Overall engineering design approvals are valid for three years. If no work begins within three years, plans will need to be resubmitted, reapplied for, and will follow any new standards found within the OCMC or building codes as of the new date of application.
- The City will require primary inspection of all public improvements by a 3rd party engineer hired by TriMet. All costs will be borne by TriMet.

G. Property Owner/TriMet/City Three-Party Agreements. TriMet shall be the lead agency and have primary responsibility for developing three-party agreements between TriMet, the City and owners of private property, in the event necessary to design, construct and implement the Project. The Parties recognize that this will require a cooperative effort of both Parties; TriMet and the City agree to utilize their best efforts to this end.

H. Liability/Insurance Agreement. TriMet shall be the lead agency and have primary responsibility for developing any liability and/or insurance agreements necessary to design, construct and implement the Project. The Parties recognize that this may require a cooperative effort of both Parties; TriMet and the City agree to utilize their best efforts to this end.

I. Preliminary List of Anticipated Project Approvals. TriMet's Design and Construction Manager, or his/her designee, shall work with the City's Project Manager or his/her designee, to develop an agreed upon list of permits and approvals necessary for Project construction. The list may include but shall not be limited to, generally in this order:

- Site Encroachment Permit (OCMC 12.04.120(A) Permanent Obstruction in the Right-of-Way);
- Planning Approvals (Planning)
- Public Improvement Permits (Engineering);
- Building Permits (Building);

- Performance Bond/Guarantee;
- Attendance at Pre-Construction Meeting;
- Traffic Control Plans;
- Provisions for parking during construction;
- Provisions for bus relocations during construction;
- Maintenance Bond/Guarantee;
- Maintenance Agreement;
- Indemnification;
- Non-Remonstrance;
- Certificate of Occupancy;
- As-Builts

J. **Issuance of Permits.** TriMet will manage the process to obtain all necessary City permits for the Project, whether the permits are obtained by its consultants or construction contractors. Some permits from the City will be issued as an outcome of a design review, building permit, or other process. Costs will be paid as stated in Article IV.

K. **Permanent Obstruction.** TriMet shall apply for and receive a Permanent Obstruction within the Right of Way Permit as set forth in OCMC 12.04.120 and conclude the process by recording the Declaration of Covenant of Maintenance, Release, and Indemnity with Clackamas County prior to issuance of a Building Permit. The process includes application, fees (as listed on the Engineering Fee Schedule), a public hearing before the City Commission of Oregon City, execution of documents, and recording of documents.

L. **The Cost of Any Relocation of Utilities.** The City shall cause relocation of privately-owned utilities and shall utilize all its legal authority and power to cause relocation of utilities within the project area. The cost of all public utility relocation shall be borne by TriMet. However, if the City does not have the legal authority or power to cause such relocation, TriMet, without cost to the City, shall effect relocation of existing privately-owned utility facilities as necessary to conform utilities or facilities to the plans for the Project. The cost of relocating in-kind publicly owned utilities for purposes of the Project shall be at TriMet's expense.

M. **Inspection of Relocated Utilities.** TriMet shall allow the City to inspect any relocation of utility conduits, lines, poles, mains, pipes, and other facilities (including stray current mitigation measures) to determine whether they have been relocated or installed in accordance with all applicable codes, as well as the contract documents and any City/TriMet Agreement for the Project.

N. **Real Property Acquisition/Relocation Assistance.** If necessary, TriMet shall be solely responsible for the acquisition of real property or interests therein for the Project, including temporary construction and permanent easements for all TriMet, private, and City facilities outside of City right-of-way including any property that will eventually be dedicated to the City as right-of-way. Property that will eventually become City right-of-way will be acquired in the name of TriMet and then transferred to the City using forms, terms and conditions that are subject to review and approval by the City Attorney. Property acquired for the Project

and transferred to the City will be subject to certain federal rules, which shall be described in the transfer document. TriMet shall be responsible for providing any relocation assistance required for the Project, and such relocation assistance shall be pursuant to the Uniform Relocation Assistance and Real Property Acquisition Policies Act (the “Uniform Act”), and other applicable federal, state, and local laws.

- O. **Project Coordination.** TriMet’s Project Director, or their designee, and the City Project Manager shall work together for the success of the project. If an impasse should occur, the Project Managers should follow the process in Section R.

In addition, TriMet shall provide the following support services:

- Coordinate with City’s Project Manager regarding work activities as they impact adjacent properties and businesses.
 - Designate an inspector for the site to provide primary inspections to public improvements including but not limited to items listed in section E.
- P. **Contractor Selection, Oversight, Payment.** TriMet will prepare procurement and contract documents, make the contractor selection, manage and enforce provisions of the project’s contracts, and make payments to the contractor(s). TriMet shall secure in all construction service contracts (for the Project) that the contractor shall (1) name the City as an additional insured on the contractor’s insurance on the same terms the contractor agrees to name TriMet as an additional insured; and (2) indemnify the City, its officers, employees and agents on the same terms the contractor agrees to indemnify TriMet. TriMet shall furnish the City with evidence of said insurance. TriMet shall provide the City Project Manager with the opportunity to review and comment on key Project procurement and contract documents prior to issuance by TriMet.
- Q. **Community Relations.** TriMet shall perform all community relations functions, including but not limited to widespread publication of traffic impacts, detours, alternative bus stops and delayed / alternative scheduling and keep the City Project Manager apprised of all of these efforts. The City will assist in this effort by posting TriMet communications on City related social media accounts.
- R. **Issue Resolution.** It is understood by both Parties that a project of this size and complexity may raise issues requiring speedy resolution. In the event of any issues or disputes between the City and TriMet, it is understood by both Parties that the dispute shall be referred for resolution as follows:
- Refer the dispute to the City Project Manager and TriMet’s Design and Construction Manager, who shall make a good faith effort to resolve the dispute;
 - If unresolved, refer the dispute to the City Engineer and to TriMet’s Project Director;
 - If unresolved, refer the dispute to the Public Works Director and TriMet’s Executive Director of Engineering and Construction;
 - If unresolved, refer the dispute to the City Manager and TriMet’s General Manager,

for resolution.

- Any dispute that is not resolved in accordance with the above-referenced process shall be submitted for mediated negotiation, prior to any party commencing litigation. In such an event, the Parties to this agreement agree to participate in good faith in a non-binding mediation process. The mediation shall take place in Oregon City, Oregon. The mediator shall be selected by mutual agreement of the Parties. In the absence of such agreement, each Party shall select a temporary mediator and those mediators shall jointly select the permanent mediator. The mediator's fees and costs shall be borne equally by the Parties. In the event mediation is unsuccessful, the Parties are free to pursue any legal remedies that may be available.

S. Changes to the Work.

- Because of the complexity of the work involved in the Project and the restricted amount of time available for the City's review of the plans and specifications, the City and TriMet recognize and acknowledge that there may be changes required to the plans and specifications during construction.
- TriMet and the City agree to make timely responses as appropriate and required to keep the work progressing.
- Changes directed by the City. Subject to the terms of this Agreement, TriMet acknowledges that the City, as manager of the right-of-way and permitting authority, can order changes to the work being performed in the public right-of-way in accordance with the OCMC and adopted City Standards and within the general scope and limits of the Project's street, sewer, and water improvements. In the event that TriMet disagrees with the City's change directive, the issue will be resolved through the Issue Resolution process described above.
- Changes proposed by TriMet. All changes proposed by TriMet, or others, which would impact work authorized by the Construction Permit or this Agreement will be submitted to the City Project Manager for review and approval.
- TriMet will handle any claims by the contractor for change orders and will not look to the City for reimbursement or compensation for any such changes except when those changes are agreed to by the City.

T. Services to be Provided by TriMet. In coordination with the City as set forth in this Agreement, TriMet shall provide all services required to design and construct the Project in accordance with Federal Transit Administration (FTA) requirements.

U. Record Drawings. TriMet shall produce record drawings and distribute copies thereof to the City within 90 days after completion of the Project.

ARTICLE III – CITY OBLIGATIONS

- A. **Project Design Standard.** The City and TriMet agree that the starting point for the construction phase of the Project is the Detailed Design. The Detailed Design consists of Building Permits for all work of the building and the site area which are proposed to be maintained by TriMet and the Engineering Permits which include work within the 99E and Main Street right-of-way. Plans shall be submitted when they are complete. The City will not accept “percentage partially complete” plans for permitting.
- B. **Maintaining Project Schedule.** The City agrees to use its best efforts to assist TriMet in maintaining the Project schedule. To this end, City staff shall review plans in the timelines provided in Article II, Section F. The City will not be obligated to shorten timelines in the event TriMet or its contracted staff or consultants do not provide plans or requests in a timely manner.
- C. **Relocations in Right-of-Way.**
1. The City shall allow TriMet participation in review of utility relocation plans submitted by public and private utilities for the alignment area.
 2. The City shall allow TriMet engineers or inspectors or consulting engineers to inspect any relocation of utility conduits, lines, poles, mains, pipes, and other facilities in order to determine whether they have been relocated in accordance with the plans of the Project.
 3. At TriMet’s expense unless otherwise apportioned in this Agreement, the City shall allow for TriMet or its contractor to relocate, cause to be relocated, or assist in the relocation of all City-owned conduits, lines, poles, mains, pipes, and other facilities, whether located within the public right-of- way or not, as required by the Project. The Project plans and specifications shall include all relocations necessary to conform facilities to the Project.
 4. The City shall cause the owners of privately-owned utility conduits, lines, poles, mains, pipes, and other facilities in or on City rights-of-way and/or property to relocate their facilities at the expense of said privately-owned utility as necessary to conform to the Project, to the extent the City has the power to do so. The City shall exercise best efforts to cause this relocation work to be accomplished in accordance with the Project schedule.
- D. **Permits and Approvals.**
1. The City Project Manager, or designee, shall assist TriMet in developing a list of the permits or approvals necessary to complete the Project construction and installation, and provide other technical planning assistance as discussed in Article II, Section I.

2. The City will not release permits for construction until all related departments, divisions, or agencies have provided approvals.
- E. **Issuance of Construction Permits - Engineering.** For work in the City right-of-way, following the City Project Manager's approval of the final plans for the Project and prior to construction, the City Engineer shall issue all Construction Permits necessary for the Project.
 - F. **Issuance of Construction Permits - Planning.** For work on the architecture of the building structure, onsite lighting, and the landscape plan, following the Planning Manager's approval of the final plans for the Project and prior to construction, the Planning Manager shall review and sign-off on all Construction Permits necessary for landscaping and structures.
 - G. **Issuance of Construction Permits - Building.** For work on the building structure, following the Building Official's approval of the final plans for the Project and prior to construction, the Building Division staff shall issue all Construction Permits necessary for the Project.
 - H. **Issuance of Construction Permits - ODOT.** The City's Project Manager shall not release permits for the public improvements until such time an ODOT permit is received. It is the responsibility of TriMet to seek a permit from ODOT and provide that permit to the City.
 - I. **Issuance of Construction Permits - Other.** Additional permits such as a 1200-C, Department of Environmental Quality (DEQ) Sanitary Permit, Environmental Permits, Erosion Control Permits, noise exemptions, road closures, and permanent obstructions may all be needed at some time during the process of permitting or construction. The City will direct TriMet to follow standard processes, when appropriate, in the event any of these permits are needed.
 - J. **Coordination with Other City Projects.** The Parties recognize that during the Project, the City may expect or intend to undertake other projects within or near this Project's contract limits. Projects include 10th St/Singer Hill/11th St Quiet Zone Project, Road resurfacing of Main Street and 6th Street, and Main Street Connective Corridor (10th to 15th) Project.
 - K. **Construction Management.** As part of the scope of work under this Agreement, the City and TriMet will be providing construction management services. Prior to the start of construction, the Parties will negotiate in good faith any necessary modifications to provide specificity to this Agreement. In general, TriMet will hire a 3rd party consultant or use their own professional engineer for primary inspection at their cost. The City will provide secondary inspection at a cost set in the City's Engineering Fee Schedule.
 - L. **City Cooperation and Best Efforts.** Recognizing the need for a cooperative effort of both Parties, the City will utilize best efforts to cooperate with TriMet in its development of the Documents and Agreements referenced in Article II, paragraphs B, C, and D, above.

ARTICLE IV – COMPENSATION FOR CITY SERVICE

- A. **Compensation.** The City’s compensation for services provided under this Agreement shall follow the Engineering Fee Schedule, Planning Fee Schedule, and Building Fee Schedule which is adopted at the time of each submittal.

All payments are required at time of permit submittal or as requested during the process of development and construction.

- B. **Payment for Permits.** Payment shall be in the form of check when invoices exceed \$500.00. Any invoices for payments less than \$500.00 may be paid by credit card. If payments are desired by credit card, for amounts over \$500.00, TriMet will need to pay online and incur credit card fees.
- C. **Additional Services.** If any services are requested beyond permitting which are not covered by the issued permits, the City and TriMet may enter into a separate written agreement which may be agreed upon in writing by signature by the City and TriMet project managers. Those additional services may not proceed until a written and signed agreement is in place.

ARTICLE V - PROJECT POLICY AND MANAGEMENT

- A. **Management.** TriMet designates _____ as its Project Manager and the City designates _____ as its Project Manager (collectively, “Managers”). The Managers shall be responsible for coordinating all aspects of their respective work scopes for the Project and all the respective employees, consultants and contractors assigned to the Project. The Managers shall ensure that the Project and tasks related thereto are completed expeditiously and economically, shall be the contact persons through whom TriMet and the City officially communicate, and shall have the authority to make decisions and resolve disputes relating to the Project. If a disagreement or dispute occurs between the Managers, it shall be resolved in accordance with Article II, paragraph R- Issue Resolution. All routine correspondence and communication regarding this Agreement shall be between the Project Managers. In the event either party needs to change Project Managers within the duration of the project, the party shall be notified in writing.
- B. **Decision-Making.** Whenever either Party’s decision, determination, approval or consent (each a “decision”) is required on the subject matter in this Agreement, the Party will promptly exercise judgment and grant or deny the matter for which a decision was requested in a reasonable time and reasonable manner. Any consent or approval granted by a Party shall not constitute a waiver of the requirement for consent or approval in subsequent cases. No change in the rights of the Parties or the term of this Agreement shall be required as a condition to granting of approval or consent. Any approval required under this Agreement shall not be unreasonably withheld, delayed, or conditioned.

ARTICLE VI – GENERAL PROVISIONS

- A. **Continuing Control.** TriMet cannot construct or implement the Project without the use of

City right-of-way subject to a City-issued Permanent Obstruction Permit. The City will allow TriMet to use City right-of-way and property for the Project without being compensated for such use. To satisfy the continuing control requirements of the Federal Transit Administration (FTA), as set forth in 49 U.S.C. § 5307(c)(1)(B), the Parties agree that upon completion of construction, ownership and maintenance of right of way of Main Street and roadway improvement required for the Project, including travel lanes, sidewalks, traffic and pedestrian signals, and stormwater improvements, will be transferred to the City. TriMet will own and maintain Transit Center infrastructure, including the operator facility, bus stations, shelters, benches, fare collection equipment, and signage. Upon issuance of the City-issued Permanent Obstruction Permit, the City will allow the Project as a permitted use within City right of way for the life of the Project, and TriMet will operate and maintain the Project in accordance with applicable federal law.

B. Additional Agreements. Both Parties agree to enter into additional agreements (in good faith) as needed for the Project, including:

- Completion of Performance Bond/Guarantee prior to issuance of permits for construction.
- Completion of As-Built drawings within 90 days of completion of the Project.
- Issuance of Maintenance Bond for all public improvements prior to Certificate of Occupancy.
- Maintenance Agreement – Prior to Final Occupancy of the Project, the Parties will enter into a Maintenance Agreement that will detail each Party's obligations with respect to maintenance of the facilities constructed or improved by the Project.

C. Liability. Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, City agrees to indemnify, hold harmless and defend TriMet, its officers, employees and agents from and against all claims, suits, actions, or whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorneys fees, resulting from or arising out of the acts of City, its officers, employees or agents under this Agreement. Subject to the limitation of the Oregon Tort Claims Act and the Oregon Constitution, TriMet agrees to indemnify, hold harmless and defend City, its officers, employees and agents from and against all claims, suits, actions, of whatsoever nature, damages or losses, and all expenses and costs incidental to the investigation and defense thereof including reasonable attorney fees, resulting from or arising out of the acts of TriMet, its officers, employees or agents under this Agreement. The City and TriMet indemnification obligations under this paragraph shall survive termination of this Agreement.

D. Equal Employment Opportunity. In connection with the execution of this Agreement, neither the City nor TriMet shall discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or natural origin. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; raise or pay or other forms of compensation; and selection for training, including apprenticeship.

- E. **Termination for Convenience.** The City or TriMet may terminate this Agreement in whole, or in part, at any time by written notice to the other Party. In the event of such termination, TriMet shall pay the City's costs, including any costs necessarily incurred by the City in terminating its work or the work of others under contract to City. The City shall promptly submit its termination claim to be paid by TriMet.
- F. **Notice.** Formal notices required, or permitted, under this Agreement shall be deemed sufficiently given by one Party when received by the other Party after being sent postage prepaid by United States Postal Service certified or registered mail or by overnight courier addressed as follows:

If to TriMet: _____, Project Manager
TriMet
1800 SW First Avenue, Suite 300
Portland, OR 97201

with a copy to: General Counsel
TriMet
1800 SW First Avenue, Suite 300
Portland, OR 97201

If to City: _____, Project Manager
City of Oregon City
625 Center Street
Oregon City, OR 97045

Either Party may change its address by notice given to the other.

- G. **Audit and Inspection of Records.** The Parties acknowledge and agree that each Party, the federal government, and their duly authorized representatives shall have access to each Party's books, documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of three (3) years after final payment. Copies of applicable records shall be made available upon request. The cost of such inspection shall be borne by the inspecting Party.
- H. **Documents.** All records, reports, data, documents, systems, and concepts, whether in the form of writings, figures, graphs, or models that are prepared or developed in connection with this Project shall become public property. All design drawings and documents prepared by the City under this Agreement shall be property of TriMet.
- I. **Successors; No Assignment.** The benefits conferred by this Agreement, and the obligations assumed hereunder, shall inure to the benefit of and bind the successors of the Parties. The rights and obligations of each Party under this Agreement may not be assigned in whole or in part without the prior written consent of the other Party.
- J. **Choice of Law; Jurisdiction and Venue.** This Agreement shall be governed by and

construed in accordance with the laws of the State of Oregon. Jurisdiction and venue for any litigation between the City and TriMet arising under this Agreement or out of work performed pursuant to this Agreement shall be in the Clackamas County Circuit Court or the United States District Court for the District of Oregon, located in Portland, Oregon.

- K. **Waivers.** No waiver by either party of any provision of this Agreement shall be of any force or effect unless in writing. Except as otherwise provided herein, no waiver made by a Party with respect to the performance, or manner or time thereof, or obligation of the other Party or any condition inuring to its benefit under this Agreement shall be considered a waiver of any other rights of the Party making the waiver or a waiver by the other Party not joining in such waiver, and no such waiver shall be construed to be a continuing waiver.
- L. **No Third-Party Beneficiaries.** The Parties intend that the rights, obligations, and covenants in this Agreement shall be exclusively enforceable by the Parties. There are no third-party beneficiaries to this Agreement, either express or implied.
- M. **Severability/Survivability.** If any clause, sentence, or portion of the terms and conditions of this Agreement becomes illegal, null, or void for any reason, the remaining portions will remain in full force and effect to the fullest extent permitted by law. All provisions concerning indemnity and continuing control survive the termination of this Agreement for any cause.
- N. **Interpretation of Agreement.** Any titles of the sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of its provisions. This Agreement shall not be construed for or against any Party by reason of the authorship or alleged authorship of any provision.
- O. **Integration, Modification, and Administrative Changes.** This Agreement includes the entire agreement between the Parties on the subject matter contained in this Agreement and supersedes all prior or contemporaneous written or oral understandings, representations, or communications of every kind. No course of dealing between the Parties and no usage of trade will be relevant to supplement any term used in this Agreement. This Agreement may only be modified in writing that has been signed by individuals authorized to bind each of the Parties contractually. The Parties shall not make changes to this Agreement through the issuance of permits, approvals, or other administrative requirements or processes.
- P. **Compliance with Law.** The Parties recognize that funds provided by the FTA will be used to pay for a portion of the Project. Each Party agrees to comply with all local, state, and federal laws and regulations and fully understands and agrees to comply with all applicable requirements governing the work of FTA and contractors.
- Q. **Federal Funding Limitation.** To the extent applicable to each of the Parties, this Agreement is subject to all federal provisions prescribed for third-party contracts by the federal grant agreement including but not limited to FTA's Buy America requirements (49 USC §5323(j)(i)).

R. **Public Contracting Requirements.** To the extent applicable, the provisions of ORS Chapters 279A, 279B, and 279C are incorporated by this reference as though fully set forth.

S. **No Partnership; No Participation.** Each of the Parties hereto shall be deemed an independent contractor for the purposes of this Agreement. No representative, agent, employee or contractor of one Party shall be deemed to be a representative, agent, employee or contractor of the other Party for any purpose, except to the extent specifically provided herein. Nothing herein is intended, nor shall it be construed, to create between the Parties any relationship of principal and agent, partnership, joint venture or any similar relationship, and each Party hereby specifically disclaims any such relationship. No Party or its employees is entitled to participate in a pension plan, insurance, bonus, or similar benefits provided by any other Party.

T. **Amendments to this Agreement.** This Agreement embodies the full agreement between the Parties regarding the subject matters set forth herein, unless amended by the Parties in writing.

U. **Authority.** Each party represents that it has the authority to enter into this Agreement on its behalf and the individual signatory for each Party represents that he or she is authorized by that Party to execute and deliver this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date last written below.

**TRI-COUNTYMETROPOLITAN
TRANSPORTATION DISTRICT OF
OREGON**

By: _____

Executive Director

Date: _____

CITY OF OREGON CITY

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS FORM

By _____

Deputy General Counsel

Date _____

APPROVED AS FORM

By _____

Oregon City – City Attorney

Date _____

 TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

OREGON CITY TRANSIT CENTER TC IMPROVEMENTS

TRI  MET

CONTRACT No. RC230177ZC
60% DESIGN

AUGUST 2024

PREPARED BY: TRIMET
ENGINEERING AND
CONSTRUCTION DIVISION

60% DESIGN

JENNA HORI

08/29/2024

C:\p\w\work\dea22\dms4\1646\G2048_04-001.dwg Aug. 27, 2024 - 11:49 AM daniel bernier
Plot Date 8/29/2024 10:10 AM daniel bernier

OREGON CITY TRANSIT CENTER					
SHEETS		FILE NAME	SHEET DESCRIPTION		
GENERAL			COVER SHEET		
GENERAL		G2048.04-001	INDEX OF SHEETS		
GENERAL		G2048.04-002	LOCATION MAP AND VICINITY MAP		
GENERAL		G2048.04-003	ABBREVIATIONS		
GENERAL		G2048.04-004	LEGEND		
GENERAL		G2048.04-005	SURVEY CONTROL		
EROSION CONTROL		C2048.04-100	EROSION CONTROL PLAN		
EROSION CONTROL		C2048.04-101	EROSION CONTROL DETAILS		
DEMOLITION		C2048.04-200	EXISTING CONDITIONS AND DEMOLITION PLAN		
CIVIL		C2048.04-300	ALIGNMENT DATA TABLES		
CIVIL		C2048.04-301	ALIGNMENT PLAN		
CIVIL		C2048.04-302	ALIGNMENT PROFILES		
CIVIL		C2048.04-303	ALIGNMENT PROFILES		
CIVIL		C2048.04-400	TYPICAL SECTIONS		
CIVIL		C2048.04-401	TYPICAL SECTIONS		
CIVIL		C2048.04-402	TYPICAL SECTIONS		
CIVIL		C2048.04-403	TYPICAL SECTIONS		
CIVIL		C2048.04-500	SITE PLAN		
CIVIL		C2048.04-600	GRADING PLAN		
CIVIL		C2048.04-700	CURB RAMP DETAILS		
CIVIL		C2048.04-701	CURB RAMP DETAILS		
CIVIL		C2048.04-702	CURB RAMP DETAILS		
CIVIL		C2048.04-703	CURB RAMP DETAILS		
CIVIL		C2048.04-704	CURB RAMP DETAILS		
CIVIL		C2048.04-705	CURB RAMP DETAILS		
CIVIL		C2048.04-800	CIVIL DETAILS		
CIVIL		C2048.04-801	CIVIL DETAILS		
CIVIL		C2048.04-802	CIVIL DETAILS		
CIVIL		C2048.04-803	CIVIL DETAILS		
CIVIL		C2048.04-900	PCC PAVEMENT JOINTING PLAN		
TRAFFIC		T2048.04-200	LIGHTING PLAN LEGEND		
TRAFFIC		T2048.04-201	SITE LIGHTING PLAN		
TRAFFIC		T2048.04-202	LIGHTING PLAN DETAILS		
TRAFFIC		T2048.04-300	SIGNING AND STRIPING PLAN LEGEND		
TRAFFIC		T2048.04-301	SIGNING AND STRIPING PLAN		
TRAFFIC		T2048.04-302	SIGNING AND STRIPING DETAILS		
SIGNAGE		SG2048.04-100	SIGN FAMILY		
SIGNAGE		SG2048.04-200	SITE SIGN LOCATION PLAN		
SIGNAGE		SG2048.04-300	OLF BUILDING SIGN LOCATION PLAN		
LANDSCAPE		L2048.04-100	HARDSCAPE PLAN AND NOTES		
LANDSCAPE		L2048.04-110	HARDSCAPE DETAILS		
LANDSCAPE		L2048.04-200	IRRIGATION NOTES AND SCHEDULES		
LANDSCAPE		L2048.04-201	IRRIGATION PLAN		
LANDSCAPE		L2048.04-210	IRRIGATION DETAILS		
LANDSCAPE		L2048.04-211	IRRIGATION DETAILS		
LANDSCAPE		L2048.04-300	PLANTING PLAN		
LANDSCAPE		L2048.04-310	PLANTING DETAILS		
UTILITIES		U2048.04-100	COMPOSITE UTILITY PLAN		
UTILITIES		U2048.06-101	COMPOSITE UTILITIES DATA TABLE		

SHEETS	FILE NAME	SHEET DESCRIPTION
DRAINAGE	U2048.04-200	DRAINAGE PLAN
DRAINAGE	U2048.04-201	DRAINAGE DETAILS
WATER	U2048.04-300	WATER AND SANITARY SEWER PLAN
ELECTRICAL	J2048.04-100	SITE PLAN - DEMOLITION
ELECTRICAL	J2048.04-110	SITE PLAN - NEW
ARCHITECTURAL	A2048.04-001	GENERAL NOTES
ARCHITECTURAL	A2048.04-002	CODE SUMMARY
ARCHITECTURAL	A2048.04-110	FLOOR PLAN
ARCHITECTURAL	A2048.04-111	ATTIC PLAN
ARCHITECTURAL	A2048.04-120	ROOF PLAN
ARCHITECTURAL	A2048.04-130	REFLECTED CEILING PLAN
ARCHITECTURAL	A2048.04-200	EXTERIOR ELEVATIONS
ARCHITECTURAL	A2048.04-201	EXTERIOR ELEVATIONS
ARCHITECTURAL	A2048.04-202	EXTERIOR ELEVATIONS
ARCHITECTURAL	A2048.04-300	BUILDING SECTIONS
ARCHITECTURAL	A2048.04-301	BUILDING SECTIONS
ARCHITECTURAL	A2048.04-400	WALL SECTIONS
ARCHITECTURAL	A2048.04-500	INTERIOR ELEVATIONS
ARCHITECTURAL	A2048.04-600	DETAILS
ARCHITECTURAL	A2048.04-700	SCHEDULES
STRUCTURAL	S2048.04-001	GENERAL NOTES
STRUCTURAL	S2048.04-002	GENERAL NOTES CONTINUED
STRUCTURAL	S2048.04-003	GENERAL NOTES CONTINUED
STRUCTURAL	S2048.04-004	GENERAL NOTES CONTINUED
STRUCTURAL	S2048.04-005	SPECIAL INSPECTIONS AND TESTING
STRUCTURAL	S2048.04-006	SPECIAL INSPECTIONS AND TESTING CONTINUED
STRUCTURAL	S2048.04-007	SPECIAL INSPECTIONS AND TESTING CONTINUED
STRUCTURAL	S2048.04-100	FOUNDATION PLAN
STRUCTURAL	S2048.04-111	CEILING & CANOPY FRAMING PLAN
STRUCTURAL	S2048.04-120	ROOF FRAMING PLAN
STRUCTURAL	S2048.04-200	EXTERIOR ELEVATIONS
STRUCTURAL	S2048.04-201	EXTERIOR ELEVATIONS
STRUCTURAL	S2048.04-300	BUILDING SECTIONS
STRUCTURAL	S2048.04-400	FOUNDATION DETAILS
STRUCTURAL	S2048.04-401	FRAMING DETAILS
STRUCTURAL	S2048.04-500	ROOF/FLOOR FRAMING DETAILS
STRUCTURAL	S2048.04-501	ROOF/FLOOR FRAMING DETAILS
STRUCTURAL	S2048.04-502	ROOF/FLOOR FRAMING DETAILS
STRUCTURAL	S2048.04-503	ROOF/FLOOR FRAMING DETAILS
MECHANICAL	M2048.04-001	MECHANICAL ABBREVIATIONS, LEGEND, AND SYMBOLS
MECHANICAL	M2048.04-002	MECHANICAL SCHEDULES
MECHANICAL	M2048.04-101	MECHANICAL FLOOR PLAN
MECHANICAL	M2048.04-102	MECHANICAL ATTIC PLAN
MECHANICAL	M2048.04-103	MECHANICAL ROOF PLAN
PLUMBING	P2048.04-001	PLUMBING ABBREVIATIONS, LEGEND, AND SYMBOLS
PLUMBING	P2048.04-002	PLUMBING SCHEDULES
PLUMBING	P2048.04-003	PLUMBING SCHEDULES
PLUMBING	P2048.04-101	PLUMBING FLOOR PLAN DOMESTIC SUPPLY
PLUMBING	P2048.04-102	PLUMBING FLOOR PLAN WASTE AND VENT
PLUMBING	P2048.04-401	PLUMBING DETAILS

SHEETS	FILE NAME	SHEET DESCRIPTION
ELECTRICAL	E2048.04-001	ABBREVIATIONS & SYMBOL LEGEND
ELECTRICAL	E2048.04-002	ONE-LINE DIAGRAM AND CONDUIT & CONDUCTER SCHEDULE
ELECTRICAL	E2048.04-210	OLF LIGHTING PLAN
ELECTRICAL	E2048.04-220	OLF POWER AND RECEPTACLE PLAN
ELECTRICAL	E2048.04-230	OLF LOW-VOLTAGE AND SECURITY PLAN
ELECTRICAL	E2048.04-231	OLF ATTIC AND ROOF PLAN
ELECTRICAL	E2048.04-401	LUMINAIRE SCHEDULES
ELECTRICAL	E2048.06-402	MECHANICAL EQUIPMENT CONNECTION SCHEDULE
ELECTRICAL	E2048.06-403	PANEL SCHEDULES
ELECTRICAL	E2048.06-501	DETAILS

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ABBREVIATIONS									
ABUT	ABUTMENT	EB	EASTBOUND	LVC	LENGTH OF VERTICAL CURVATURE	RAD	RADIUS, RADIAN	USGS	UNITED STATES GEOLOGICAL SURVEY
AC	ASPHALT CONCRETE, AUTOMATIC CONTROLLER	EF	EXHAUST FAN			RBT	ROCKY BUTTE	UT	ULTRASONIC TESTING
ACP	ASPHALT CONCRETE PAVEMENT	EJ	EXPANSION JOINT			RCP	REINFORCED CONCRETE PIPE	U'XING	UNDER CROSSING
AD	AREA DRAIN	EL,ELEV	ELEVATION			RD	ROAD		
ADA	AMERICANS WITH DISABILITIES ACT	ELEC/ELECT	ELECTRICAL			RE	RUNNING EDGE OF RAIL	V	DESIGN SPEED, VOLT
AFO	AUDIO FREQUENCY OVERLAY	EOP	END OF PLATFORM			RECEP	RECEPTACLE	VA	VOLT-AMPERE
AL	ALIGN	EP	ELEVATION END VERTICAL CURVE, END/ENDING POINT			REF	REINFORCE, REFERENCE	VAC	VOLT ALTERNATING CURRENT
ALT	ALTERNATE					REINF	REINFORCE	VC	VERTICAL CURVE
ALUM	ALUMINUM	EQ	EQUILATERAL, EQUAL			REP	REPRESENTATIVE	VERT	VERTICAL
ANSI	AMERICAN NATIONAL STANDARDS INSTITUTE	ESPCP	EROSION, SEDIMENTATION AND POLLUTION CONTROL PLAN			REQ'D	REQUIRED		
APE	AREA OF POTENTIAL EFFECT					RH	RIGHT HAND	W	WEST, WIRE, WALL, WATERLINE
APPROX	APPROXIMATELY	EST	ESTIMATE			RPZ	ROOT PROTECTION ZONE	W/	WITH
APWA	AMERICAN PUBLIC WORKS ASSOCIATION	EVC	ELEVATION OF VERTICAL CURVE			RT	RIGHT	W/O	WITHOUT
ARCH	ARCHITECTURE	EW	EACH WAY			RTU	REMOTE TERMINAL UNIT	WAP	WIRELESS ACCESS POINT
ARV	AIR RELEASE VALVE	EX, EXTG, EXIST	EXISTING					WB	WESTBOUND
ASSY	ASSEMBLY	EXP	EXPANSION					WD	WHEEL DETECTION
ASTM	AMERICAN SOCIETY FOR TESTING AND MATERIALS	EXT	EXTENSION					WP	WEATHERPROOF
ATS	AUTOMATIC TRAIN STOP					S/C	SIGNAL/COMMUNICATIONS		
AVE	AVENUE	FA	FIRE ALARM			S	SOUTH		
AWG	AMERICAN WIRE GAUGE	FAA	FEDERAL AVIATION ADMINISTRATION			SAE	SOCIETY OF AUTOMOTIVE ENGINEERS		
AWS	AMERICAN WELDING SOCIETY	FB	FLAT BAR			SAN	SANITARY	X	DEMOLISHED OCS WORK
AWWA	AMERICAN WATER WORKS ASSOCIATION	FBO	FURNISHED BY OWNER			SB	SOUTHBOND	XFMR	TRANSFORMER
ACSP	ASBESTOS CEMENT SEWER PIPE	FBN	FURNISHED BY OWNER			SC	SPIRAL TO CURVE	XING	CROSSING
		FDN	FOUNDATION			SCADA	SUPERVISORY CONTROL AND DATA ACQUISITION	XO	CROSSOVER
		FF	FINISH FACE			SCAT	SIMPLE CATENARY AUTO TENSION		
B/W	BOTTOM OF WALL, BALANCE WEIGHT	FG	FINISH GRADE			SCH	SCHEDULE		
BC	BOLT CIRCLE	FL	FLOWLINE			SD	STORM DRAIN	ZLR	ZERO LOAD RESTRAINER
BES	BUREAU OF ENVIRONMENTAL SERVICES	FLG	FLANGE			SDR	STANDARD DIMENSION RATIO		
BFA	BY-PASS FEEDER ANCHOR	FM	FORCE MAIN			SEC	SECOND		
BLVD	BOULEVARD	FT	FEET			SECT	SECTION		
BOT	BOTTOM	FW	FACE OF WALL, FIRE WATER			SF	SQUARE FEET		
BP	BEGIN/BEGINNING POINT					SFRC	STEEL FIBER REINFORCED CONCRETE		
BRG	BRIDGE	GA	GAUGE			SIG	SIGNAL		
BTWN	BETWEEN	GALV	GALVANIZED			SIH	SIGNAL HOUSE		
BVC	BEGIN VERTICAL CURVE	GB	GRADE BREAK			SIM	SIMILAR		
BVCS	BEGIN VERTICAL CURVE SAG	GFCI	GROUND-FAULT CIRCUIT INTERRUPTER			SM	SHELTER MOUNT		
BW	BACK OF WALL, BOTTOM OF WALL	GND	GROUND			SP	STEEL PIPE OR SHELTER POLE		
BWA	BALANCE WEIGHT ANCHOR	GPM	GALLONS PER MINUTE			SPEC	SPECIFICATION		
BWW	BUREAU OF WATER WORKS	GRD	GROUNDING DEVICE			SQ	SQUARE		
		GRS	GALVANIZED RIGID STEEL			SS	SPIRAL SPIRAL, STAINLESS STEEL, SANITARY SEWER		
		GRSC	GALVANIZED RIGID STEEL CONDUIT			SST	STAINLESS STEEL		
CAT	CATALOGUE, CATENARY					ST	STREET, SPIRAL TO TANGENT, STORM SEWER		
CCTV	CLOSED CIRCUIT TELEVISION	HDPE	HIGH DENSITY POLYETHYLENE			STA	STATION		
CHRG	CHARGER	HH	HANDHOLE			STD	STANDARD		
CIP	CAST-IN-PLACE, CAST IRON PIPE	HORIZ	HORIZONTAL HP			STP	STANDARD TEMPERATURE AND PRESSURE		
CJ	CONTROL JOINT	HRS	HOURS			STL	STEEL		
CL	CENTERLINE	HT	HEIGHT			SW	SOUTHWEST		
CLR	CLEAR	HTR	HEATER			SWE	SYSTEM WIDE ELECTRICAL		
CMP	CORRUGATED METAL PIPE	HV	HIGH VOLTAGE			SWGR	SWITCHGEAR		
CO	CLEANOUT					SWHC	SWITCH HEATER		
COMM	COMMUNICATIONS	IB	INBOUND			SYM	SYMMETRICAL		
COMP	COMPACT	ICV	IRRIGATION CONTROL VALVE						
CONC	CONCRETE	ID	IDENTIFICATION			T/C	TOP OF CURB		
CONST	CONSTRUCTION	IE	INVERT ELEVATION			T/R,TOR	TOP OF RAIL		
CONT	CONSTRUCTION	IJ	INSULATED JOINT			TBD	TO BE DETERMINED		
CONT'D	CONTINUED	IN	INCH			TBR	TO BE REPLACED		
COP	CITY OF PORTLAND	INT	INTERSECTION			TC	TRANSIT CENTER		
CS	CURVE TO SPIRAL	IP	IRON PIPE			TE	TRACTION ELECTRIFICATION		
CSP	CORRUGATED STEEL PIPE	IRR	IRRIGATION			TEL	TELEPHONE		
CT	COURT, CURRENT TRANSFORMER					TEMP	TEMPORARY		

D:\TEMP\TriMet_Transit Center Redesign\8-28-24\G2048_04-004.dwg Aug. 27, 2024 - 6:55 PM daniel bernier
Plot Date 8/28/2024 9:11 AM daniel bernier

LEGEND - EXISTING

	AREA OF BRICK PAVERS		AREA DRAIN
	AREA OF AC PAVING		BOLLARD / POST
	AREA OF TACTILE STRIP		CATENARY POLE
	AREA OF CONCRETE		CATCH BASIN
	HANDRAIL		CLEAN OUT
	FENCE		CONIFER TREE
	OVERHEAD CANOPY		DECIDUOUS TREE
	BUILDING LINE		CULVERT END
	TRAFFIC STRIPING		DOWN SPOUT
	RECORD STORM SEWER		FIRE HYDRANT
	RECORD UNKNOWN UTILITY		HAND HOLE
	CURB		HOSE BIB
	EDGE OF GRAVEL		LIGHT
	MAJOR CONTOUR LINE		TRANSFORMER
	MINOR CONTOUR LINE		SIGN
	CONDUIT LINE		STORM MANHOLE
	DITCH FLOW LINE		STREET LIGHT PULL BOX
	EXISTING TRACK		STREET LIGHT JUNCTION BOX
	EDGE OF ASPHALT		UTILITY CABINET
	OVERHEAD COMMUNICATIONS		UTILITY METER
	SANITARY SEWER LINE		UTILITY RISER
	STORM SEWER LINE		UTILITY VALVE (AS NOTED)
	ELECTRICAL LINE		UTILITY VAULT (AS NOTED)
	COMMUNICATION LINE		
	WATER LINE		
	FIBER OPTIC LINE		
	WALL		
	PROPERTY LINE		
	RIGHT-OF-WAY		

LEGEND - PROPOSED

	RIGHT-OF-WAY
	CURB LINE
	SIDEWALK
	CONCRETE SIDEWALK
	FULL DEPTH PAVEMENT
	SAWCUT LINE
	BRICK DEMOLITION
	CLEAR AND GRUB
	CONCRETE SURFACE DEMOLITION
	ASPHALT SURFACE DEMOLITION
	PAVER DEMOLITION
	REMOVE TREE
	DEMO / REMOVE
	INLET PROTECTION
	FIBER WATTLES
	TREE PROTECTION
	SANITARY SEWER LINE
	STORM SEWER LINE
	ELECTRICAL LINE
	COMMUNICATION LINE
	WATER LINE
	FIBER OPTIC LINE
	MAJOR CONTOUR LINE
	MINOR CONTOUR LINE
	CONSTRUCTION LIMITS
	WHATLEY FIBERGLASS POLE AND COBRA HEAD FIXTURE
	CONCRETE POLE AND RAB LIGHT FIXTURE
	SIGN
	INLET, AREA DRAIN
	WATER METER
	CLEAN OUT
	TREE, DECIDUOUS

NOTE:
SEE DISCIPLINE-SPECIFIC SHEETS FOR
ADDITIONAL SYMBOLS NOT SHOWN.

NO.	DATE	BY	APPD.	REVISIONS	
		CHK.			

JMDI	03/02/24
DESIGNED	DATE
DDBE	03/02/24
DRAWN	DATE
JABE	08/27/24
CHECKED	DATE
APPROVED	DATE

60% DESIGN



TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON



DAVID EVANS
AND ASSOCIATES INC.
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

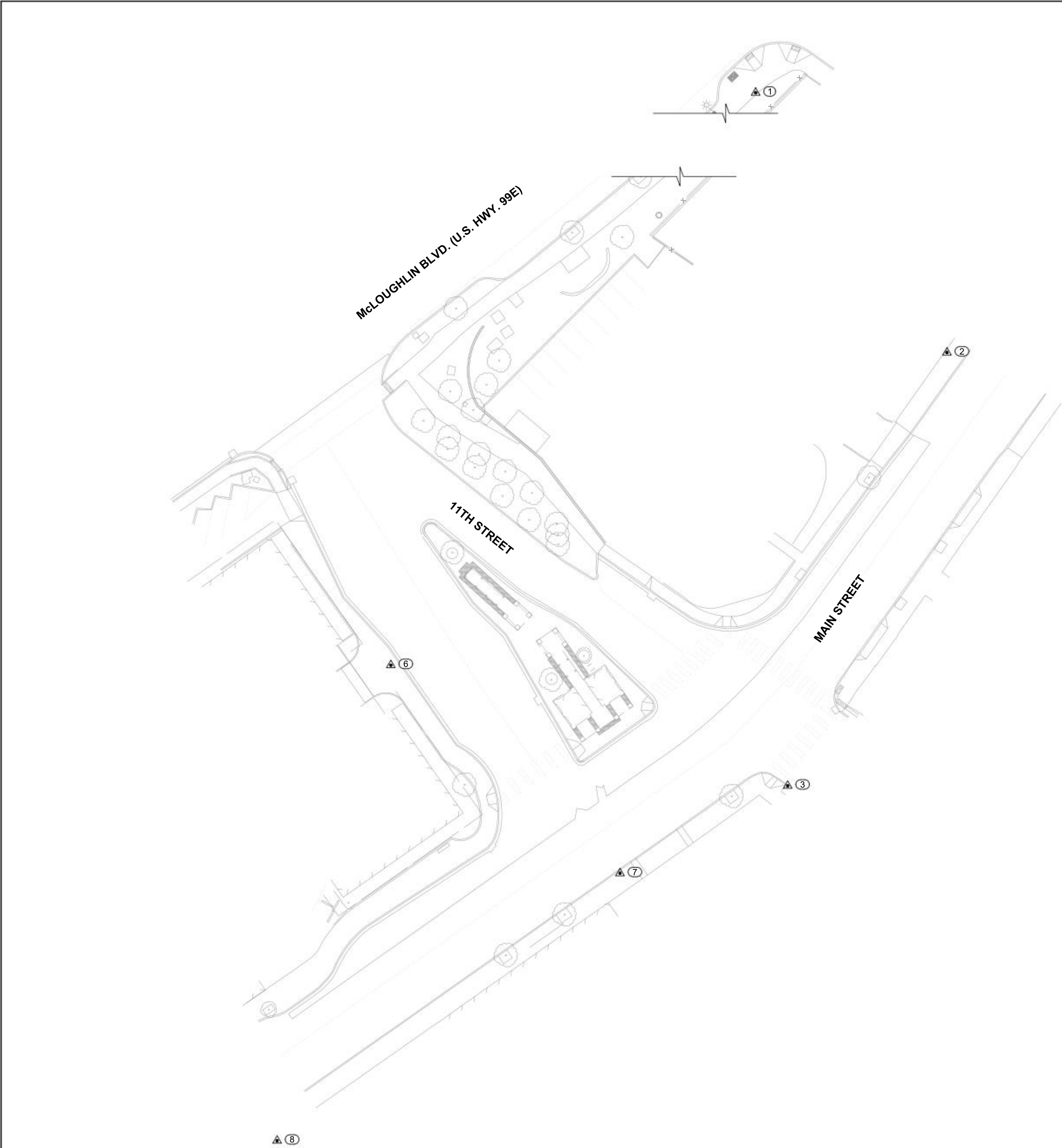


ENGINEERING & CONSTRUCTION
DIVISION
101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

OREGON CITY TRANSIT CENTER
TC IMPROVEMENTS
GENERAL
LEGEND

SUBMITTED:	JENNA HOPKINS JENNAPHORI	DATE:	08/29/2024	APPROVED:		DATE:		SCALE:	N/A	DRAWING NO.:	G2048.04-004	CONTRACT NO.:	RC230177ZC	SHEET NO.:	5 of 109
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Plot Date 8/28/2024 9:11 AM daniel bernier



CONTROL POINT TABLE				
POINT	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	113367.89	365659.94	63.11	SET 1-1/8" COPPER ALLOY DISK STAMPED "DEA CONTROL"
2	113214.64	365719.98	56.27	SET 1-1/8" COPPER ALLOY DISK STAMPED "DEA CONTROL"
3	113007.68	365643.91	62.72	SET 1-1/8" COPPER ALLOY DISK STAMPED "DEA CONTROL"
6	113065.29	365454.38	65.45	SET 1-1/8" COPPER ALLOY DISK STAMPED "DEA CONTROL"
7	112965.86	365563.84	65.80	SET 1-1/8" COPPER ALLOY DISK STAMPED "DEA CONTROL"
8	112838.11	365400.07	70.43	SET MAG NAIL & WASHER STAMPED "DEA CONTROL"

PROJECT CONTROL:
COORDINATES SHOWN ARE BASED ON THE OREGON COORDINATE REFERENCE SYSTEM (OCRS) - PORTLAND ZONE. THE OCRS NORTHING AND EASTING PROJECTION PARAMETERS ARE REFERENCED IN O.A.R. 734-005-0015. HORIZONTAL DATUM IS NAD 83 (2011) EPOCH 2010.00. ALL LINEAR VALUES ARE EXPRESSED IN INTERNATIONAL FEET. VERTICAL DATUM IS NAVD 88 PER GPS OBSERVATIONS.

LEGEND:

 CONTROL POINT (AS NOTED)

NO.	DATE	BY	APPD.	REVISIONS
		CHK.		

DAFE	07/22/2024
DESIGNED	DATE
TAS	07/22/2024
DRAWN	DATE
JMDI	8/21/2024
CHECKED	DATE
APPROVED	DATE

60% DESIGN



TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON



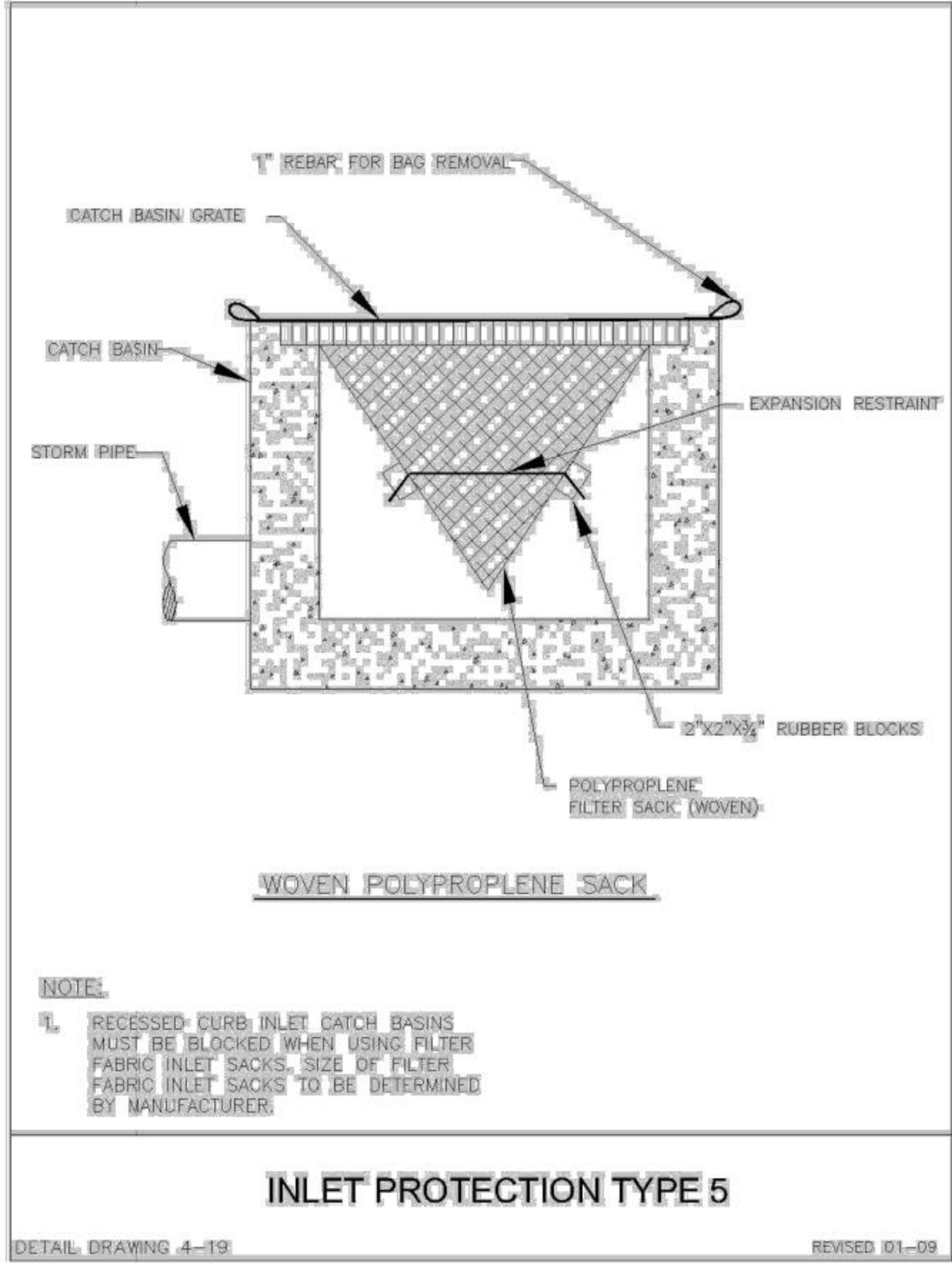
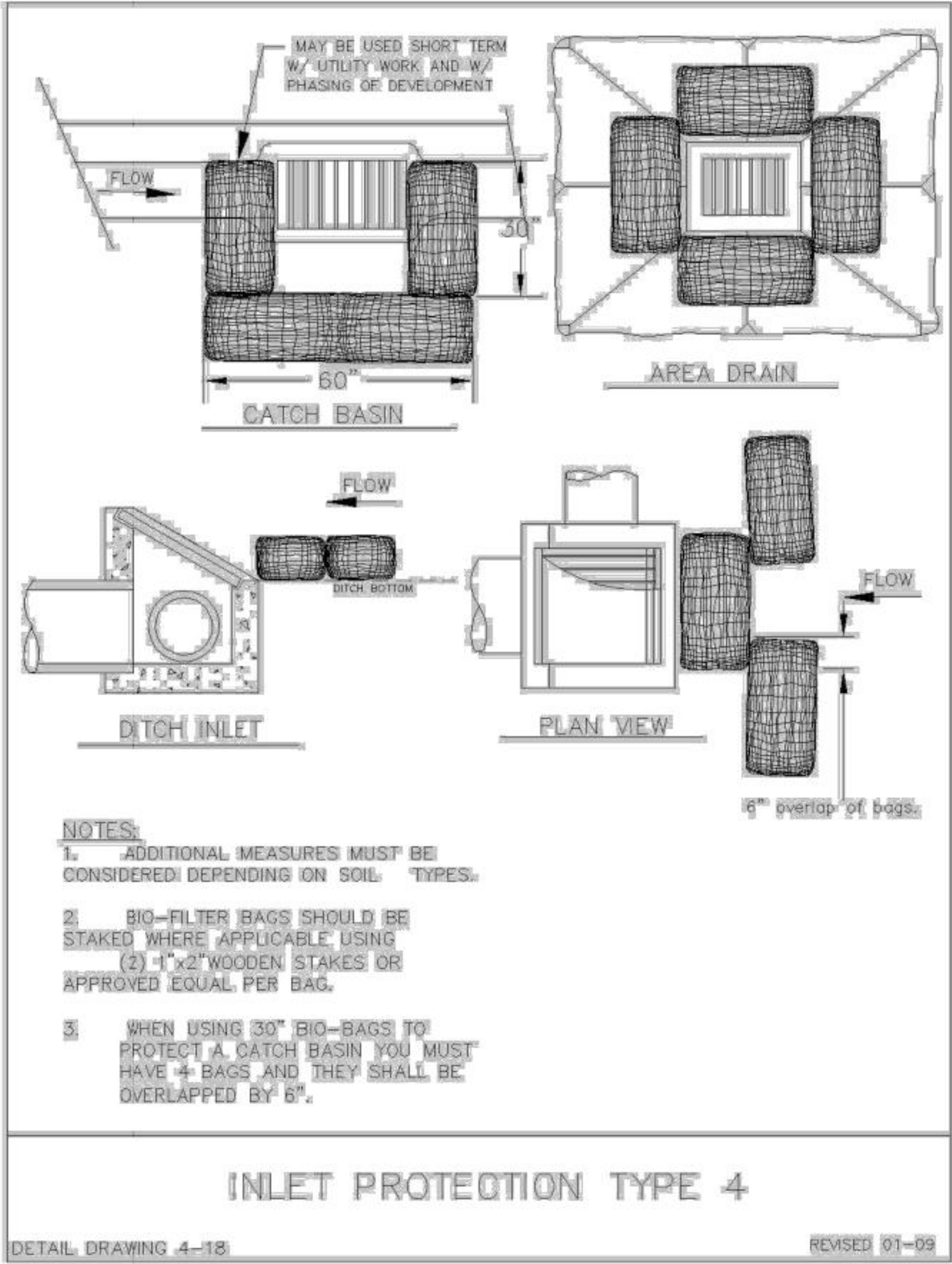
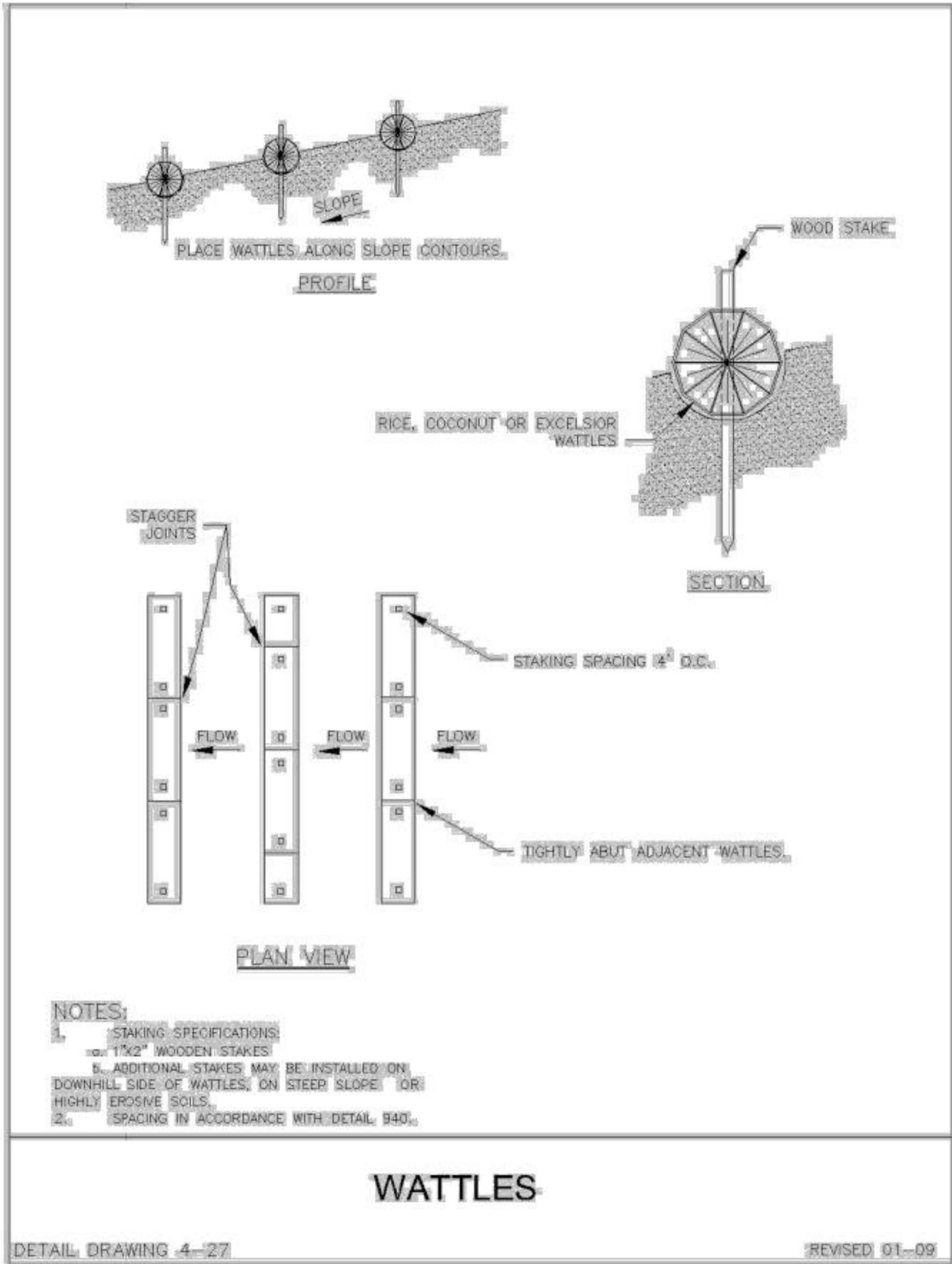
DAVID EVANS
AND ASSOCIATES INC.
2100 S River Parkway, Suite 100
Portland Oregon 97201
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ENGINEERING & CONSTRUCTION
DIVISION
101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

OREGON CITY TRANSIT CENTER
TC IMPROVEMENTS
GENERAL
SURVEY CONTROL

SUBMITTED:	JENNA HOPKINS JENNAPHORI	DATE:	08/29/2024	APPROVED:		DATE:		SCALE:	1" = 30'	DRAWING NO.:	G2048.04-005	CONTRACT NO.:	RC230177ZC	SHEET NO.:	6 of 109
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Plot Date 8/28/2024 9:14 AM daniel bernier

NO.	DATE	BY	APPD.	REVISIONS	
		CHK.			

JMDI	08/15/24
DESIGNED	DATE
DDBE	08/15/24
DRAWN	DATE
BACA	08/27/24
CHECKED	DATE
APPROVED	DATE

60% DESIGN

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

DAVID EVANS AND ASSOCIATES INC.
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

TRI-COUNTY MET

ENGINEERING & CONSTRUCTION DIVISION
101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

SUBMITTED: JENNA HORI
JENNAPHORI

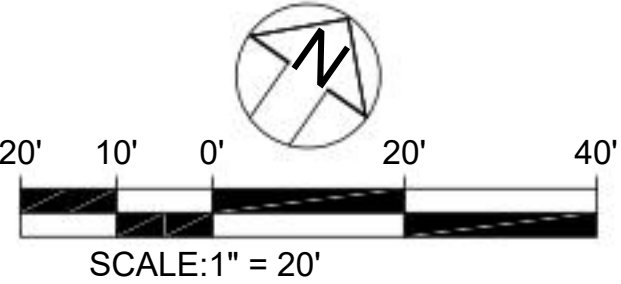
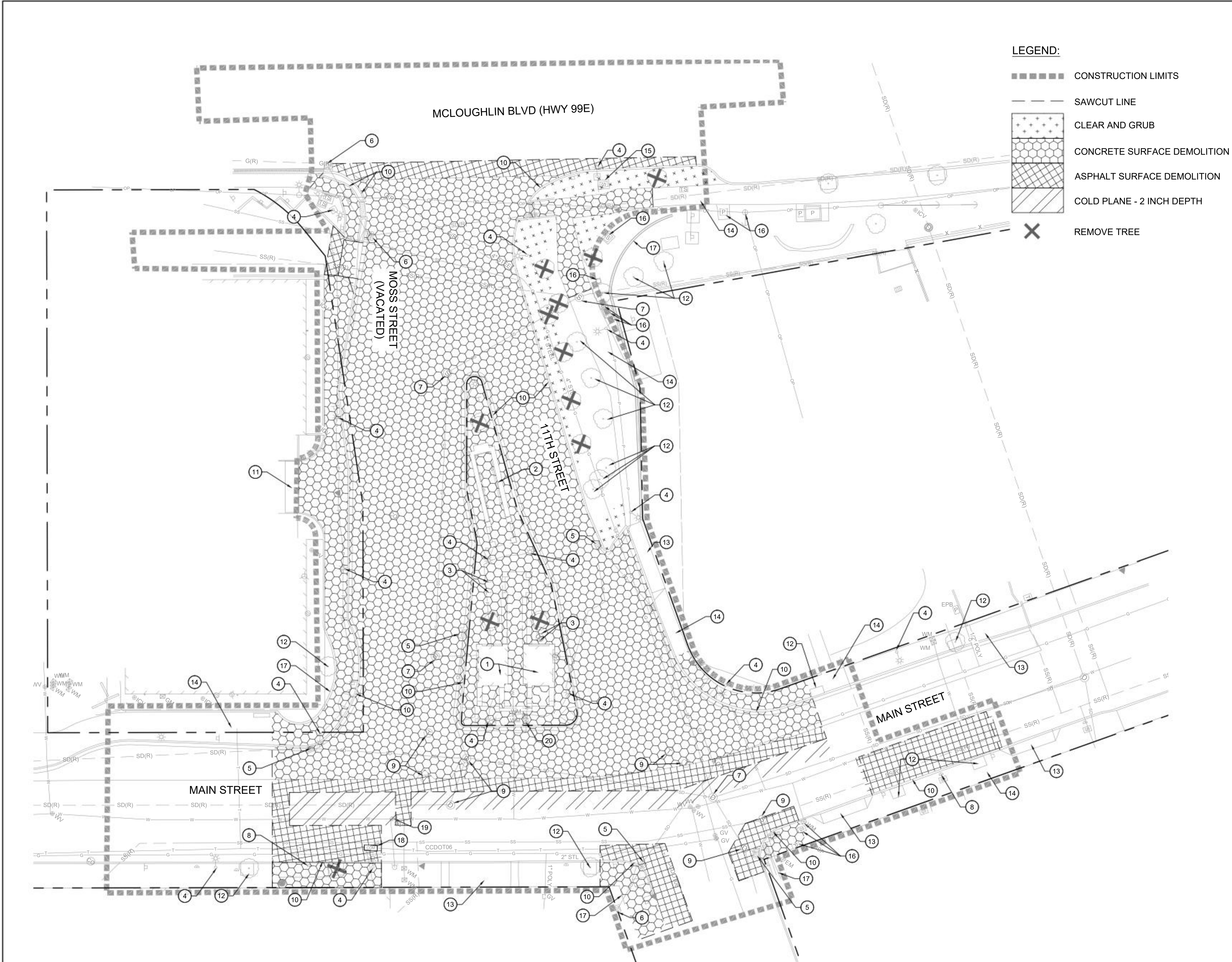
DATE: 08/29/2024

APPROVED:

DATE:

OREGON CITY TRANSIT CENTER TC IMPROVEMENTS CIVIL EROSION CONTROL DETAILS			
SCALE:	DRAWING NO.:	CONTRACT NO.:	SHEET NO.:
N/A	C2048.04-101	RC230177ZC	8 of 109

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Plot Date 8/28/2024 3:22 AM brandy quach



- CONSTRUCTION NOTES:**
- 1 EXISTING BUILDING, SEE ARCHITECTURAL PLANS.
 - 2 SALVAGE EXISTING SHELTER AND FURNISHINGS.
 - 3 SALVAGE EXISTING INFORMATION SIGN.
 - 4 EXISTING LUMINAIRE, SEE LIGHTING PLAN.
 - 5 REMOVE EXISTING INLET, SEE DRAINAGE PLAN.
 - 6 PRESERVE AND PROTECT EXISTING INLET, SEE DRAINAGE PLAN.
 - 7 PRESERVE AND PROTECT EXISTING MANHOLE, SEE UTILITY PLAN.
 - 8 REMOVE EXISTING PARKING METER. COORDINATE WITH OREGON CITY PARKING AUTHORITY.
 - 9 ADJUST EXISTING MANHOLE, SEE UTILITY PLANS.
 - 10 REMOVE EXISTING CURB.
 - 11 PRESERVE AND PROTECT EXISTING STAIRS.
 - 12 PRESERVE AND PROTECT EXISTING TREE.
 - 13 PRESERVE AND PROTECT EXISTING DRIVEWAY.
 - 14 PRESERVE AND PROTECT EXISTING SIDEWALK.
 - 15 RELOCATE EXISTING JUNCTION BOX, SEE SIGNAL PLANS.
 - 16 PRESERVE AND PROTECT UTILITY STRUCTURES.
 - 17 PRESERVE AND PROTECT EXISTING WALL.
 - 18 PRESERVE AND PROTECT EXISTING COMMUNICATION VAULT, SEE UTILITY PLAN.
 - 19 ADJUST EXISTING WATER VALVE, SEE UTILITY PLAN.
 - 20 REMOVE EXISTING WATER METER, SEE WATERLINE PLANS.

- NOTES:**
- 1. RETAIN AND PROTECT ALL EXISTING UTILITIES UNLESS OTHERWISE NOTED. SEE COMPOSITE UTILITY PLANS. EXISTING UTILITIES ARE SHOWN BASED ON RECORD DRAWINGS, SURVEY DATA AND SITE OBSERVATIONS. CONTRACTOR TO FIELD VERIFY LOCATIONS.
 - 2. SEE ILLUMINATION PLANS FOR LUMINAIRE DEMOLITION.
 - 3. SEE SIGNING AND STRIPING PLANS FOR SIGNING AND STRIPING REMOVALS.

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Plot Date 8/28/2024 3:22 AM brandy quach

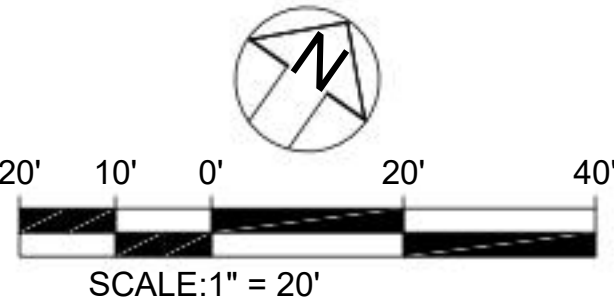
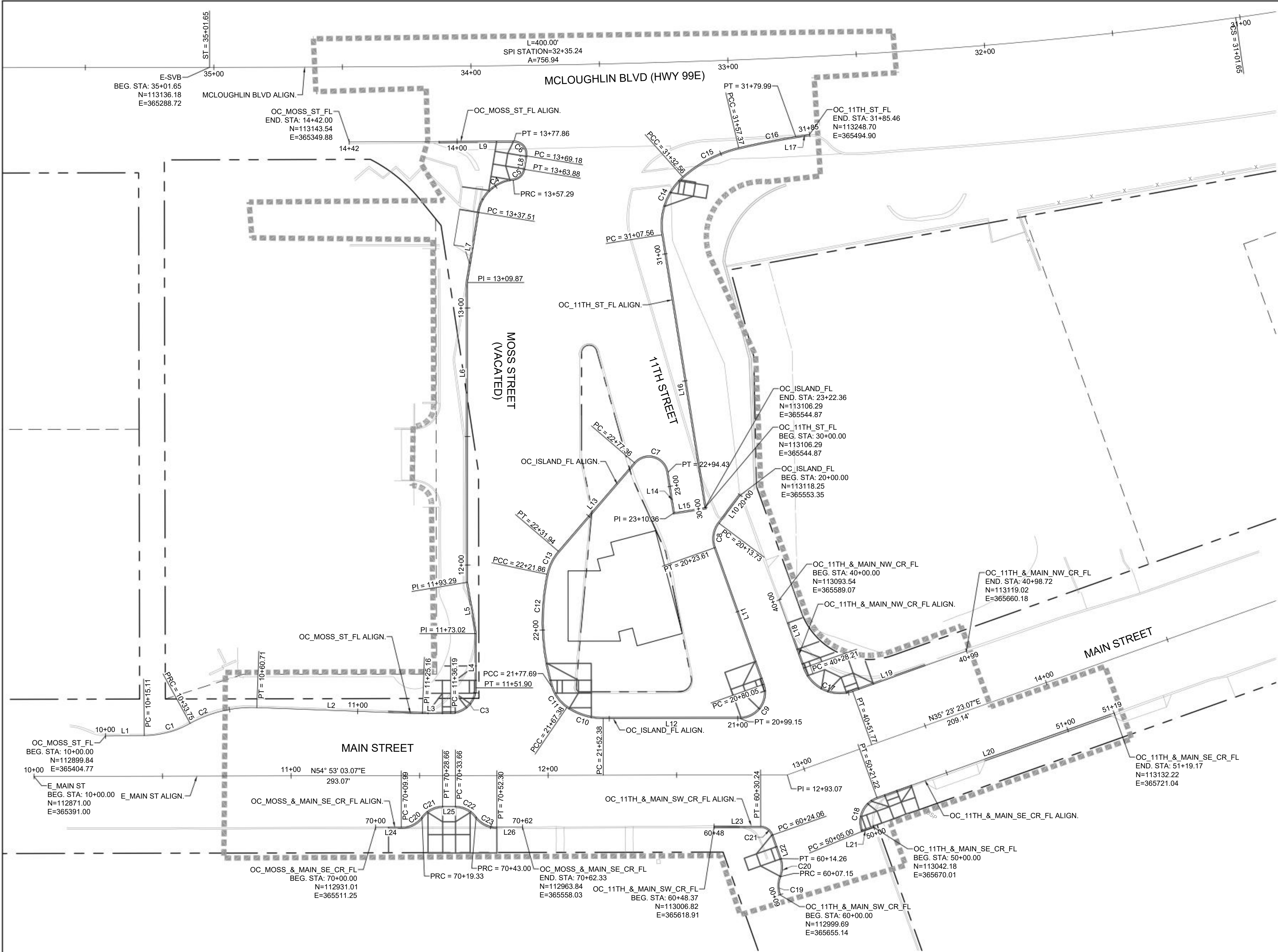
NO.	DATE	BY	APPD.	REVISIONS	
		CHK.			

AEM	03/01/24
DESIGNED	DATE
BAQ	03/01/24
DRAWN	DATE
JABE	08/06/24
CHECKED	DATE
APPROVED	DATE

60% DESIGN

 TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON				OREGON CITY TRANSIT CENTER TC IMPROVEMENTS CIVIL ALIGNMENT DATA TABLES			
 DAVID EVANS AND ASSOCIATES INC. 2100 S River Parkway, Suite 100 Portland Oregon 97201 Phone: 503.223.6663		 TRI-COUNTY MET ENGINEERING & CONSTRUCTION DIVISION 101 SW MAIN ST., SUITE 700 PORTLAND, OREGON 97204					
SUBMITTED:	JENNA HOPKINS JENNAPHORI	DATE:	08/29/2024	APPROVED:		DATE:	
SCALE:	N/A	DRAWING NO.:	C2048.04-300	CONTRACT NO.:	RC230177ZC	SHEET NO.:	10 of 109

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Plot Date 8/28/2024 3:22 AM brandy quach



- NOTES:
- SEE SHEET **C2048.04-300** FOR ALIGNMENT LINE AND CURVE DATA NOT SHOWN.
 - SEE SHEET **C2048.04-302** AND C2048.06-303 FOR PROFILES.

NO.	DATE	BY	APPD.	REVISIONS
		CHK.		

AEM	03/01/24
DESIGNED	DATE
BAQ	03/01/24
DRAWN	DATE
JABE	08/06/24
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APPROVED	DATE

60% DESIGN

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

DAVID EVANS
AND ASSOCIATES INC.
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

TRI-COUNTY MET
ENGINEERING & CONSTRUCTION
DIVISION
101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

SUBMITTED: JENNA HOPKINS

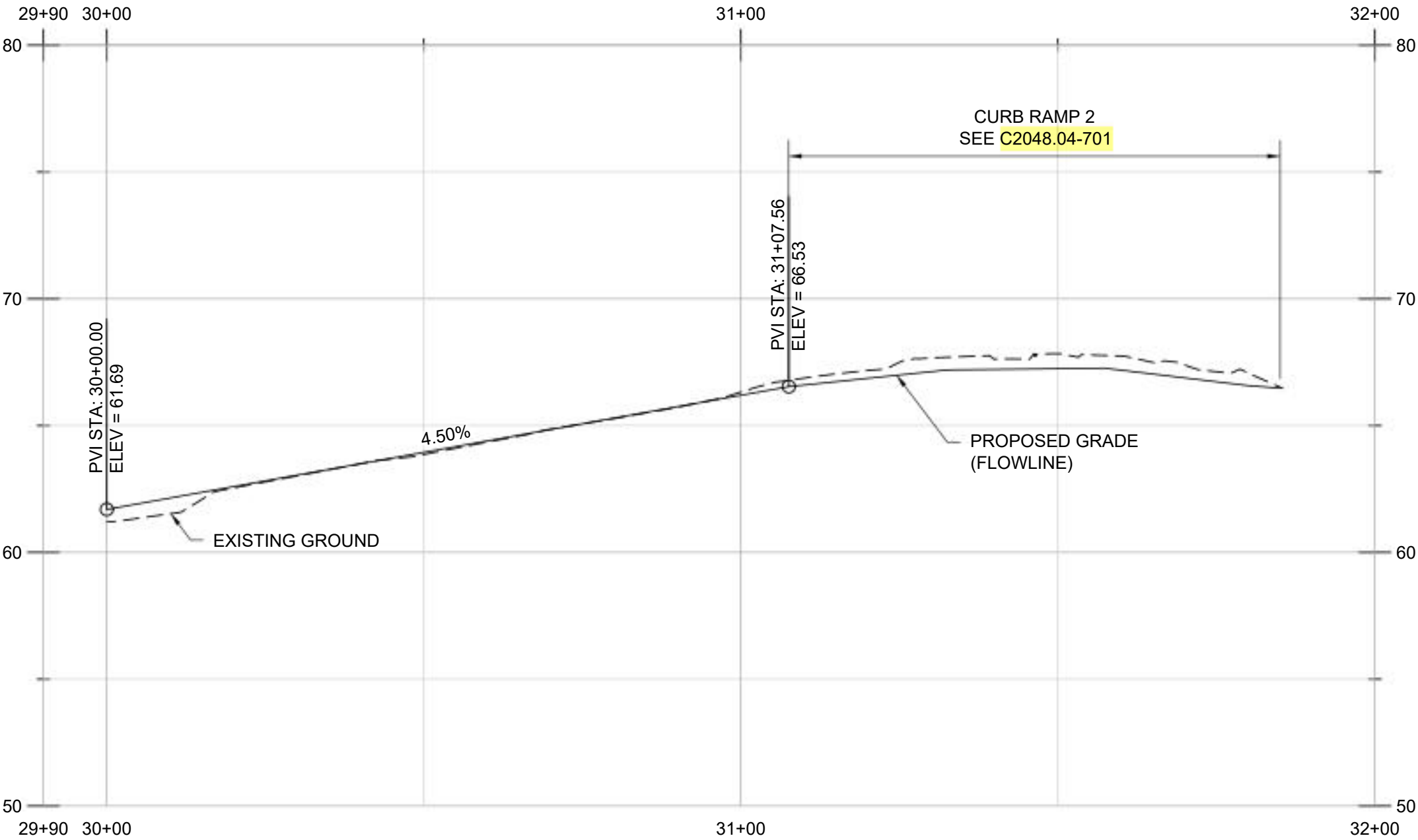
DATE: 08/29/2024

APPROVED: _____

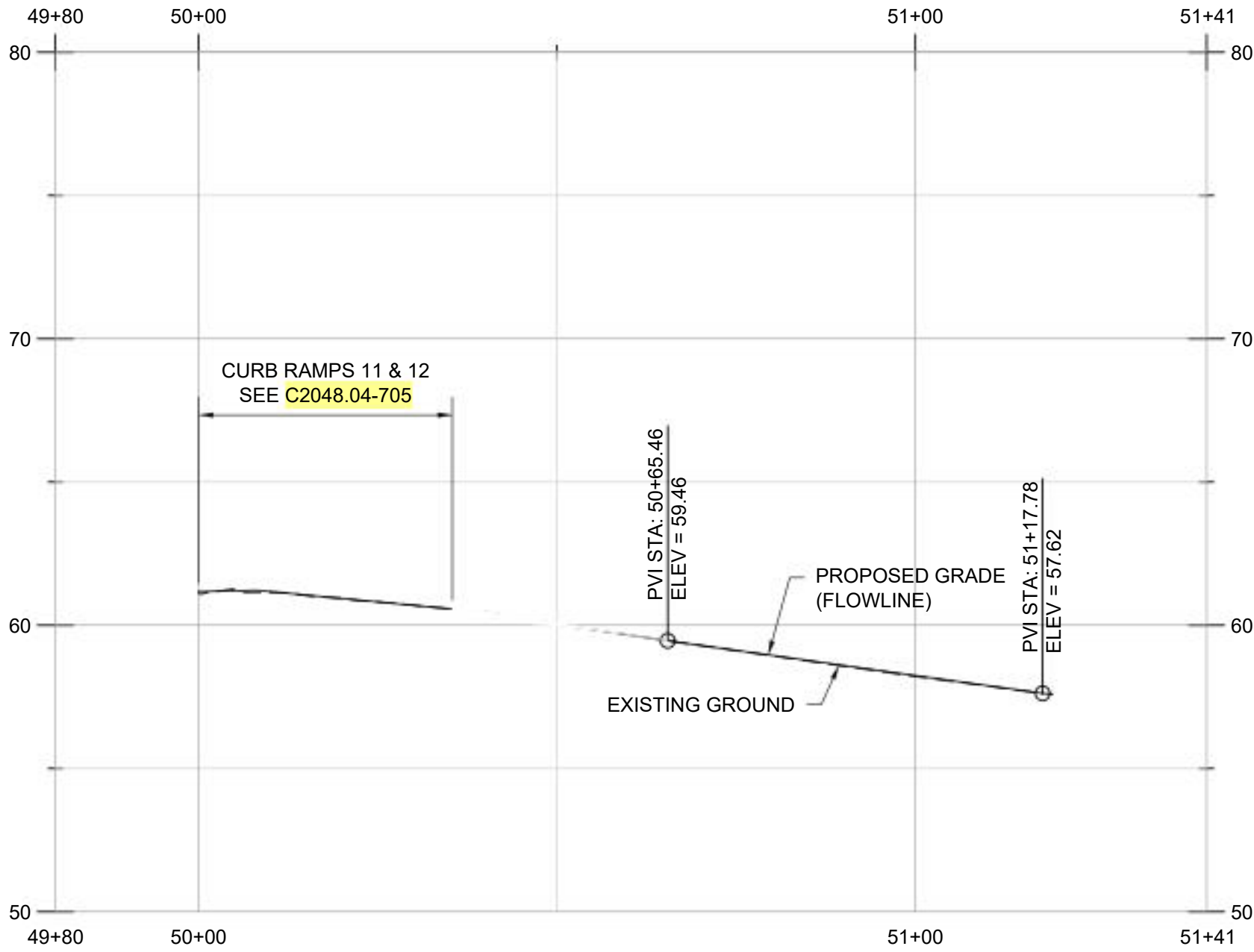
DATE: _____

OREGON CITY TRANSIT CENTER TC IMPROVEMENTS CIVIL ALIGNMENT PLAN			
SCALE:	1" = 20'	DRAWING NO.:	C2048.04-301
CONTRACT NO.:	RC230177ZC	SHEET NO.:	11 of 109

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Plot Date 8/28/2024 3:22 AM brandy quach



OC 11TH ST FL
SCALE: 1"=20' HORIZ, 1"=5' VERT



OC 11TH & MAIN SE CR FL
SCALE: 1"=20' HORIZ, 1"=5' VERT

NO.	DATE	BY	APPD.	REVISIONS
		CHK.		

AEM	03/01/24
DESIGNED	DATE
BAQ	03/01/24
DRAWN	DATE
JABE	08/06/24
CHECKED	DATE
APPROVED	DATE

60% DESIGN



TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON



DAVID EVANS
AND ASSOCIATES INC.
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663



ENGINEERING & CONSTRUCTION
DIVISION
101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

SUBMITTED:

JENNA HORI
JENNAPHORI

DATE:

08/29/2024

APPROVED:

DATE:

SCALE:

1" = 20'

DRAWING NO.:

C2048.04-303

CONTRACT NO.:

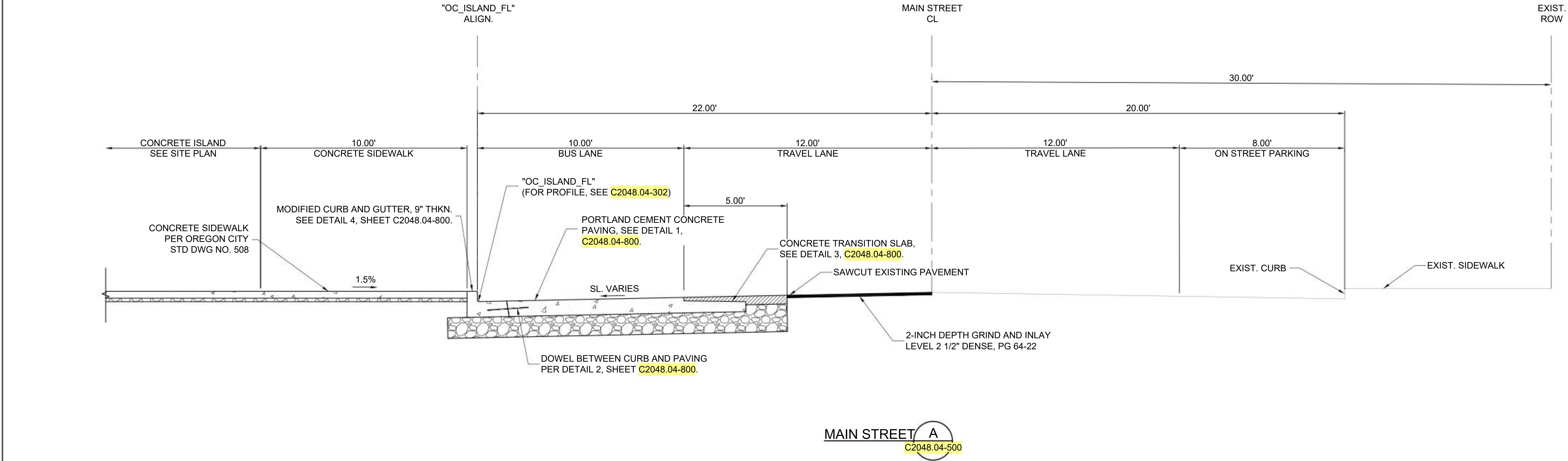
RC230177ZC

SHEET NO.:

13 of 109

OREGON CITY TRANSIT CENTER
TC IMPROVEMENTS
CIVIL
ALIGNMENT PROFILES

C:\pwworkspace\22dms41846\C2048_04-400-403.dwg Aug. 27, 2024 - 12:31 PM brandy quach
Plot Date 8/28/2024 3:22 AM brandy quach



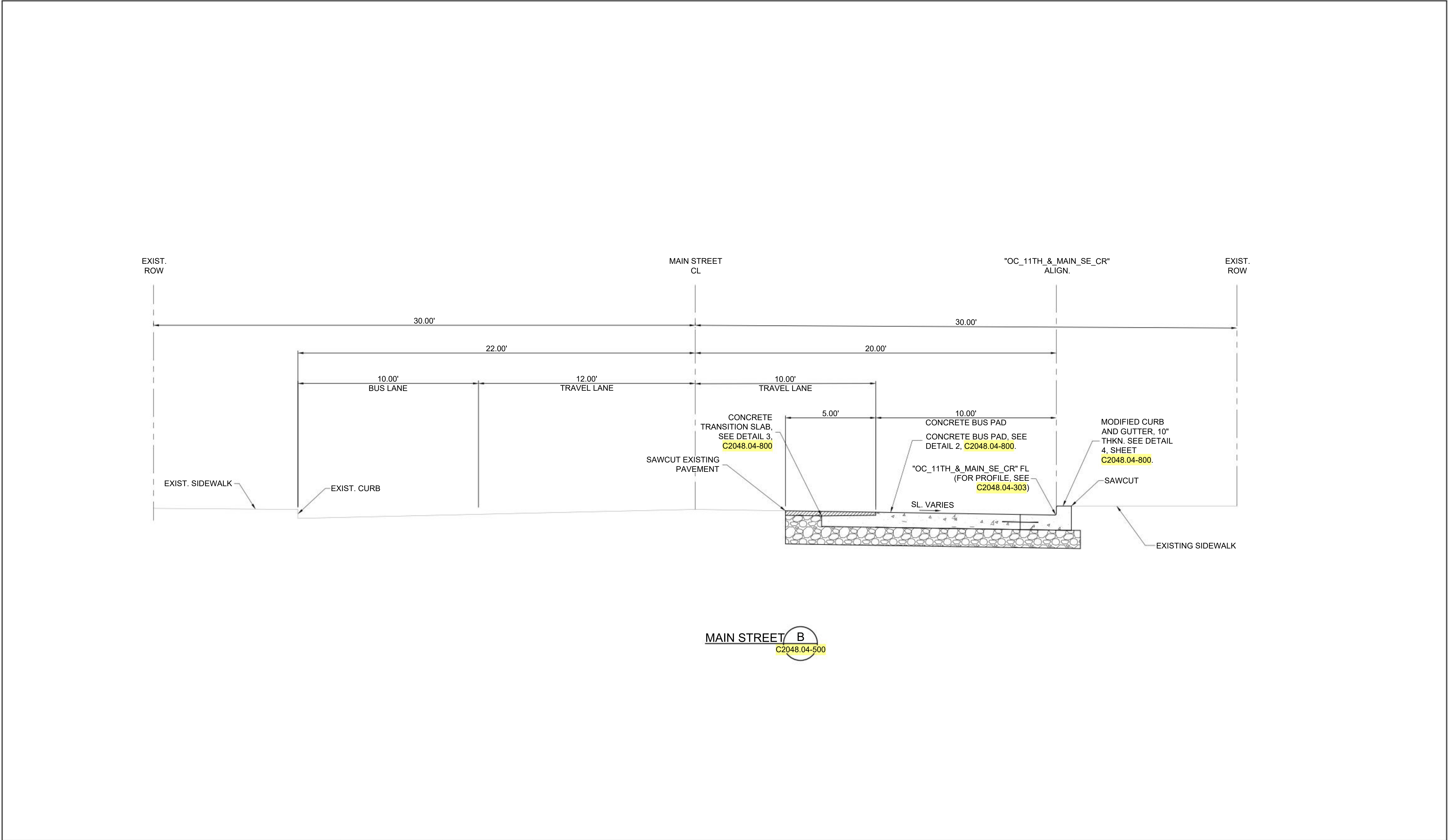
NO.	DATE	BY	APPD.	REVISIONS	
		CHK.			

AEM	03/05/24
DESIGNED	DATE
KMKE	04/15/24
DRAWN	DATE
JABE	08/06/24
CHECKED	DATE
APPROVED	DATE

60% DESIGN

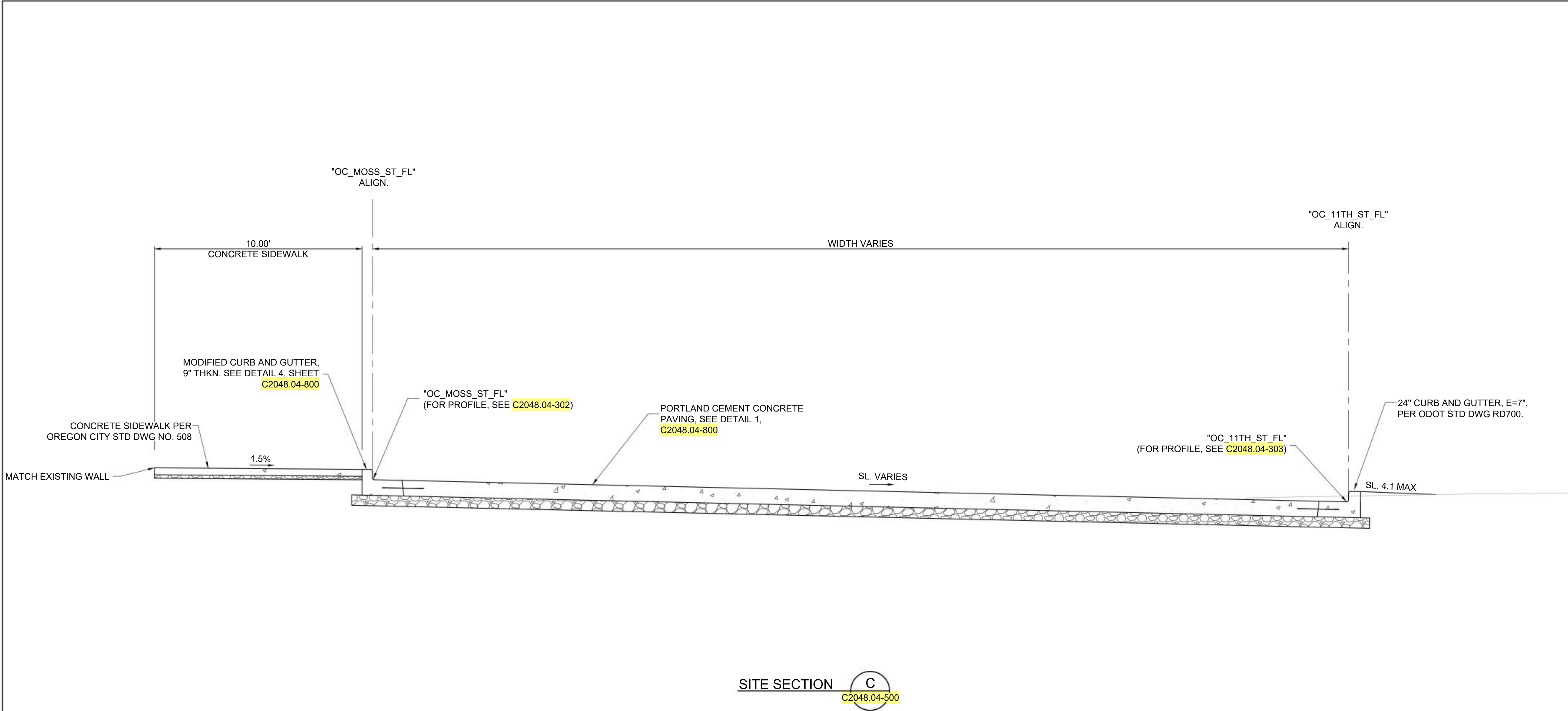
TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON				OREGON CITY TRANSIT CENTER TC IMPROVEMENTS CIVIL TYPICAL SECTIONS			
				ENGINEERING & CONSTRUCTION DIVISION 101 SW MAIN ST., SUITE 700 PORTLAND, OREGON 97204			
2100 S River Parkway, Suite 100 Portland Oregon 97201 Phone: 503.223.6663							
SUBMITTED:	JENNA HOPKINS JENNAPHORI	DATE:	08/29/2024	APPROVED:		DATE:	
SCALE:	N/A	DRAWING NO.:	C2048.04-400	CONTRACT NO.:	RC230177ZC	SHEET NO.:	14 of 109

C:\p\work\da22\dms41846\C2048_04-400-403.dwg Aug. 27, 2024 - 12:31 PM brandy quach
Plot Date: 8/28/2024 3:22 AM brandy quach



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Plot Date 8/28/2024 3:22 AM brandy quach



NO.	DATE	BY	APPD.	REVISIONS
		CHK.		

AEM	03/05/24
DESIGNED	DATE
KMKE	04/15/24
DRAWN	DATE
JABE	08/06/24
CHECKED	DATE
APPROVED	DATE

60% DESIGN

2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

ENGINEERING & CONSTRUCTION
DIVISION
101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

SUBMITTED: JENNA HOPKINS
JENNA HOPKINS

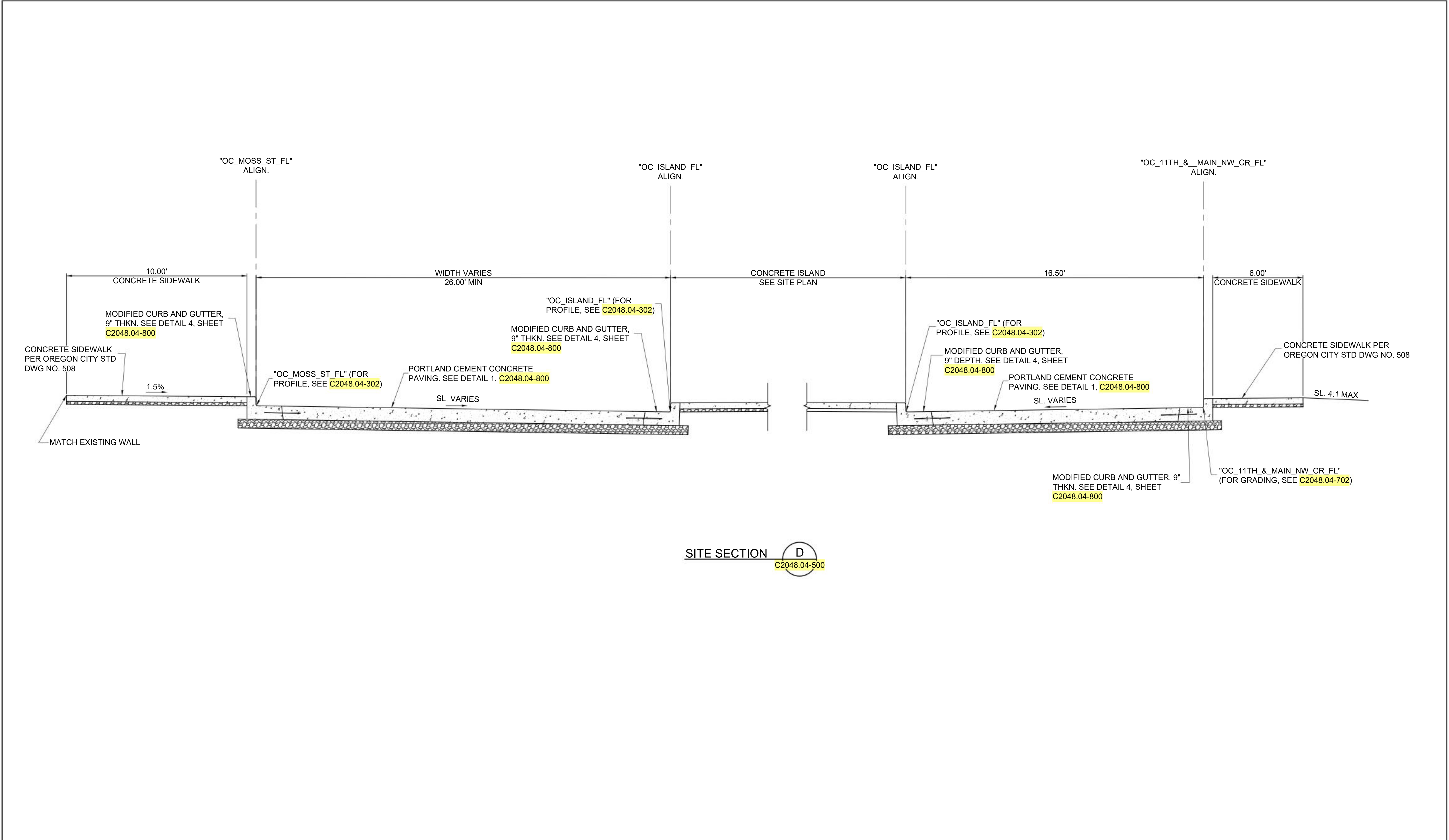
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APPROVED: _____

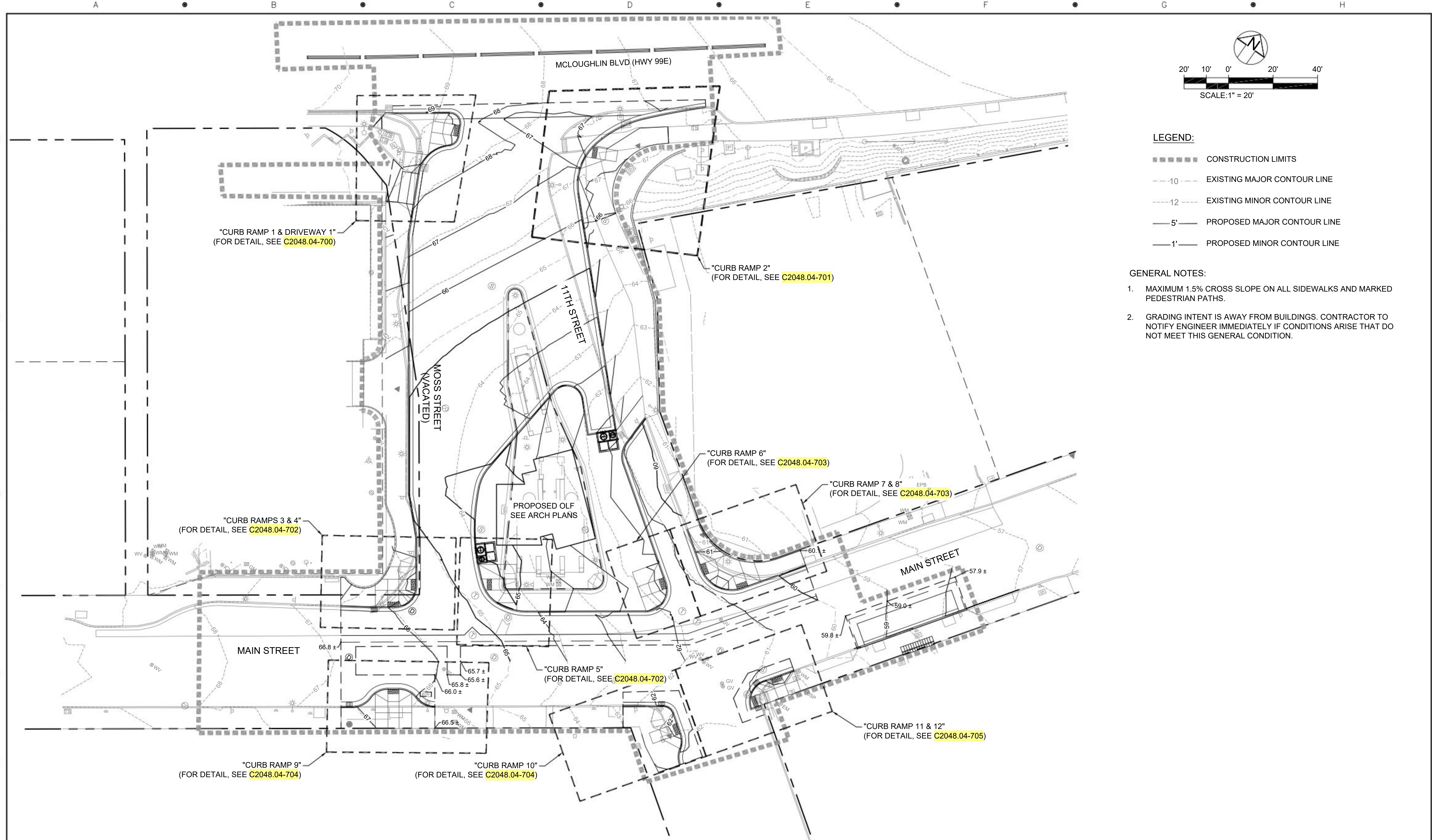
DATE: _____

OREGON CITY TRANSIT CENTER TC IMPROVEMENTS CIVIL TYPICAL SECTIONS			
SCALE:	DRAWING NO.:	CONTRACT NO.:	SHEET NO.:
N/A	C2048.04-402	RC230177ZC	16 of 109

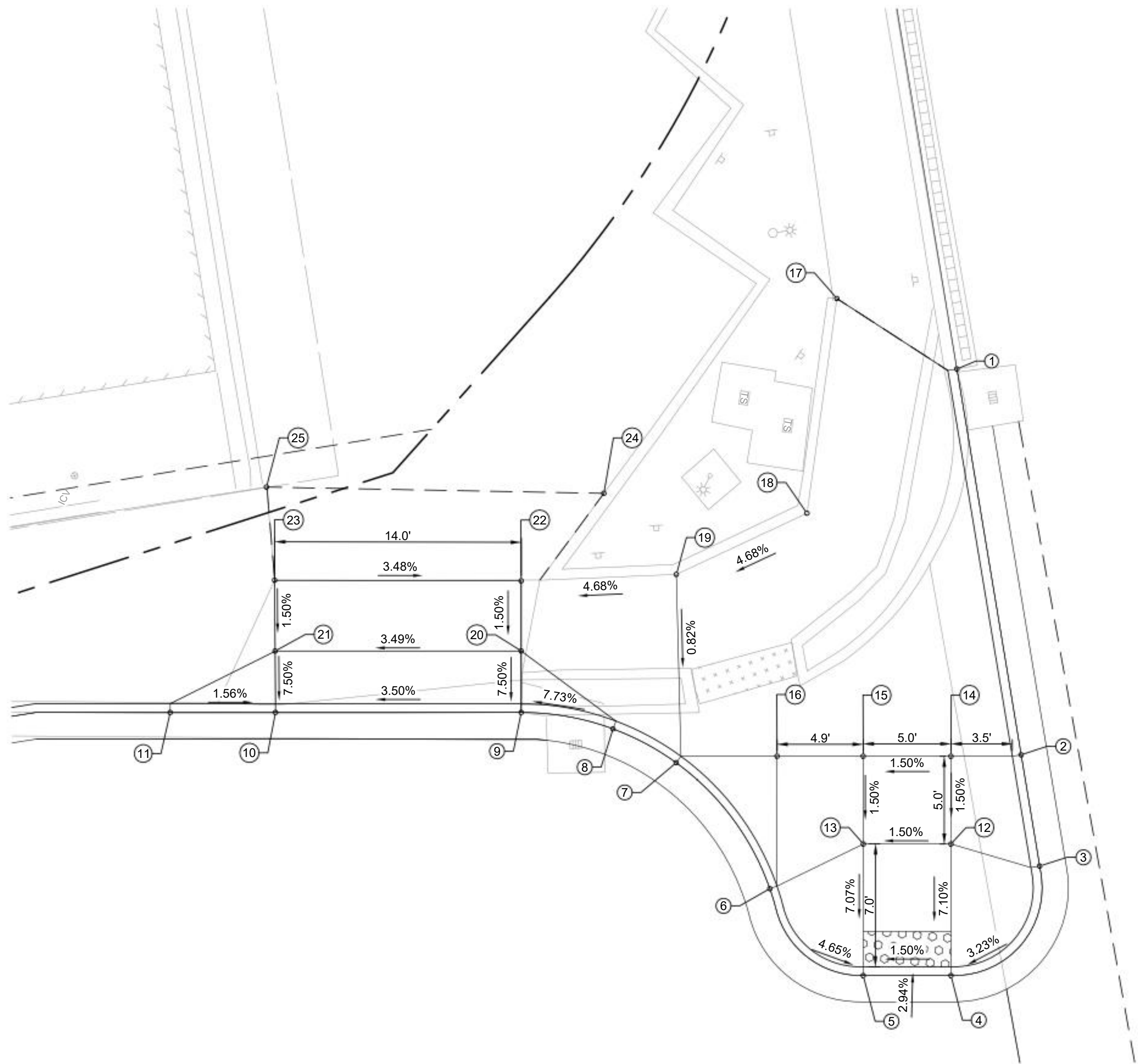
C:\pwworkspace\22dms41846\C2048_04-400-403.dwg Aug. 27, 2024 - 12:31 PM brandy quach
Plot Date: 8/28/2024 3:22 AM brandy quach



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Page 40 of 34

C:\p\work\daa22\dms41846\C2048_04-700-705.dwg Aug. 28, 2024 - 10:43 AM brandy quach
Plot Date 8/28/2024 11:57 AM brandy quach



GRADING TABLE				
Point #	"OC_MOSS_ST_FL" ALIGNMENT STATION	OFFSET	ELEVATION	NOTE
1	14+07.01	0.00'	69.54'	MATCH EXIST. EL
2	13+84.72	0.00'	68.89'	TFC = 69.47'
3	13+78.29	0.00'	68.90'	TFC = 69.48'
4	13+68.99	0.00'	68.81'	TFC = 68.81'
5	13+63.99	0.00'	68.74'	TFC = 68.74'
6	13+56.03	0.00'	68.58'	TFC = 69.16'
7	13+46.95	0.00'	68.66'	TFC = 69.24'
8	13+42.85	0.00'	68.54'	TFC = 69.04'
9	13+37.51	0.00'	68.59'	TFC = 68.63'
10	13+23.51	0.00'	68.10'	TFC = 68.14'
11	13+17.51	0.00'	67.73'	TFC = 68.23'
12	13+80.36	4.78' L	69.34'	
13	13+55.56	5.88' L	69.27'	
14	13+85.29	3.96' L	69.42'	
15	13+52.52	8.15' L	69.34'	
16	13+50.44	4.20' L	69.29'	
17	14+12.10	6.09' L	70.13'	MATCH EXIST. TFC EL
18	14+00.30	9.78' L	69.71'	MATCH EXIST. TFC EL
19	13+43.04	9.51' L	69.33'	
20	13+37.51	3.50' L	68.85'	
21	13+23.48	3.50' L	68.36'	
22	13+37.51	7.50' L	68.91'	
23	13+23.46	7.53' L	68.42'	
24	13+40.06	12.89' L	69.31'	MATCH EX. EL
25	13+22.99	12.85' L	69.06'	MATCH EX. EL

NOTES:

- SLOPES HOLD OVER ELEVATIONS.
- TFC IS THE TOP FACE OF CURB. FL IS THE FLOWLINE.
FG IS THE FINISH GRADE OF WALK. SEE SHEET
C2048.04-800 FOR CURB DETAILS.

NO.	DATE	BY	APPD.	REVISIONS	
		CHK.			

AEM	03/01/24
DESIGNED	DATE
BAQ	03/01/24
DRAWN	DATE
JABE	08/07/24
CHECKED	DATE
APPROVED	DATE

60% DESIGN



TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON



DAVID EVANS
AND ASSOCIATES INC.
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663



ENGINEERING & CONSTRUCTION
DIVISION
101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

SUBMITTED: JENNA HOPKINS

DATE: 08/29/2024

APPROVED: _____

DATE: _____

OREGON CITY TRANSIT CENTER TC IMPROVEMENTS CIVIL CURB RAMP DETAILS				
SCALE:	1" = 5'	DRAWING NO.:	C2048.04-700	CONTRACT NO.:
			RC230177ZC	SHEET NO.:
				20 of 109

C:\p\work\daa22\dms41846\C2048_04-700-705.dwg Aug. 28, 2024 - 10:43 AM brandy quach
Plot Date 8/28/2024 11:57 AM brandy quach

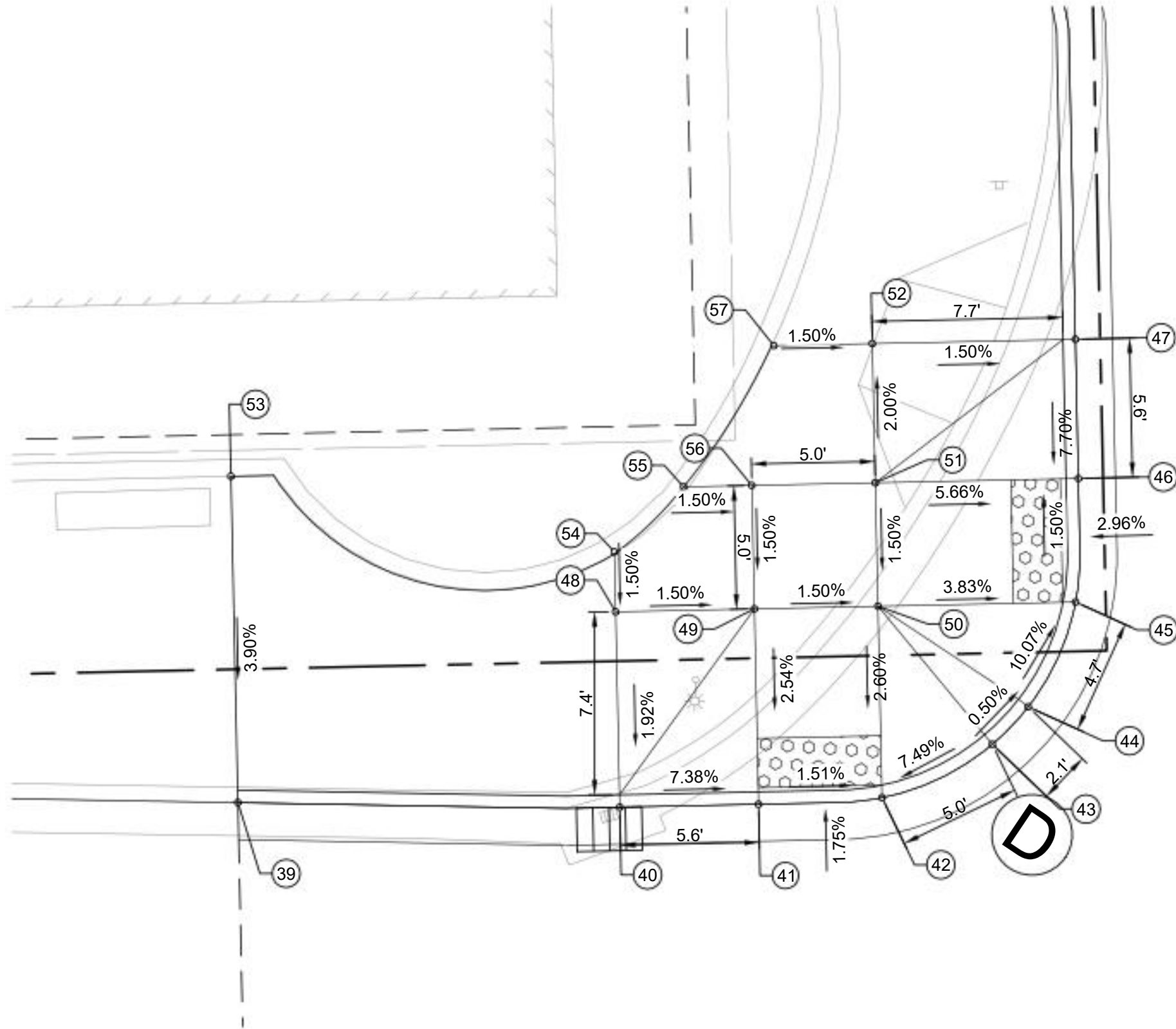


GRADING TABLE				
Point #	"OC_11TH_ST_FL" ALIGNMENT STATION	OFFSET	ELEVATION	NOTE
26	31+30.30	0.00'	67.20'	TFC = 67.20'
27	31+24.65	0.00'	67.12'	TFC = 67.12'
28	31+18.94	0.00'	67.04'	TFC = 67.62'
29	30+93.90	0.00'	67.19'	TFC = 67.69'
30	31+34.76	5.23' R	67.54'	TFC = 67.54'
31	31+29.70	8.33' R	67.47'	
32	31+38.81	8.83' R	67.62'	
33	31+34.23	12.29' R	67.54'	
34	31+54.01	3.91' R	67.73'	
35	31+66.99	6.14' R	67.54'	MATCH EXIST. EL
36	31+65.79	13.45' R	67.52'	MATCH EXIST. EL
37	30+93.90	6.13' R	65.91'	MATCH EXIST. EL
38	30+95.98	15.51' R	65.99'	MATCH EXIST. EL

- NOTES:
- SLOPES HOLD OVER ELEVATIONS.
 - TFC IS THE TOP FACE OF CURB. FL IS THE FLOWLINE.
FG IS THE FINISH GRADE OF WALK. SEE SHEET
C2048.04-800 FOR CURB DETAILS.

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Plot Date 8/28/2024 11:57 AM brandy quach

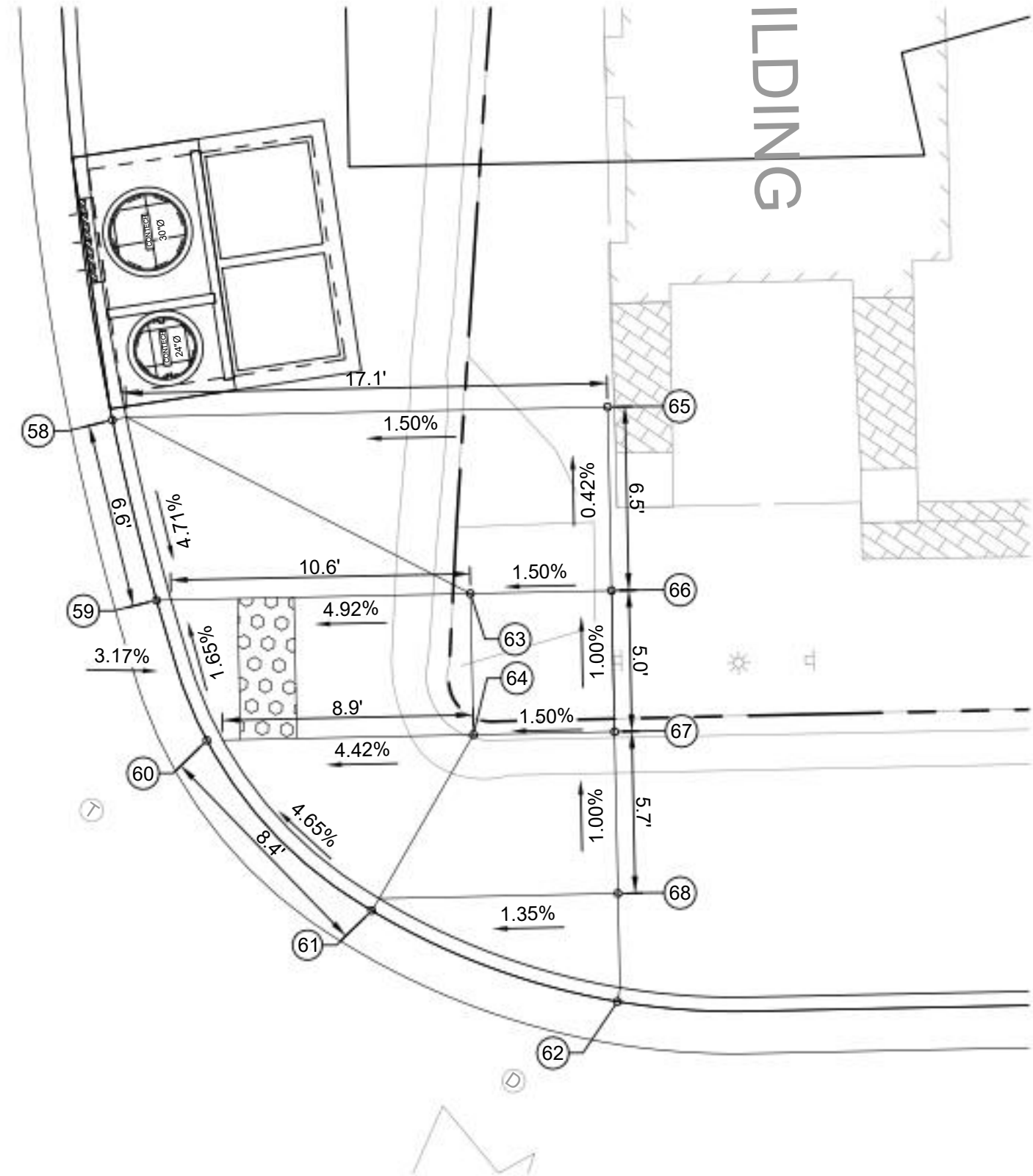


CURB RAMP 3 & 4
PLAN

1" = 5'

GRADING TABLE				
Point #	"OC_MOSS_ST_FL" ALIGNMENT STATION	OFFSET	ELEVATION	NOTE
39	11+11.89	0.00'	66.50'	MATCH EXIST. FL
40	11+27.35	0.00'	65.92'	TFC = 66.42'
41	11+32.97	0.00'	66.01'	TFC = 66.01'
42	11+37.98	0.00'	65.93'	TFC = 65.93'
43	11+42.99	0.00'	66.03'	TFC = 66.28'
44	11+45.10	0.00'	66.02'	TFC = 66.27'
45	11+49.79	0.00'	65.83'	TFC = 65.83'
46	11+54.81	0.00'	65.76'	TFC = 65.76'
47	11+60.44	0.00'	65.69'	TFC = 66.19'
48	11+27.35	7.91' L	66.28'	

GRADING TABLE				
Point #	"OC_MOSS_ST_FL" ALIGNMENT STATION	OFFSET	ELEVATION	NOTE
49	11+32.97	7.91' L	66.19'	
50	11+43.25	7.26' L	66.12'	
51	11+54.81	8.22' L	66.19'	
52	11+60.44	8.22' L	66.31'	
53	11+11.38	13.21' L	67.39'	MATCH EXIST. EL
54	11+27.35	10.34' L	66.33'	
55	11+30.21	12.91' L	66.31'	
56	11+32.97	12.91' L	66.27'	
57	11+60.44	12.21' L	66.37'	



CURB RAMP 5
PLAN

1" = 5'

GRADING TABLE				
Point #	"OC_ISLAND_FL" ALIGNMENT STATION	OFFSET	ELEVATION	NOTE
58	21+86.82	0.00'	64.33'	TFC = 64.83'
59	21+80.24	0.00'	64.52'	TFC = 64.52'
60	21+74.95	0.00'	64.60'	TFC = 64.60'
61	21+66.44	0.00'	64.62'	TFC = 65.12'
62	21+57.10	0.00'	64.47'	TFC = 64.97'
63	21+75.72	10.68' R	65.04'	
64	21+66.62	7.20' R	64.99'	
65	21+82.99	17.22' R	65.18'	
66	21+63.16	14.00' R	65.11'	
67	21+59.82	9.32' R	65.06'	
68	21+57.84	3.77' R	65.01'	

- NOTES:
- SLOPES HOLD OVER ELEVATIONS.
 - TFC IS THE TOP FACE OF CURB. FL IS THE FLOWLINE.
FG IS THE FINISH GRADE OF WALK. SEE SHEET
C2048.04-800 FOR CURB DETAILS.

NO.	DATE	BY	APPD.	REVISIONS
		CHK.		

AEM	03/01/24
DESIGNED	DATE
BAQ	03/01/24
DRAWN	DATE
JABE	08/07/24
CHECKED	DATE
APPROVED	DATE

60% DESIGN

DAVID EVANS AND ASSOCIATES INC.

2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

TRI-COUNTY MET

ENGINEERING & CONSTRUCTION DIVISION
101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

OREGON CITY TRANSIT CENTER
TC IMPROVEMENTS
CIVIL
CURB RAMP DETAILS

SUBMITTED: JENNA HOPKINS
DATE: 08/29/2024

APPROVED: _____
DATE: _____

SCALE: 1" = 5'

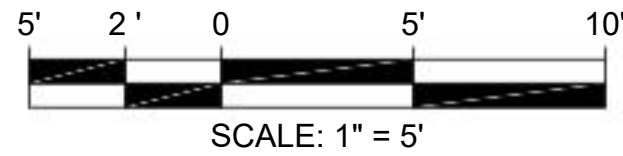
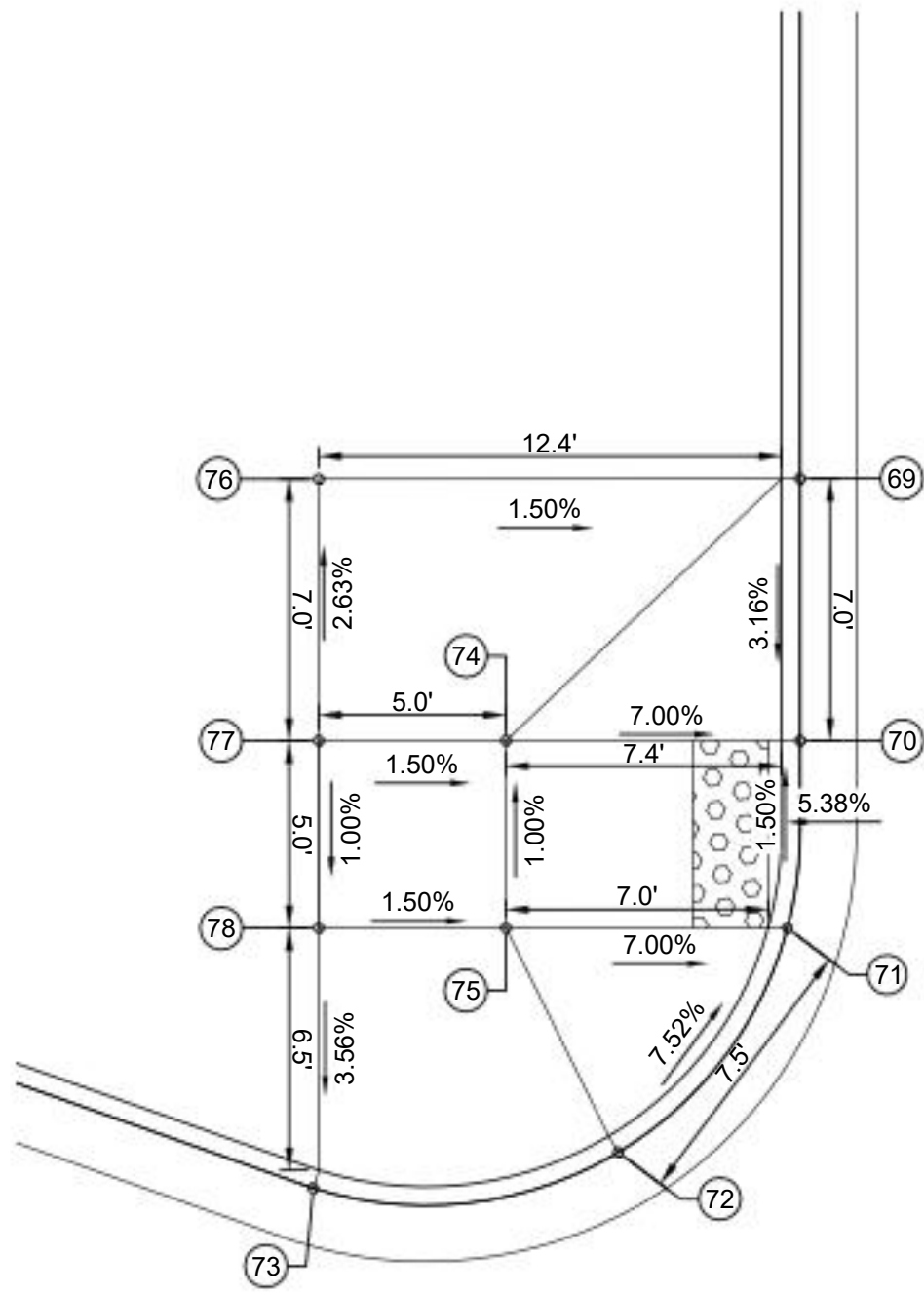
DRAWING NO.: C2048.04-702

CONTRACT NO.: RC230177ZC

SHEET NO.: 22 of 109

Page 43 of 340

C:\pwwork\da22\dms41846\C2048_04-700-705.dwg Aug. 28, 2024 - 10:43 AM brandy quach
Plot Date 8/28/2024 11:57 AM brandy quach



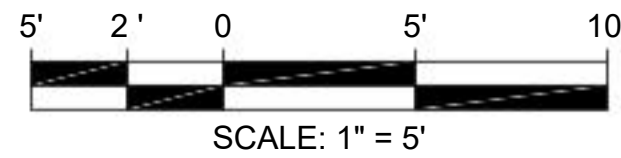
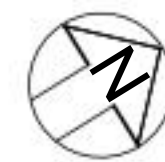
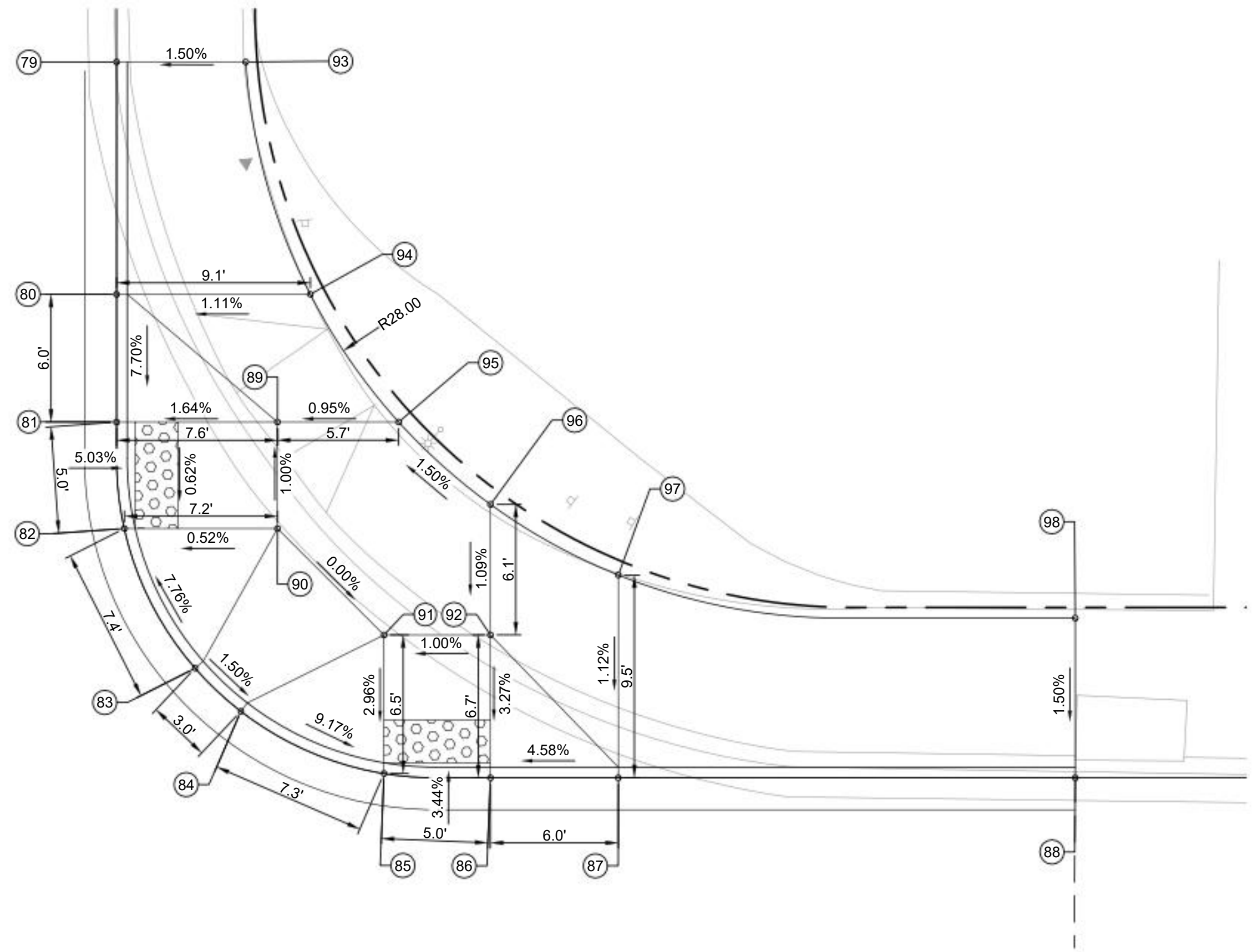
CURB RAMP 6
PLAN

1

GRADING TABLE				
Point #	"OC_ISLAND_FL" ALIGNMENT STATION	OFFSET	ELEVATION	NOTE
69	20+70.63	0.00'	61.37'	TFC = 61.87'
70	20+77.63	0.00'	61.65'	TFC = 61.65'
71	20+82.66	0.00'	61.72'	TFC = 61.72'
72	20+90.35	0.00'	61.76'	TFC = 62.26'
73	20+98.81	0.00'	62.02'	TFC = 62.52'
74	20+77.64	7.86' R	62.16'	
75	20+88.85	6.64' R	62.21'	
76	20+70.64	12.86' R	62.06'	
77	21+02.65	11.31' R	62.24'	
78	21+00.99	6.60' R	62.29'	

NOTES:

- SLOPES HOLD OVER ELEVATIONS.
- TFC IS THE TOP FACE OF CURB. FL IS THE FLOWLINE.
FG IS THE FINISH GRADE OF WALK. SEE SHEET
C2048.04-800 FOR CURB DETAILS.



CURB RAMP 7 & 8
PLAN

2

GRADING TABLE				
Point #	"OC_11TH_& MAIN_NW_CR_FL" ALIGNMENT STATION	OFFSET	ELEVATION	NOTE
79	40+09.59	0.00'	60.84'	MATCH EXIST. FL
80	40+20.50	0.00'	60.71'	TFC = 61.21'
81	40+26.50	0.00'	60.74'	TFC = 60.74'
82	40+31.53	0.00'	60.77'	TFC = 60.77'
83	40+38.96	0.00'	60.82'	TFC = 61.32'
84	40+41.92	0.00'	60.78'	TFC = 61.28'
85	40+49.31	0.00'	60.63'	TFC = 60.63'
86	40+54.33	0.00'	60.56'	TFC = 60.56'
87	40+60.33	0.00'	60.33'	TFC = 60.83'
88	40+81.78	0.00'	59.51'	MATCH EXIST. EL
89	40+26.50	7.55' L	60.86'	
90	40+34.45	6.86' L	60.81'	

GRADING TABLE				
Point #	"OC_11TH_& MAIN_NW_CR_FL" ALIGNMENT STATION	OFFSET	ELEVATION	NOTE
91	40+47.47	6.35' L	60.81'	
92	40+54.33	6.71' L	60.76'	
93	40+09.59	6.06' L	61.15'	MATCH EXIST. EL
94	40+20.50	9.09' L	61.11'	
95	40+26.50	13.24' L	60.91'	
96	40+54.33	12.84' L	60.83'	
97	40+60.33	9.52' L	60.73'	
98	40+81.78	7.50' L	60.11'	MATCH EXIST.

NO.	DATE	BY	APPD.	REVISIONS
		CHK.		

AEM	03/01/24
DESIGNED	DATE
BAQ	03/01/24
DRAWN	DATE
JABE	08/07/24
CHECKED	DATE
APPROVED	DATE

60% DESIGN



TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON



DAVID EVANS
AND ASSOCIATES INC.
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663



ENGINEERING & CONSTRUCTION
DIVISION
101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

SUBMITTED:

JENNA HOPKINS
JENNAPHORI

DATE:

08/29/2024

APPROVED:

DATE:

SCALE:

1" = 5'

DRAWING NO.:

C2048.04-703

CONTRACT NO.:

RC230177ZC

SHEET NO.:

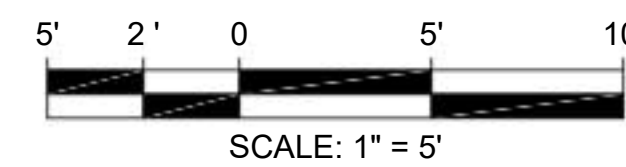
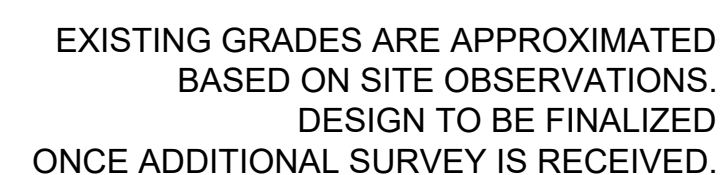
23 of 109



9



S:
LOPES HOLD OVER ELEVATIONS.
FC IS THE TOP FACE OF CURB. FL IS THE FLOWLINE.
IS THE FINISH GRADE OF WALK. SEE SHEET
2048.04-800 FOR CURB DETAILS.

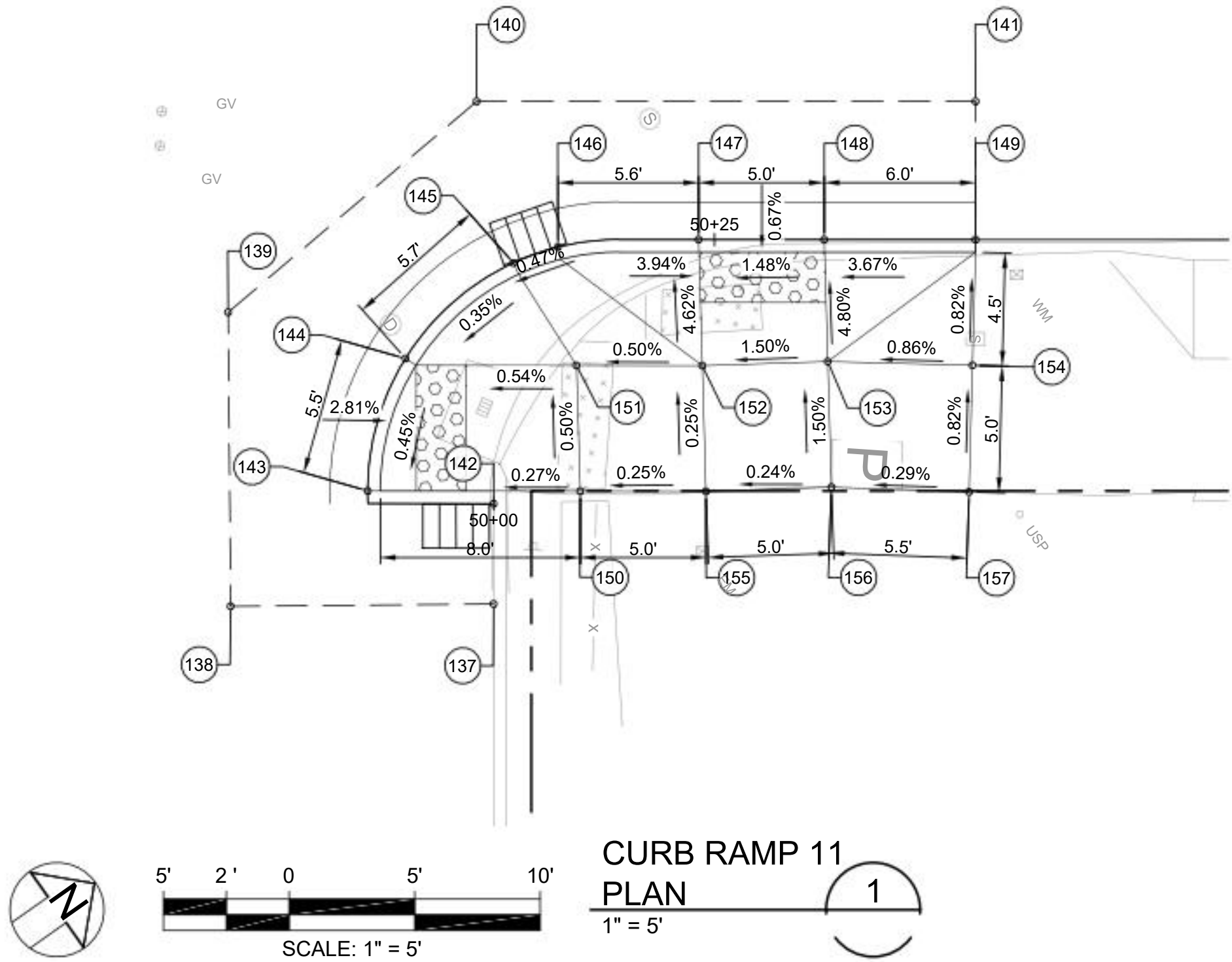


A horizontal number line with a tick mark labeled 2. Above the tick mark is a semi-circular arc, and below it is a semi-circular arc.

128	60+48.37	0.00'	62.73'	MATCH EXIST. P
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C:\p\work\da22\da22.dwg 04-700-705.dwg Aug. 28, 2024 - 10:43 AM brandy quach
Plot Date 8/28/2024 11:59 AM brandy quach



GRADING TABLE				
Point #	"OC_11TH & MAIN_SE_CR_FL" ALIGNMENT STATION	OFFSET	ELEVATION	NOTE
137	50+00.00	3.98' L	61.50'	MATCH EXIST EL.
138	50+05.00	6.83' L	61.81'	MATCH EXIST EL.
139	50+09.78	7.11' L	61.26'	MATCH EXIST EL.
140	50+17.70	6.51' L	61.13'	MATCH EXIST EL.
141	50+35.39	5.50' L	60.67'	MATCH EXIST EL.
142	50+00.00	0.00'	61.17'	MATCH EXIST, FL
143	50+05.50	0.00'	61.11'	TFC = 61.61', TBC = 61.11'
144	50+11.04	0.00'	61.07'	TFC = 61.07'
145	50+16.86	0.00'	60.84'	TFC = 61.09'
146	50+18.74	0.00'	60.85'	TFC = 61.10'
147	50+24.37	0.00'	60.92'	TFC = 60.92'
148	50+29.37	0.00'	60.85'	TFC = 60.85'
149	50+35.39	0.00'	60.57'	MATCH EXIST, FL
150	50+05.54	8.46' R	61.13'	
151	50+17.93	4.73' R	61.11'	
152	50+24.51	5.02' R	61.13'	
153	50+29.51	4.85' R	61.06'	
154	50+35.27	5.00' R	61.11'	MATCH EXIST EL.
155	50+24.66	10.02' R	61.15'	
156	50+29.66	9.85' R	61.13'	
157	50+35.13	10.05' R	61.15'	MATCH EXIST EL.

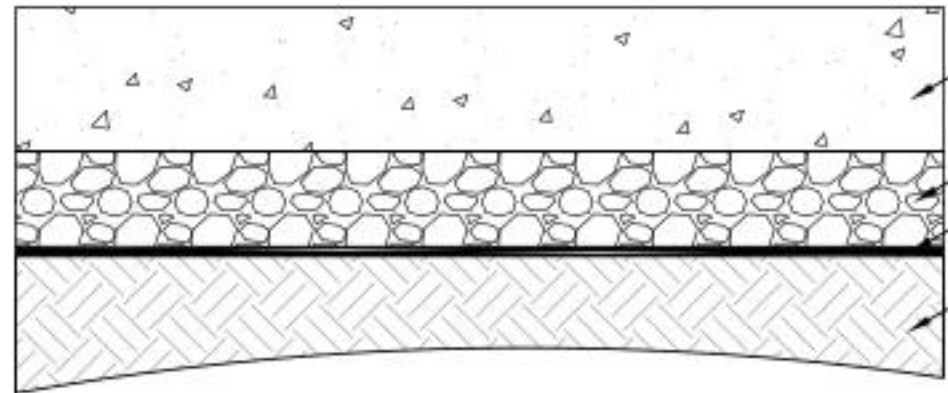
NOTES:

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FG IS THE FINISH GRADE OF WALK. SEE SHEET
C2048.04-800 FOR CURB DETAILS.

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A B C D E F G H

1
2
3
4
5



NOTE: PAVEMENT SECTION BASED ON HISTORICAL DATA. SECTION SUBJECT TO CHANGE PENDING SUBSURFACE EXPLORATIONS.

PORTLAND CEMENT CONCRETE PAVING

N.T.S.

1

TOP OF CURB TO MATCH EXISTING SIDEWALK ELEVATION

EXISTING CONCRETE SIDEWALK

SEE DETAIL 4, THIS SHEET

#4X18" DEFORMED STEEL TIE BARS @ 30" CENTERS

JOINT SEALANT RESERVOIR

10' BUS CONCRETE PAD

10" PCC 4000 PSI

SL. VARIES, SEE PLANS

12" AGGREGATE BASE

UNDISTURBED SUBGRADE

EXISTING ASPHALT CONCRETE

SAWCUT EXISTING PAVEMENT

24" DOWEL, 1" DIA @ 30" O.C.
N/A IF TRANSITION SLAB IS POURED CONTINUOUS WITH PAD

MATCH EXISTING ASPHALT CONCRETE SECTION IF GREATER THAN DESCRIBED HERE.

ROUGH FINISH

ACP WEARING COURSE
LEVEL 3, PG 64-22, 1/2" DENSE NOM. THKN. -2"

ACP BASE COURSE
LEVEL 3, PG 64-22, 1/2" DENSE NOM. THKN. -6" MAX. LIFT THKN -3"

AGGREGATE BASE
NOM. COMP. THKN. -14"

PORTLAND CEMENT CONCRETE PAVING,
SEE DETAIL 1 THIS SHEET

PORTLAND CEMENT CONCRETE PAVING PAY LIMITS

MATCH EXISTING ASPHALT CONCRETE SECTION IF GREATER THAN DESCRIBED HERE.

SAWCUT EXISTING PAVEMENT

ACP WEARING COURSE
LEVEL 3, PG 64-22, 1/2" DENSE NOM. THKN. -2"

ACP BASE COURSE
LEVEL 3, PG 64-22, 1/2" DENSE NOM. THKN. -6" MAX. LIFT THKN -3"

AGGREGATE BASE
NOM. COMP. THKN. -14"

CONCRETE TRANSITION SLAB

N.T.S.

3

CONCRETE BUS PAD, SEE DETAIL 2 THIS SHEET

FACE OF CURB
STREET WIDTH

1" BATTER

1" BATTER

1" RADIUS

1" R

9" OR 10", SEE PLANS

MODIFIED CURB AND GUTTER

N.T.S.

AGGREGATE BASE

NOTE:

1. SEE OREGON CITY STD DWG NO. 511, MONOLITHIC CURB AND GUTTER FOR GENERAL NOTES AND DETAILS NOT SHOWN.

C:\pwworkspace\22dms41846\C2048_04-800-805.dwg Aug. 27, 2024 - 2:26 PM brandy quach
Plot Date 8/28/2024 3:23 AM brandy quach

NO.	DATE	BY	APPD.	REVISIONS	
		CHK.			

AEH	03/01/24
DESIGNED	DATE
IES	03/01/24
DRAWN	DATE
JABE	08/06/24
CHECKED	DATE
APPROVED	DATE

60% DESIGN



TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON



DAVID EVANS
AND ASSOCIATES INC.
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663



ENGINEERING & CONSTRUCTION
DIVISION
101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

SUBMITTED:

JENNA HOPKINS
JENNATORI

DATE:

08/29/2024

APPROVED:

DATE:

SCALE:

DRAWING NO.:

C2048.04-800

CONTRACT NO.:

RC230177ZC

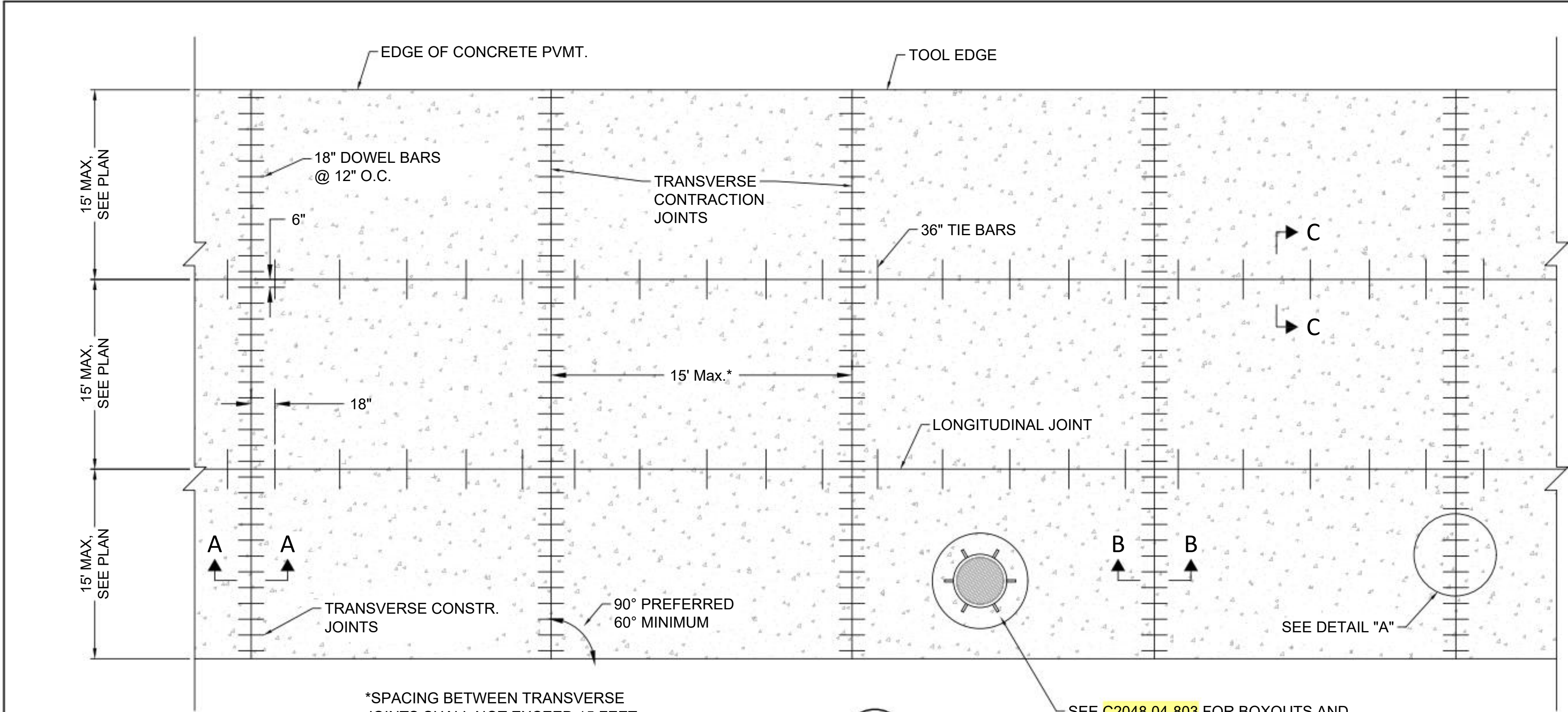
SHEET NO.:

26 of 109

OREGON CITY TRANSIT CENTER
TC IMPROVEMENTS
CIVIL
CIVIL DETAILS

NTS

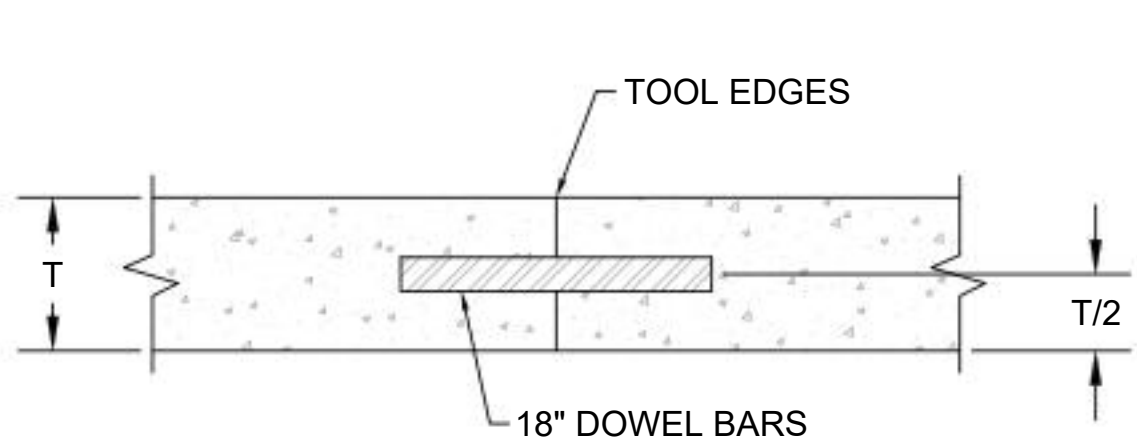
C:\pwworkspace\22dms41846\C2048_04-800-805.dwg Aug. 27, 2024 - 2:26 PM brandy quach
Plot Date 8/28/2024 3:23 AM brandy quach



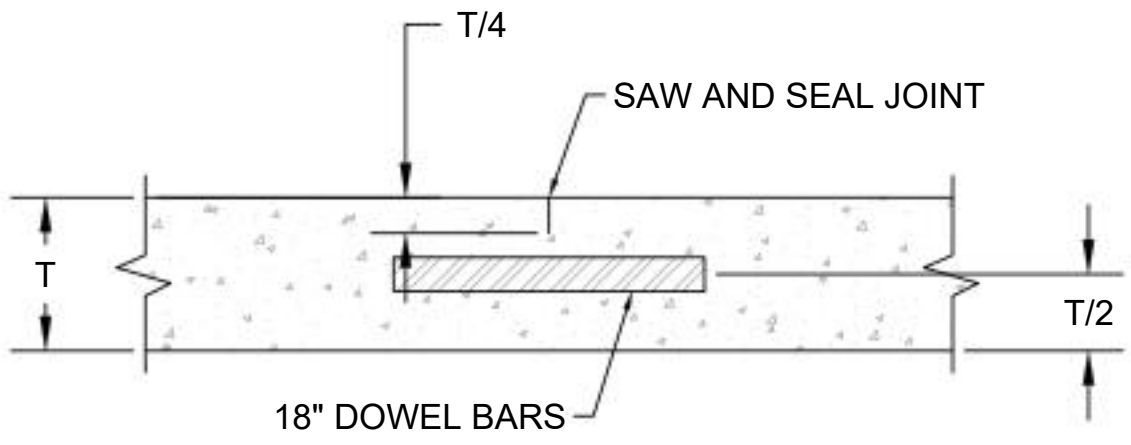
*SPACING BETWEEN TRANSVERSE JOINTS SHALL NOT EXCEED 15 FEET OR 24 X THE SLAB THICKNESS ON UNBOUND BASE OR 21 X SLAB THICKNESS ON STABILIZED BASE.

PLAN
N.T.S.

SEE C2048.04-803 FOR BOXOUTS AND REINFORCEMENT AT MANHOLES AND INLETS

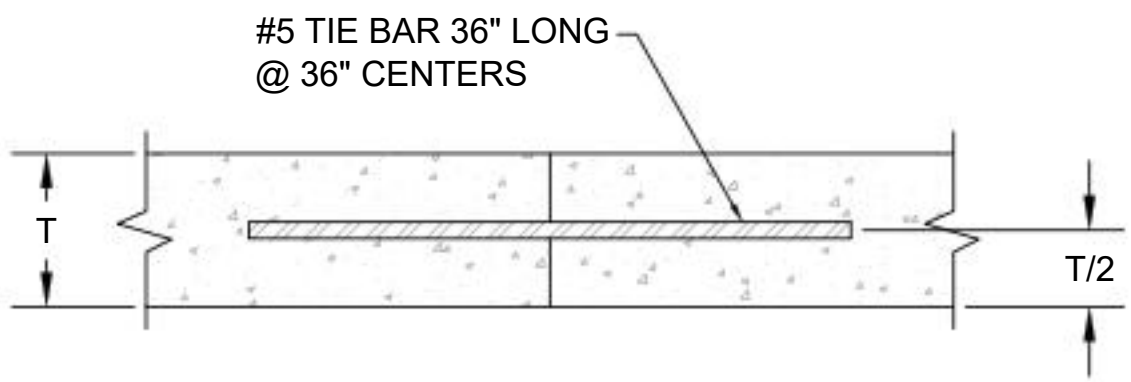


CONSTRUCTION JOINT
N.T.S.

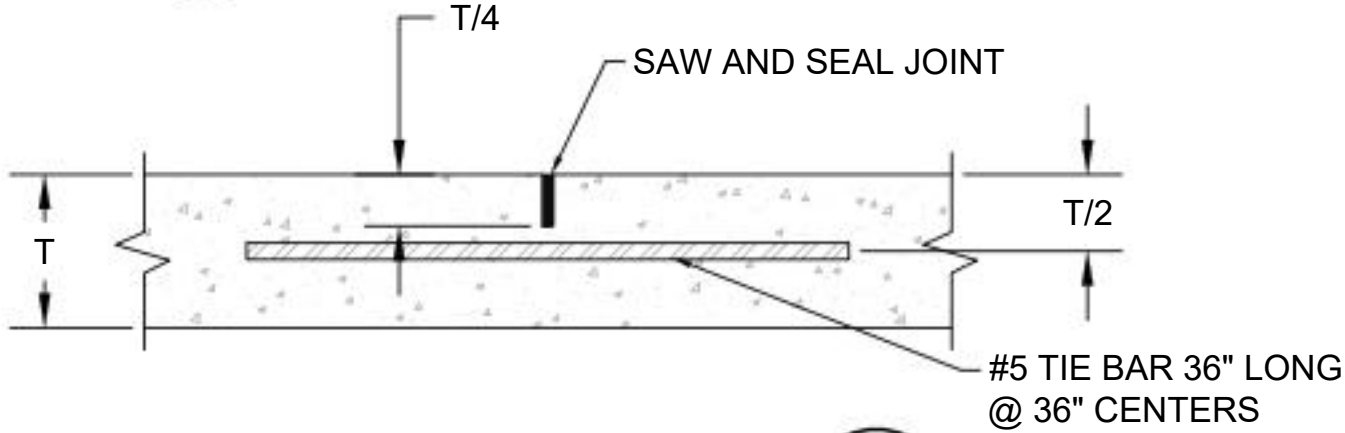


CONTRACTION JOINT
N.T.S.

TRANSVERSE JOINT
N.T.S.

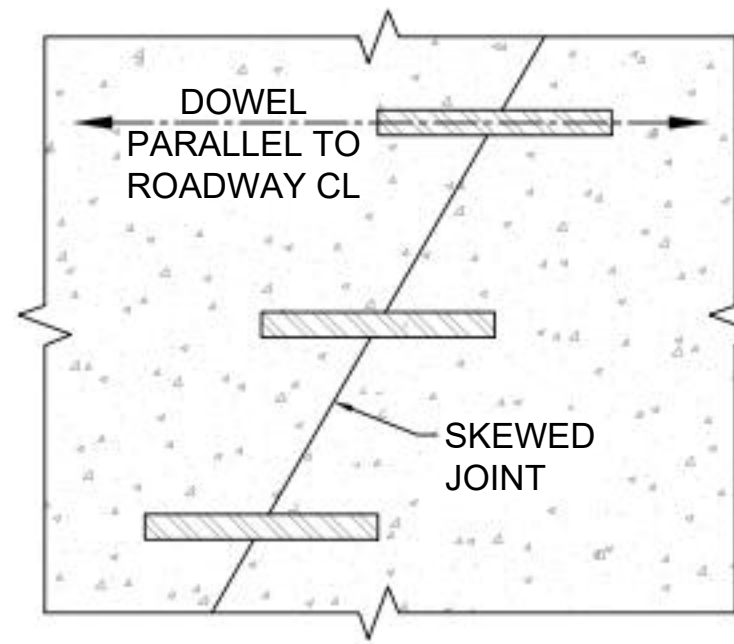


CONTACT JOINT
N.T.S.

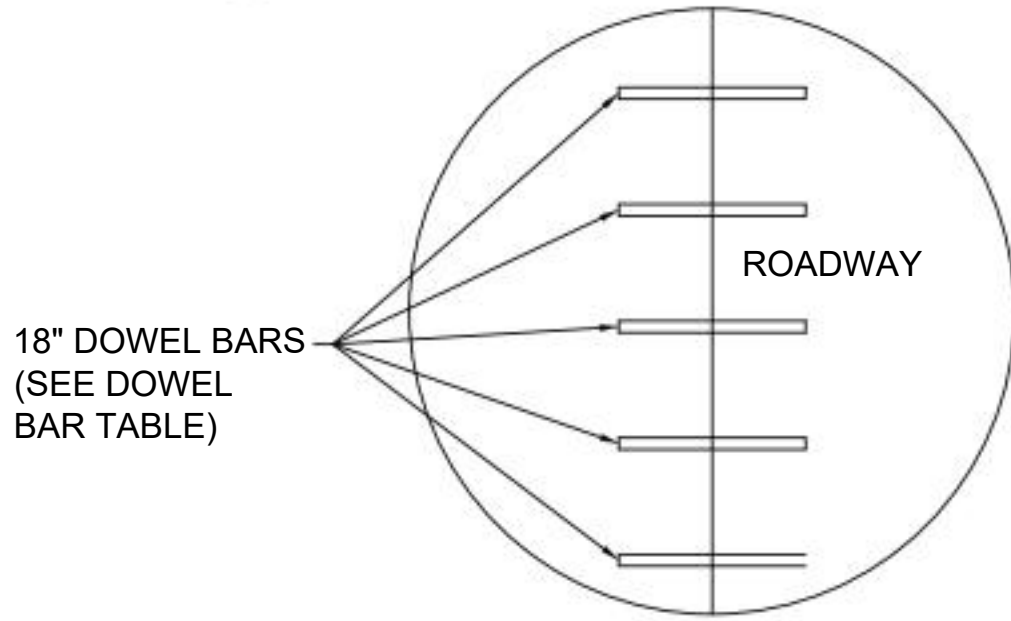


WEAKENED PLANE JOINT
N.T.S.

LONGITUDINAL JOINT
N.T.S.



DOWEL AT SKEWED JOINT
N.T.S.



DETAIL
N.T.S.

NOTES:

1. INSTALL TIE BARS ALONG LONGITUDINAL JOINTS BETWEEN CONCRETE PANELS. TIE BARS ARE NOT INSTALLED BETWEEN CONCRETE PAVEMENT AND ACP PAVEMENT.
2. CENTER TIE BARS AND DOWEL BARS ON JOINT.
3. IF THE TIME FRAME DESIGNATED FOR OPENING TRAFFIC IS LESS THAN 72 HOURS AFTER CONCRETE PLACEMENT, PROVIDE CLASS HES4000 - 1½ CONCRETE DESIGNED TO ATTAIN A MINIMUM AVERAGE COMPRESSIVE STRENGTH OF 3,000 PSI PRIOR TO ALLOWING TRAFFIC ON THE CONCRETE. OTHERWISE FURNISH CLASS 4000 - 1½ PAVING CONCRETE.
4. NEW INTERIOR LONGITUDINAL AND TRANSVERSE JOINTS SHALL BE SAWCUT AS SOON AS THE CONCRETE HAS SET ENOUGH TO ALLOW SAWING WITHOUT TEARING OR RAVELING.
5. THE NEW SAW CUT TRANSVERSE AND LONGITUDINAL JOINTS SHALL BE FILLED WITH POURED RUBBER-ASPHALT JOINT FILLER. THE SAW CUT JOINT SHALL BE FLUSHED WITH WATER, VACUUMED TO REMOVE CEMENT SLURRY AND DRIED BEFORE INSTALLING THE JOINT FILLER.
6. IRREGULARLY SHAPED PANELS, RECTANGULAR PANELS WITH AN ASPECT RATIO EXCEEDING 1:1.25, AND PANELS CONTAINING MORE THAN ONE UTILITY STRUCTURE (SUCH AS MANHOLES, VALVES, ETC.) SHALL BE REINFORCED. SEE REINFORCEMENT GRID DETAILS THIS SHEET.
7. ALL TIE BARS AND DOWEL BARS SHALL BE GRADE 60 STEEL AND SHALL BE SMOOTH, EPOXY COATED, CIRCULAR, AND GREASED.

NO.	DATE	BY	APPD.	REVISIONS	
		CHK.			

AEH	03/01/24
DESIGNED	DATE
IES	03/01/24
DRAWN	DATE
JABE	08/06/24
CHECKED	DATE
APPROVED	DATE

60% DESIGN



TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON



DAVID EVANS
AND ASSOCIATES INC.
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663



ENGINEERING & CONSTRUCTION
DIVISION
101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

SUBMITTED:

JENNA HOPKINS
JENNAPHORI

DATE:

08/29/2024

APPROVED:

DATE:

SCALE:

DRAWING NO.:

C2048.04-801

CONTRACT NO.:

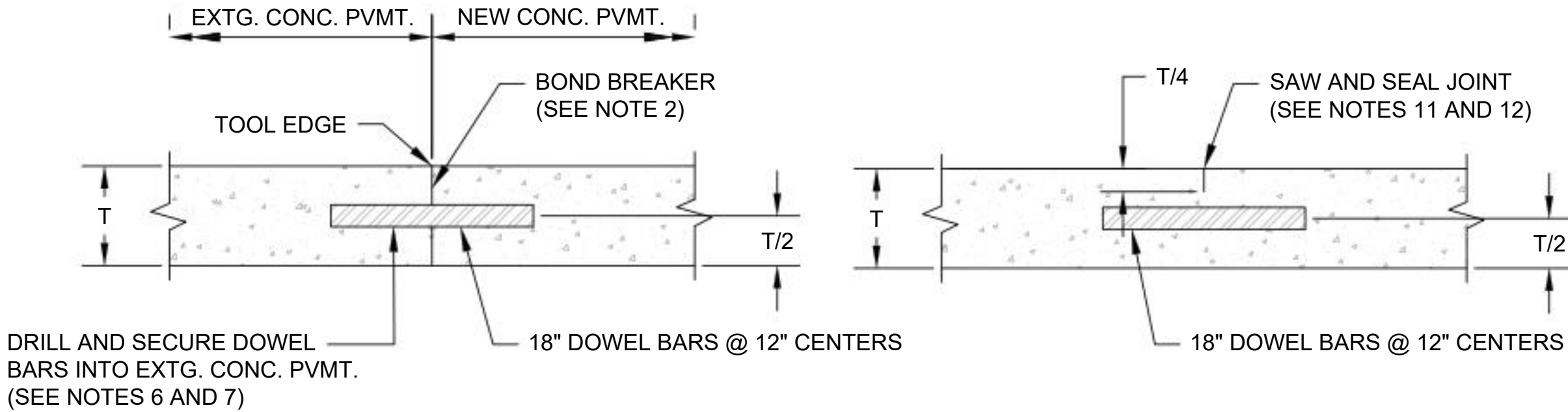
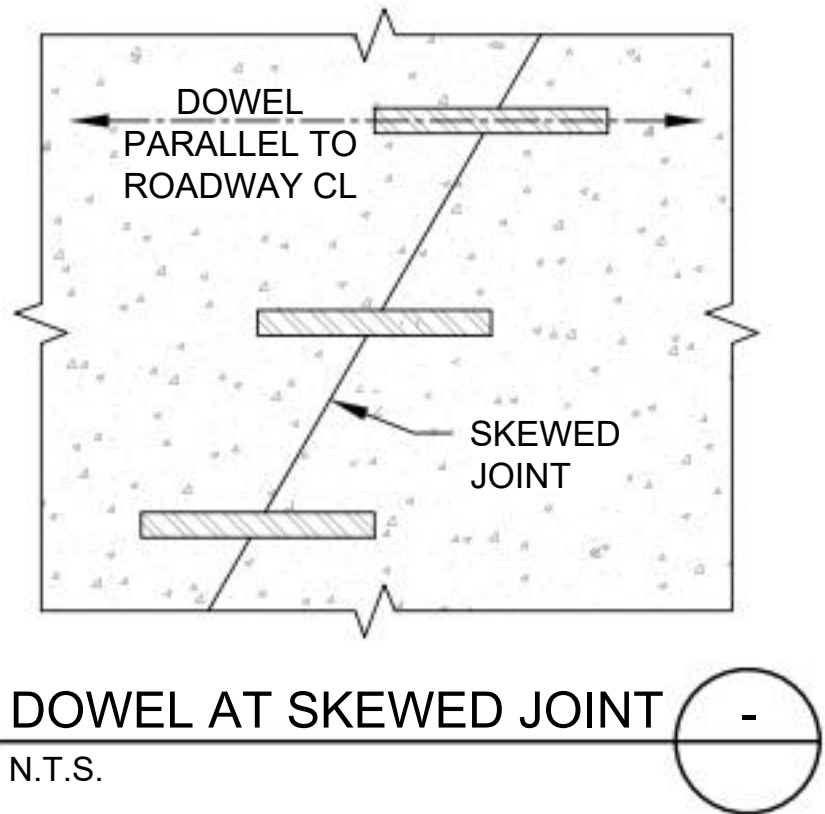
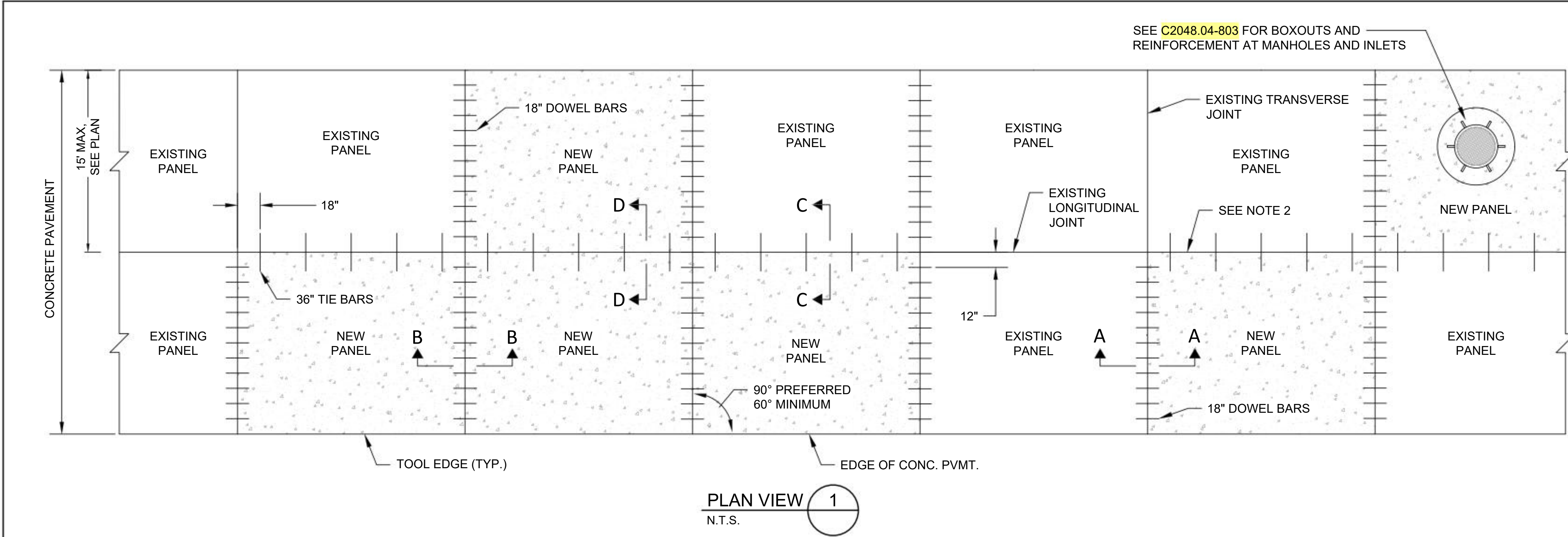
RC230177ZC

SHEET NO.:

27 of 109

OREGON CITY TRANSIT CENTER
TC IMPROVEMENTS
CIVIL
CIVIL DETAILS

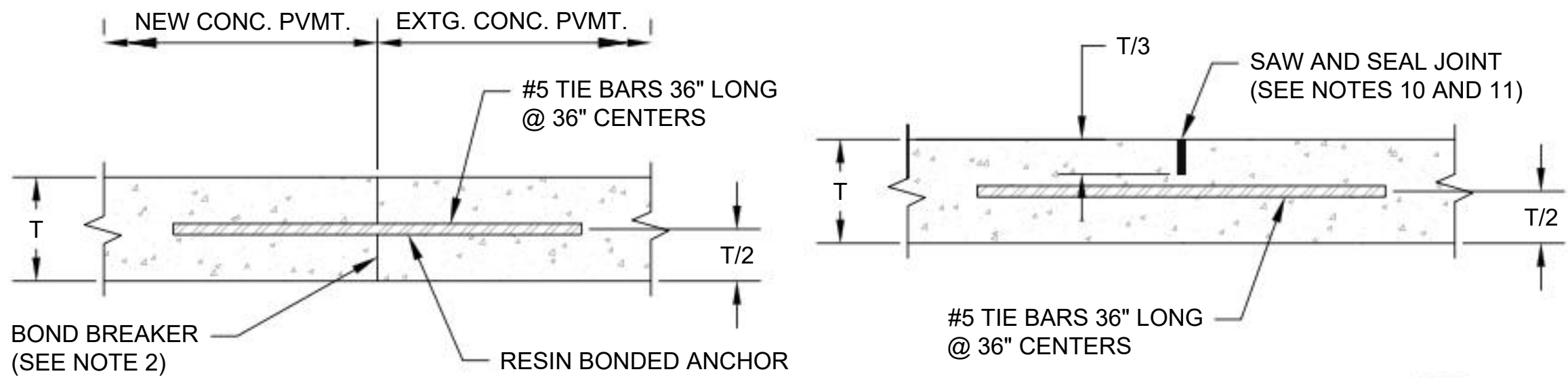
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Plot Date 8/28/2024 3:23 AM brandy quach



CONSTRUCTION JOINT A
N.T.S.

CONTRACTION JOINT B
N.T.S.

TRANSVERSE JOINT 2
N.T.S.



CONTACT JOINT C
N.T.S.

WEAKENED PLANE JOINT D
N.T.S.

LONGITUDINAL JOINT 3
N.T.S.

NOTES:

1. INSTALL TIE BARS ALONG LONGITUDINAL JOINTS BETWEEN FULL PANEL REPLACEMENT AND EXISTING CONCRETE PAVEMENT. TIE BARS ARE NOT INSTALLED BETWEEN CONCRETE PAVEMENT AND ACP PAVEMENT.
2. PLACE 2 LAYERS OF #30 FELT BOND BREAKER MEETING THE REQUIREMENTS OF ASTM D226, TYPE II AT JOINTS BETWEEN PANEL REPLACEMENT AND EXISTING PANEL.
3. PLACE NEW DOWEL BARS BETWEEN ANY EXISTING (CUT) DOWEL BARS.
4. CENTER TIE BARS AND DOWEL BARS ON JOINT.
5. ANY REPAIR OF PCC PAVEMENT MUST BE A FULL PANEL REPLACEMENT.
6. DOWEL HOLES SHOULD BE $\frac{1}{16}$ INCH OVERSIZE IN DIAMETER AND 9 INCHES TO 9.5 INCHES DEEP FOR 18 INCH LONG SMOOTH DOWELS AND 18 INCHES TO 18.5 INCHES DEEP FOR 36 INCH LONG TIE BARS. A HAND HELD DRILL IS NOT ALLOWED.
7. FILL CLEAN DOWEL HOLE WITH QUICK-SET EPOXY GROUT COMPLYING WITH ASTM C 881 TYPES IV OR V, GRADE 3, CLASSES B & C, SUITABLE FOR ANCHORING SMOOTH DOWEL BARS IN HARDENED CONCRETE AND ON THE ODOT QPL. INSERT SMOOTH FULLY GREASED DOWELS WITH GROUT RETENTION RING INTO HOLE.
8. IF THE TIME FRAME DESIGNATED FOR OPENING TRAFFIC IS LESS THAN 72 HOURS AFTER CONCRETE PLACEMENT, PROVIDE CLASS HES4000 - $1\frac{1}{2}$ CONCRETE DESIGNED TO ATTAIN A MINIMUM AVERAGE COMPRESSIVE STRENGTH OF 3,000 PSI PRIOR TO ALLOWING TRAFFIC ON THE CONCRETE. OTHERWISE FURNISH CLASS 4000 - $1\frac{1}{2}$ PAVING CONCRETE.
9. NEW INTERIOR LONGITUDINAL AND TRANSVERSE JOINTS SHALL BE SAWCUT AS SOON AS THE CONCRETE HAS SET ENOUGH TO ALLOW SAWING WITHOUT TEARING OR RAVELING.
10. THE NEW SAW CUT TRANSVERSE AND LONGITUDINAL JOINTS SHALL BE FILLED WITH POURED RUBBER-ASPHALT JOINT FILLER. THE SAW CUT JOINT SHALL BE FLUSHED WITH WATER, VACUUMED TO REMOVE CEMENT SLURRY AND DRIED BEFORE INSTALLING THE JOINT FILLER.
11. IRREGULARLY SHAPED PANELS, RECTANGULAR PANELS WITH AN ASPECT RATIO EXCEEDING 1:1.25, AND PANELS CONTAINING MORE THAN ONE UTILITY STRUCTURE (SUCH AS MANHOLES, VALVES, ETC.) SHALL BE REINFORCED. SEE REINFORCEMENT GRID DETAILS THIS SHEET.
12. ALL TIE BARS AND DOWEL BARS SHALL BE GRADE 60 STEEL AND SHALL BE SMOOTH, EPOXY COATED, CIRCULAR, AND GREASED.

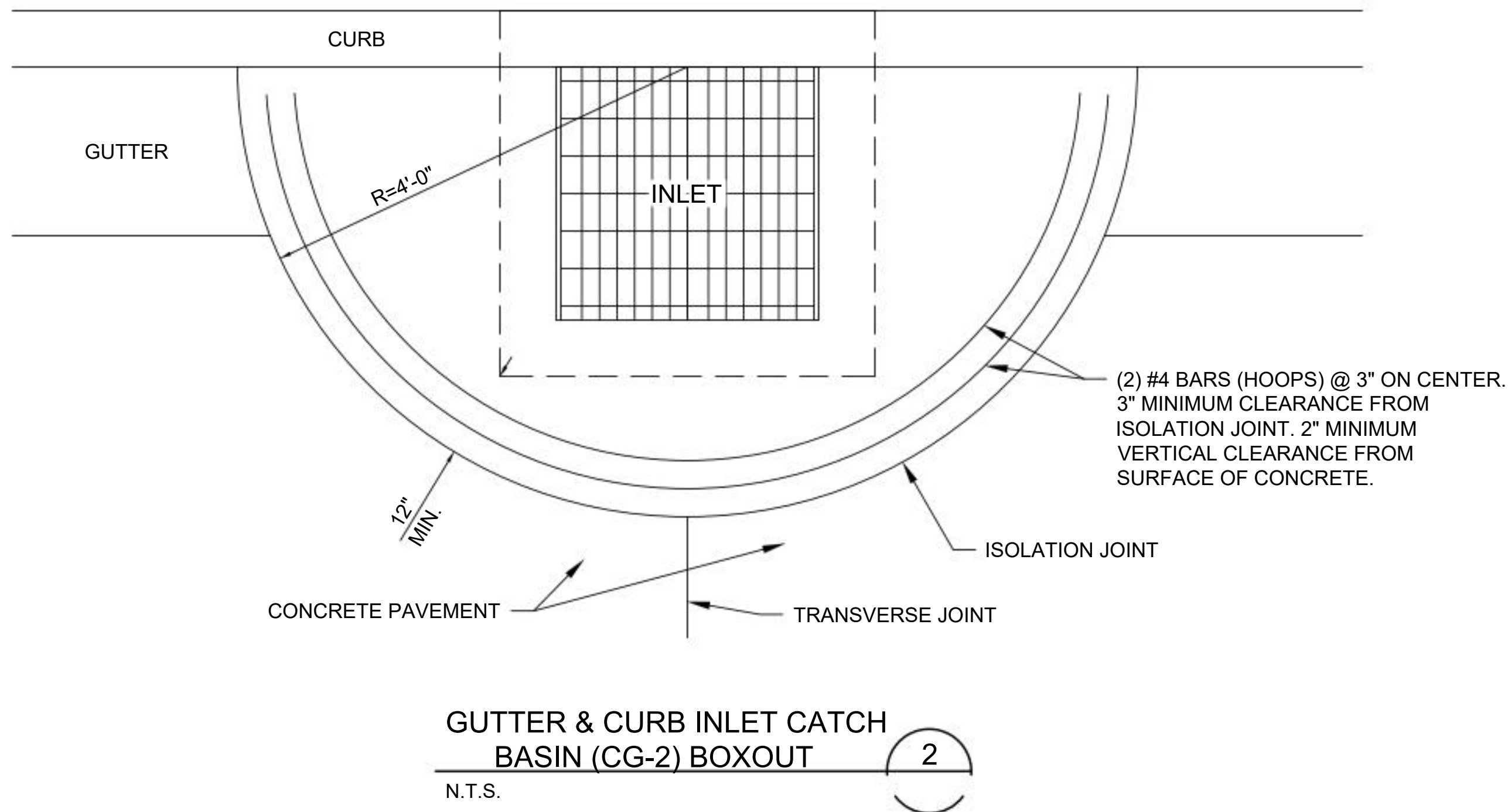
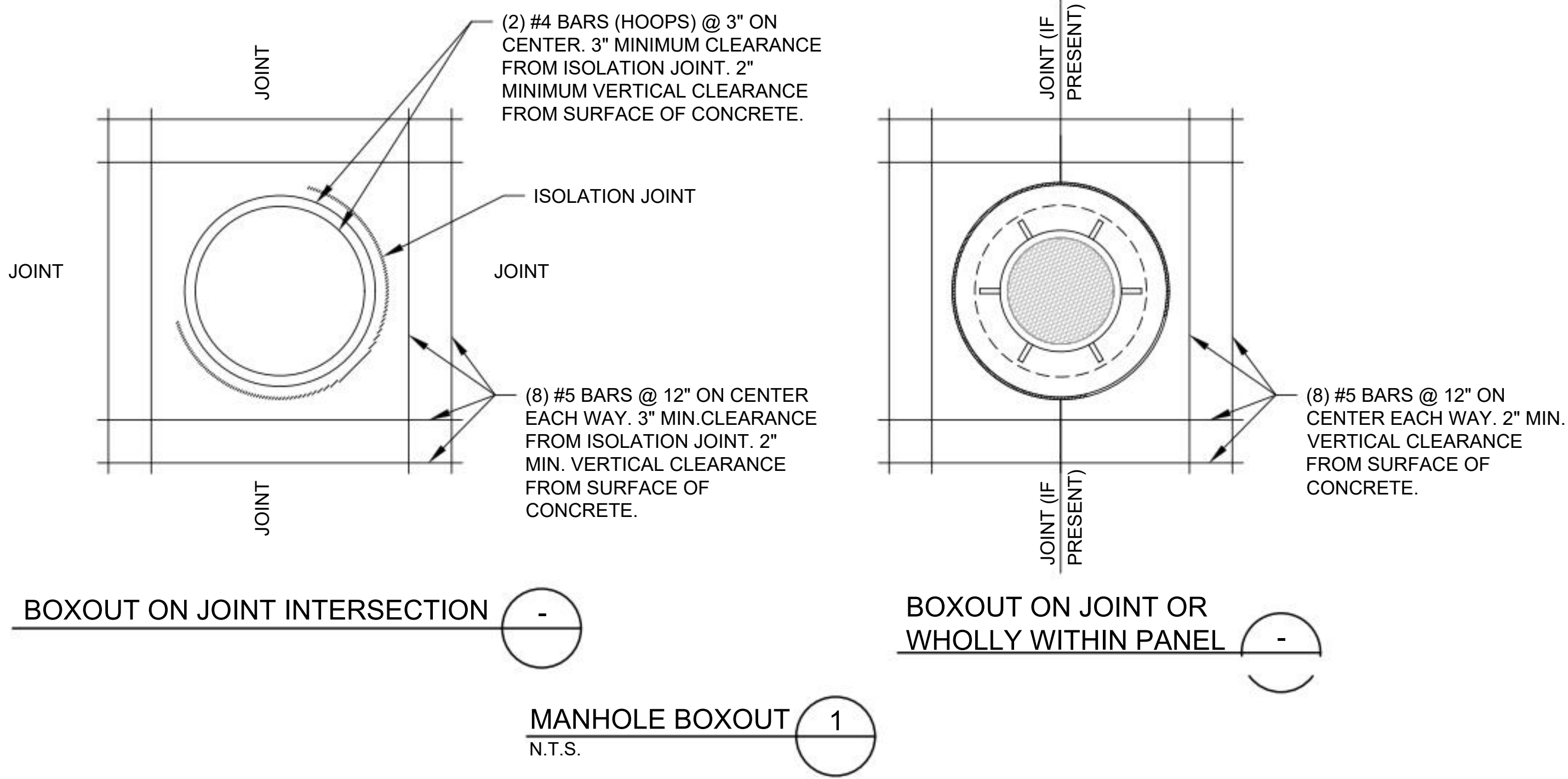
NO.	DATE	BY	APPD.	REVISIONS
		CHK.		

AEH	03/01/24
DESIGNED	DATE
IES	03/01/24
DRAWN	DATE
JABE	08/06/24
CHECKED	DATE
APPROVED	DATE

60% DESIGN

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON			OREGON CITY TRANSIT CENTER TC IMPROVEMENTS CIVIL CIVIL DETAILS			
				ENGINEERING & CONSTRUCTION DIVISION 101 SW MAIN ST., SUITE 700 PORTLAND, OREGON 97204		
SUBMITTED:	JENNA HOPKINS JENNAPHORI	DATE:	08/29/2024	APPROVED:		
SCALE:	NTS	DRAWING NO.:	C2048.04-802	CONTRACT NO.:	RC230177ZC	SHEET NO.:
						28 of 109

C:\pwwork\deas22\dms41846\C2048_04-800-805.dwg Aug. 27, 2024 - 2:26 PM brandy quach
Plot Date: 8/28/2024 3:23 AM brandy quach



- NOTES:
1. PLACE 2 LAYERS OF #30 FELT BOND BREAKER MEETING THE REQUIREMENTS OF ASTM D226, TYPE II AT ISOLATION JOINTS.
 2. LOCATE JOINT ON CENTER OF MANHOLE RIM WHEN POSSIBLE.

NO.	DATE	BY	APPD.	REVISIONS	
		CHK.			

AEH	03/01/24
DESIGNED	DATE
IES	03/01/24
DRAWN	DATE
JABE	08/06/24
CHECKED	DATE
APPROVED	DATE

60% DESIGN

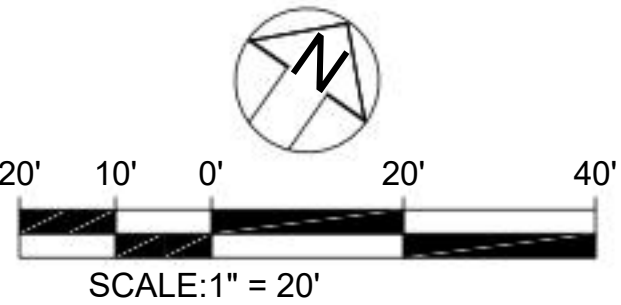
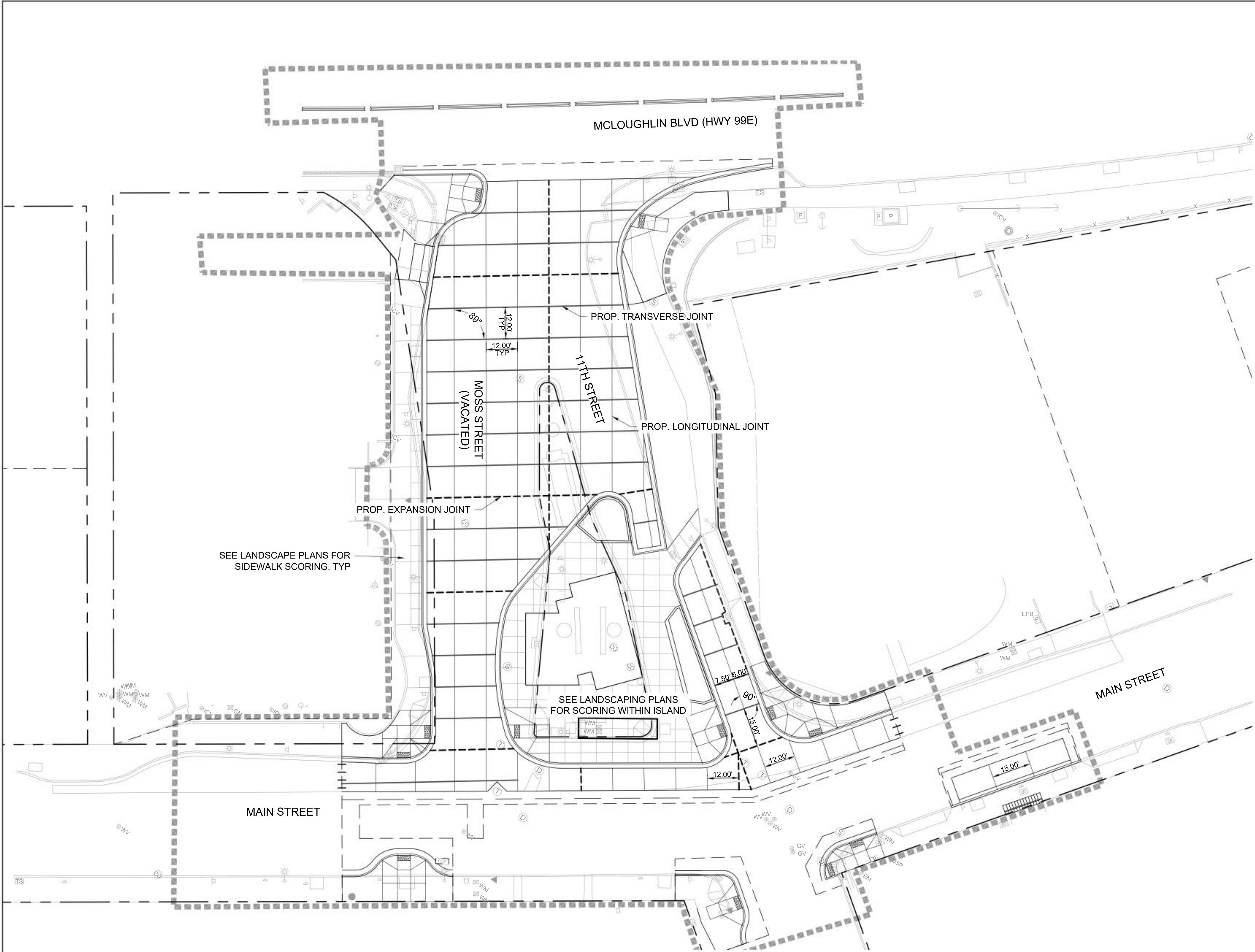
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

ENGINEERING & CONSTRUCTION
DIVISION
101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

SUBMITTED: JENNA HOPKINS
DATE: 08/29/2024
APPROVED: _____
DATE: _____

OREGON CITY TRANSIT CENTER TC IMPROVEMENTS CIVIL CIVIL DETAILS			
SCALE:	DRAWING NO.:	CONTRACT NO.:	SHEET NO.:
NTS	C2048.04-803	RC230177ZC	29 of 109

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Plot Date 8/28/2024 10:18 AM abigal magas



LEGEND:

- CONSTRUCTION LIMITS
- EXIST. LONGITUDINAL JOINT
- EXIST. TRANSVERSE JOINT
- EXIST. EXPANSION JOINT
- PROP. TRANSVERSE JOINT
- PROP. LONGITUDINAL JOINT
- PROP. EXPANSION JOINT

NOTES:

- SEE CIVIL SITE PLAN FOR PROPOSED PAVING LIMITS.
- SEE CIVIL DETAILS (C2048.04-800 SERIES) FOR JOINTING DETAILS.

NO.	DATE	BY	APPD.	REVISIONS
		CHK.		

AEM	03/01/24
DESIGNED	DATE
BAQ	03/01/24
DRAWN	DATE
JABE	08/06/24
CHECKED	DATE
APPROVED	DATE

60% DESIGN

 TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON		OREGON CITY TRANSIT CENTER TC IMPROVEMENTS CIVIL PCC PAVEMENT JOINTING PLAN													
 DAVID EVANS AND ASSOCIATES INC. 2100 S River Parkway, Suite 100 Portland Oregon 97201 Phone: 503.223.6663	TRI-COUNTY MET ENGINEERING & CONSTRUCTION DIVISION 101 SW MAIN ST., SUITE 700 PORTLAND, OREGON 97204														
SUBMITTED:	JENNA HOPKINS JENNATORI	DATE:	08/29/2024	APPROVED:		DATE:		SCALE:	1" = 20'	DRAWING NO.:	C2048.04-900	CONTRACT NO.:	RC230177ZC	SHEET NO.:	30 of 109

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Plot Date: 8/28/2024 10:50 AM, eric.thomas

Luminaire and Pole Schedule									
ID	Description	Type	Volts	Manufacturer/Model	Finish	Mounting	Lamp(s)	Driver/Ballast	Notes
SA1	Decorative Tear Drop Style Light (Memphis Style) Pole, Clamshell Base, Roadway Arm & Light Fixture per Oregon City Standard Detail 536C, See drawing no. T2048.04-202.	II	120-277	SEE OREGON CITY DETAIL 536C ON SHEET T2048.04-202	BLACK	Arm mounted (6' arm length).	4000k LEDs 6,000 Lumens	LED programmable dimmable driver located in the upper electrical housing.	Foundation per Oregon City Standard Detail 536B, see drawing no. T2048.04-202.
SA2	Decorative acorn style light Pole, Foundation & Light Fixture per Oregon City Standard Detail 536, see drawing no. T2048.04-202	V	120-277	SEE OREGON CITY DETAIL 536C ON SHEET T2048.04-202	BLACK	SEE OREGON CITY DETAIL 536C ON SHEET T2048.04-202	4000k LEDs, 4,692 lumens	Electric driver	

Lighting Analysis Results												
Location	Calc Type	Units	Target Light Levels				Achieved Light Levels					
			Avg (Horizontal)	Avg/Min	Max/Min	Avg (Vertical)	Avg (Horizontal)	Max	Min	Avg/Min	Max/Min	Avg (Vertical)
Pedestrian Area - East ***	Illuminance	Fc	0.5	≤ 5.0	N/A	0.2	1.0	2.5	0.3	1.6	N/A	0.9
Pedestrain Sidewalk - Median *	Illuminance	Fc	5.0	≤ 3.0	≤ 6.0	N/A	5.2	12.7	2.1	2.5	6.0	N/A
Pedestrian Area - West ***	Illuminance	Fc	0.5	≤ 5.0	N/A	0.2	0.9	1.8	0.2	4.6	N/A	0.8
Transit Center Roadway **	Illuminance	Fc	0.7	≤ 6.0	N/A	N/A	5.0	6.9	3.4	1.5	N/A	N/A
Oregon City Roadway **	Illuminance	Fc	0.7	≤ 6.0	N/A	N/A	1.0	5.4	0.3	3.23	N/A	N/A

* Target values from Trimet's Design Criteria Manual, Rev. 11.1; Table 27.3.A.2 for Bus Layover Areas at a Transit Center.
** Target values from Oregon City Street Design Standards, Table 9-2 for Local Road with Medium Pedestrian Conflict Area.
*** Target Values from RP-8, Table 11-2 for Medium Pedestrian Activity.

LEGEND

- PROPERTY LINE
- ISOLINE
- PROPOSED ORNAMENTAL ACORN STREET LIGHT
- PROPOSED ORNAMENTAL TEAR DROP STREET LIGHT
- JUNCTION BOX
- EXISTING STREET LIGHTS

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Plot Date: 8/28/2024 10:50 AM_eric.thomas



GENERAL NOTES:

1. SEE SITE ELECTRICAL PLANS FOR WIRING AND ELECTRICAL INFORMATION

CONSTRUCTION NOTES:

1. INSTALL 'SA1' (SEE LUMINAIRE SCHEDULE ON SHEET T2048.04-200) NEW TEAR DROP LIGHT, POLE AND FOUNDATION. SEE DETAILS ON T2048.04-202.
2. INSTALL 'SA2' (SEE LUMINAIRE SCHEDULE ON SHEET T2048.04-200) NEW ORNAMENTAL ACORN LIGHT, POLE AND FOUNDATION. SEE DETAILS ON T2048.04-202.
3. WALL MOUNTED BUILDING LIGHTS, SEE THE ELECTRICAL PLANS AND ARCHITECTURAL PLANS FOR DETAILS. SEE SHEETS E2048.04-210 & A2048.04-130.
4. INSTALL JUNCTION BOX PER OREGON CITY STANDARD DETAIL OC536A, SHEET T2048.04-202. SEE ELECTRICAL PLANS FOR LIGHTING CONDUIT DESIGN.
5. PROTECT EXISTING LIGHT IN PLACE.
6. REMOVE EXISTING LIGHT.
7. REMOVE AND RELOCATE EXISTING LIGHT AS SHOWN.

NO.	DATE	BY	APPD.	REVISIONS
		CHK.		

MKBU	07/24/24
DESIGNED	DATE
ERTH	07/24/24
DRAWN	DATE
CMG	08/15/24
CHECKED	DATE
APPROVED	DATE

60% DESIGN



TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON



DAVID EVANS
AND ASSOCIATES INC.
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663



ENGINEERING & CONSTRUCTION
DIVISION
101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

SUBMITTED:

JENNA HOPKINS
JENNAPHORI

DATE:

08/29/2024

APPROVED:

DATE:

SCALE:

1" = 20'

DRAWING NO.:

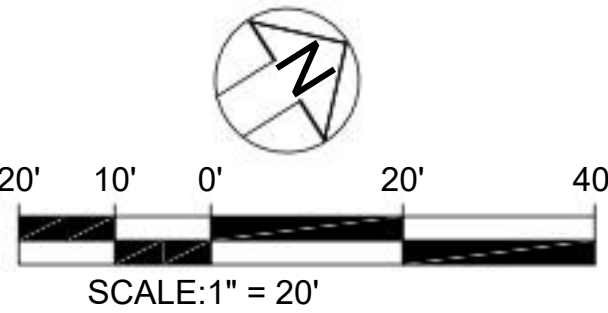
T2048.04-201

CONTRACT NO.:

RC230177ZC

SHEET NO.:

32 of 109



OREGON CITY TRANSIT CENTER
TC IMPROVEMENTS
TRAFFIC
SITE LIGHTING PLAN

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Plot Date 8/28/2024 10:50 AM eric thomas

NO.	DATE	BY	APPD.	REVISIONS	
		CHK.			

MKBU	07/24/24
DESIGNED	DATE
ERTH	07/24/24
DRAWN	DATE
CMG	08/15/24
CHECKED	DATE
APPROVED	DATE

60% DESIGN



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ENGINEERING & CONSTRUCTION
DIVISION
101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

SUBMITTED:

JENNA HOPF
JENNA HOPF

DATE:

08/29/2024

APPROVED:

DATE:

SCALE:

DRAWING NO.:

T2048.04-202

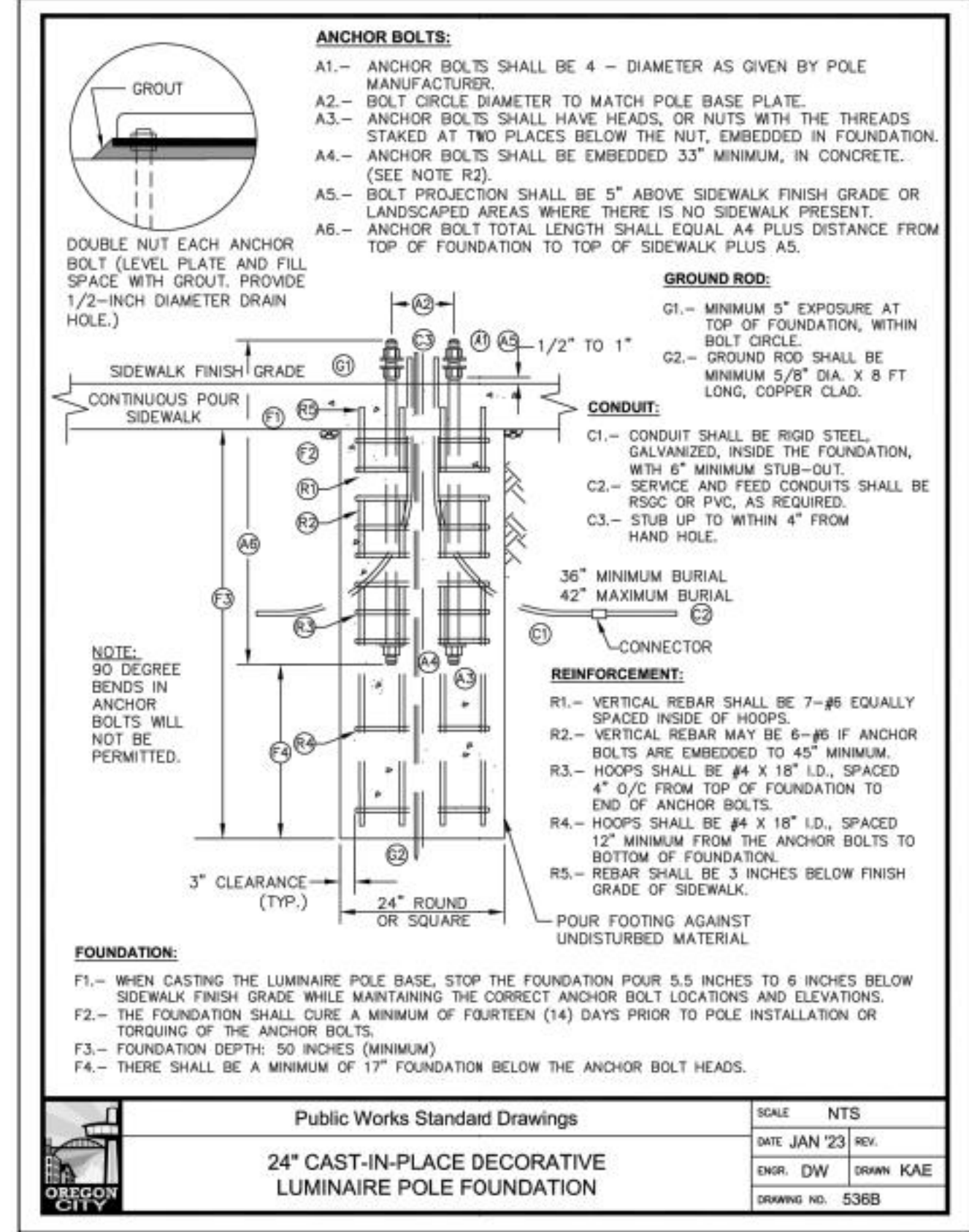
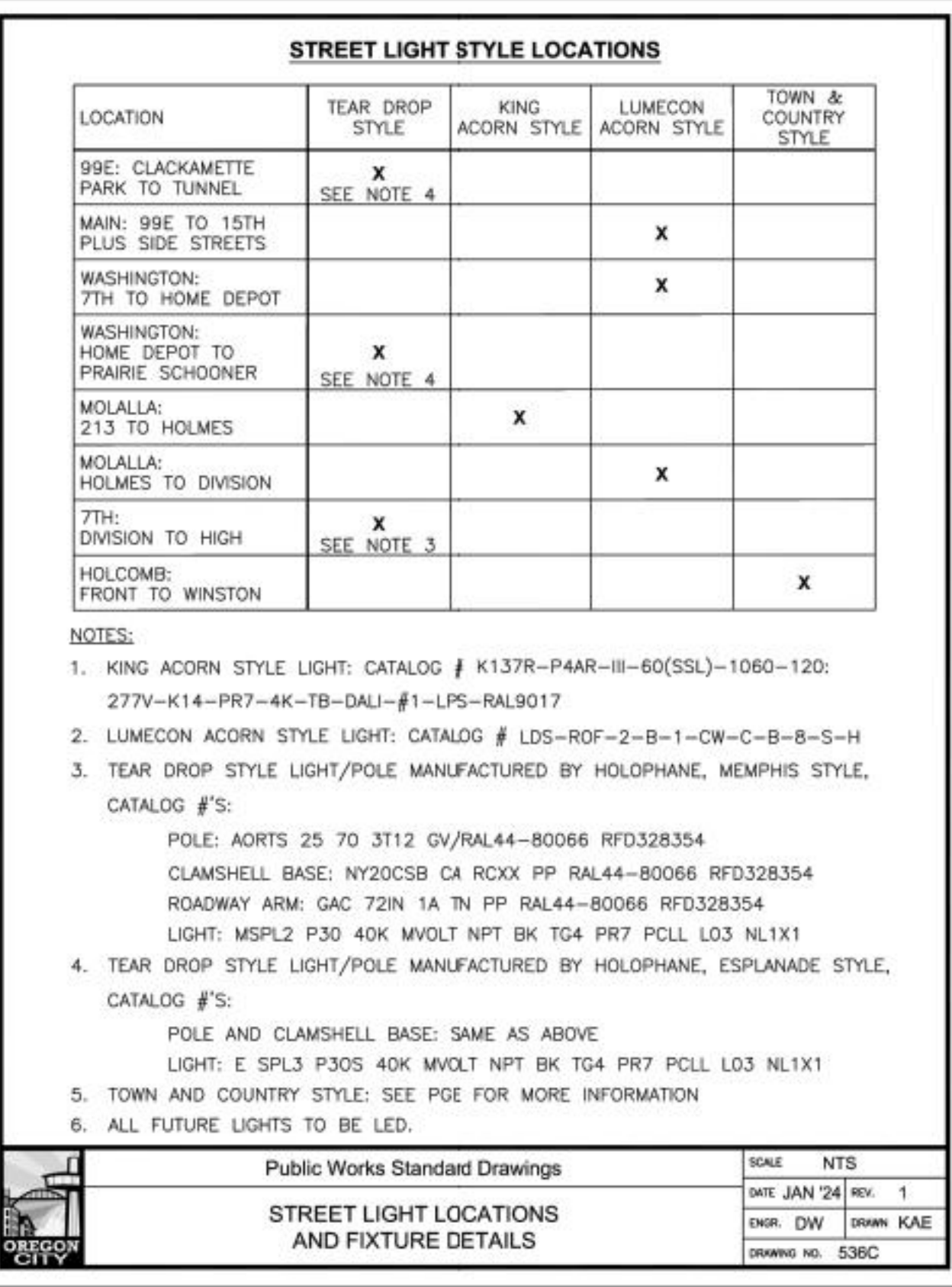
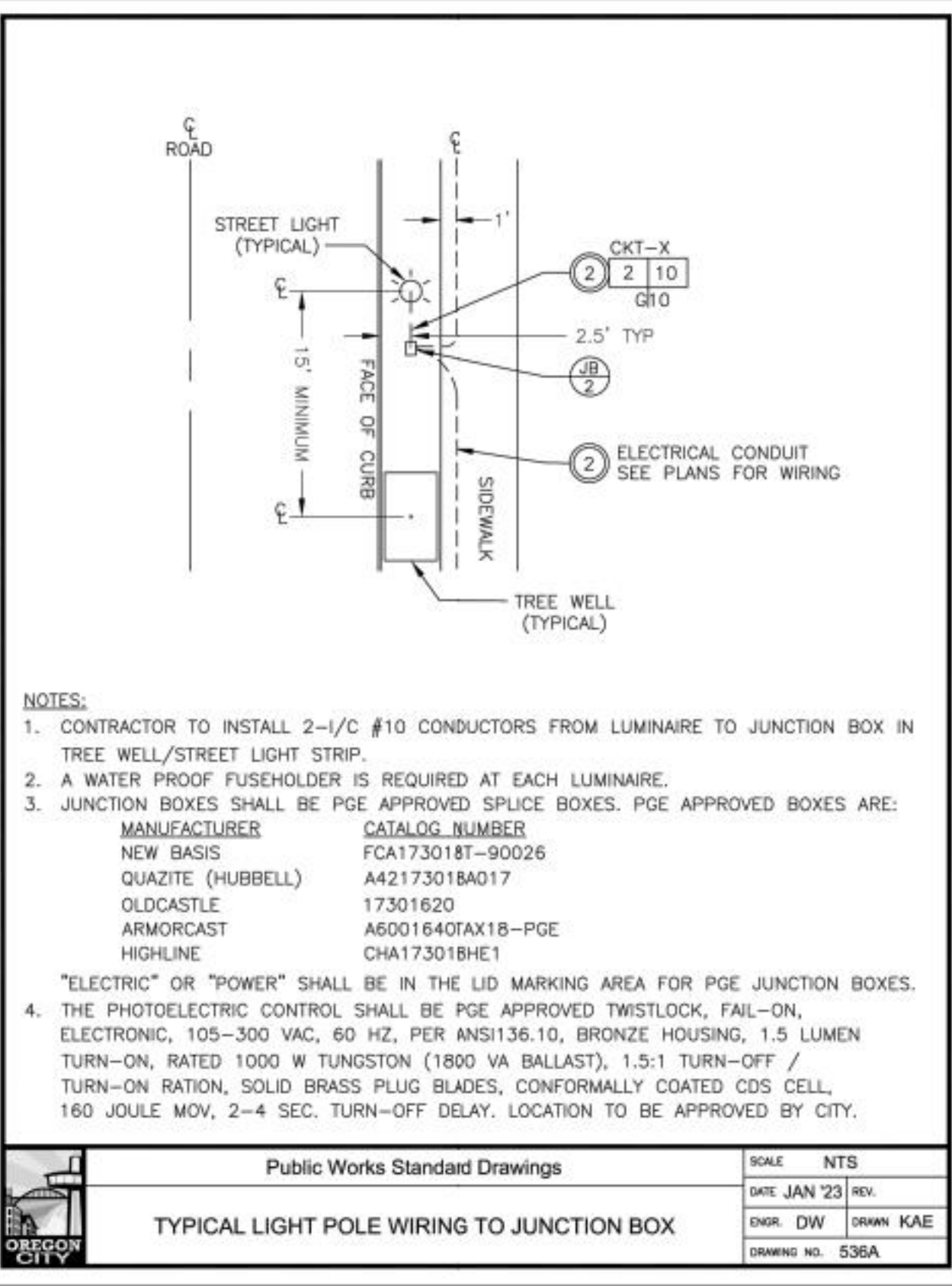
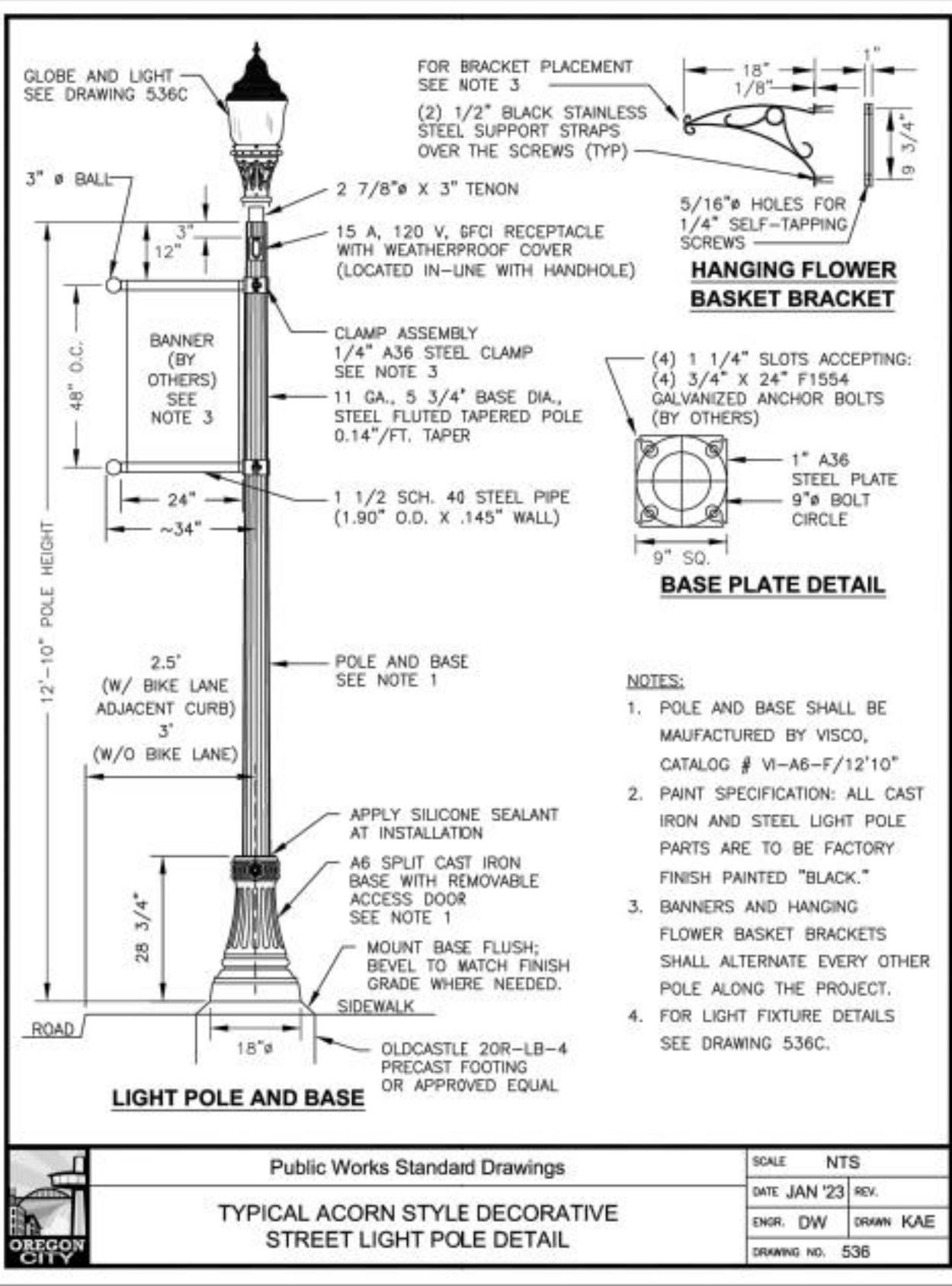
CONTRACT NO.:

RC230177ZC

SHEET NO.:

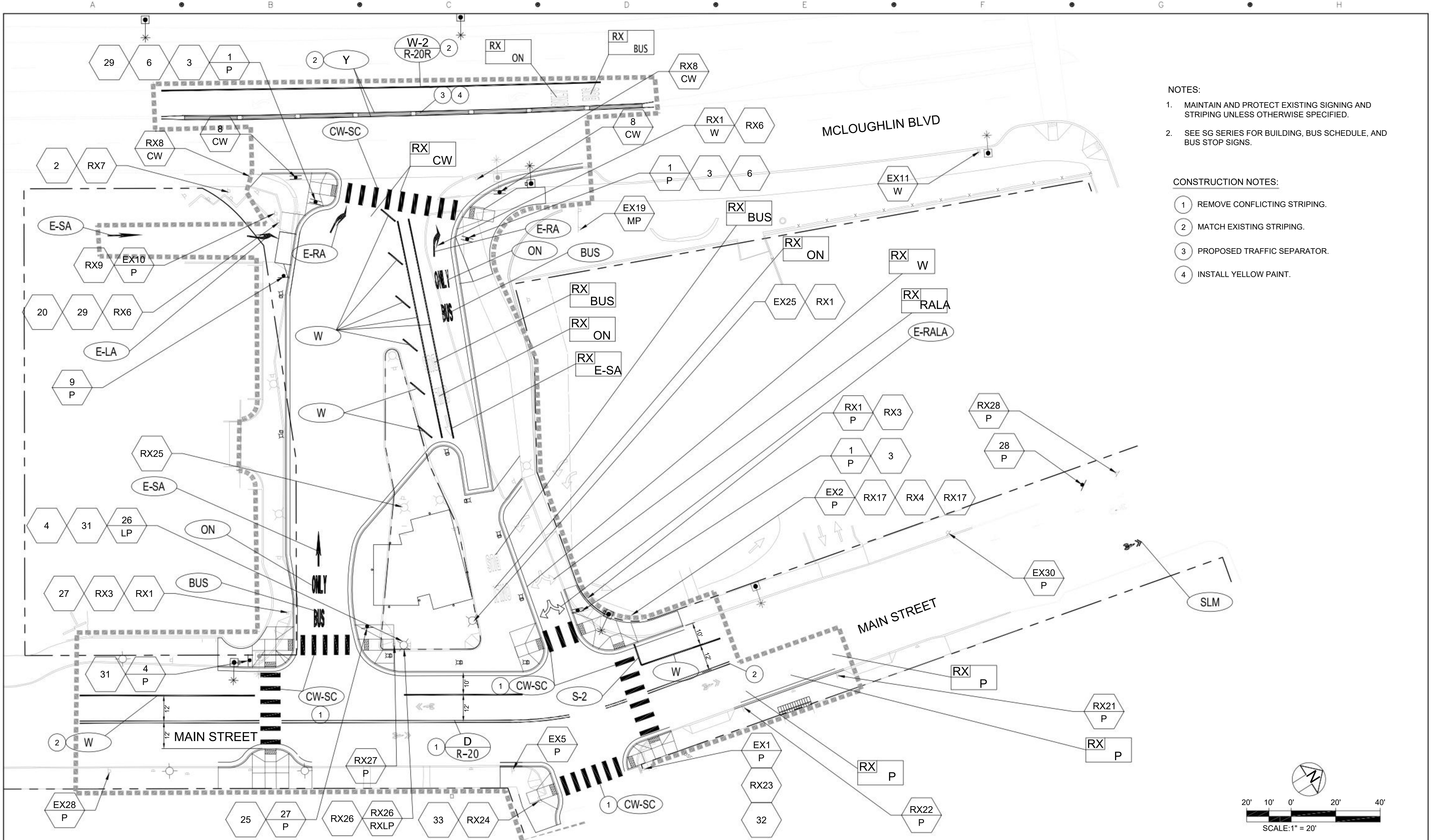
33 of 109

OREGON CITY TRANSIT CENTER
TC IMPROVEMENTS
TRAFFIC
LIGHTING PLAN DETAILS



5

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Plot Date 8/28/2024 12:46 PM brandy quach



- NOTES:
1. MAINTAIN AND PROTECT EXISTING SIGNING AND STRIPING UNLESS OTHERWISE SPECIFIED.
 2. SEE SG SERIES FOR BUILDING, BUS SCHEDULE, AND BUS STOP SIGNS.

- CONSTRUCTION NOTES:
- 1 REMOVE CONFLICTING STRIPING.
 - 2 MATCH EXISTING STRIPING.
 - 3 PROPOSED TRAFFIC SEPARATOR.
 - 4 INSTALL YELLOW PAINT.

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Plot Date 8/28/2024 10:42 AM abigal magas

NO.	DATE	BY	APPD.	REVISIONS
		CHK.		

AEM	03/02/24
DESIGNED	DATE
KMKE	03/02/24
DRAWN	DATE
BACA	08/06/24
CHECKED	DATE
APPROVED	DATE

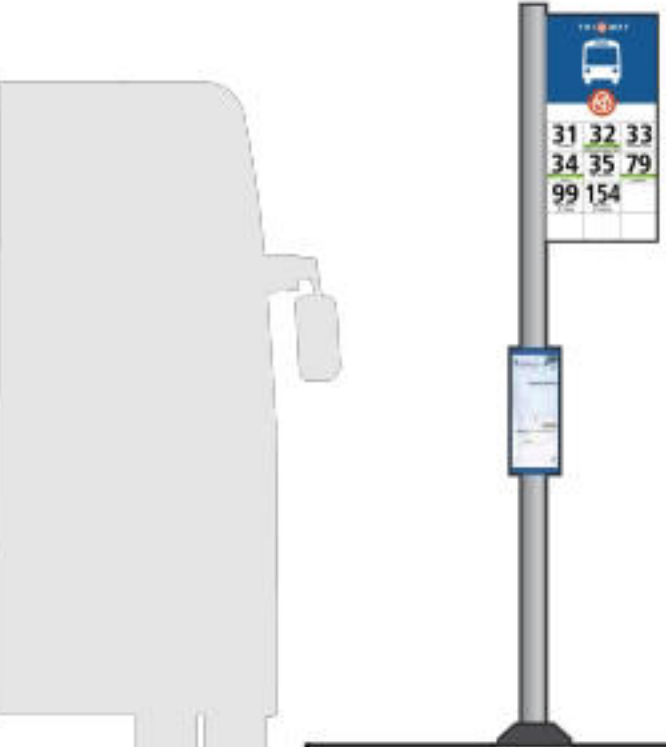
60% DESIGN

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON			OREGON CITY TRANSIT CENTER TC IMPROVEMENTS		
 DAVID EVANS AND ASSOCIATES INC. 2100 S River Parkway, Suite 100 Portland Oregon 97201 Phone: 503.223.6663			 ENGINEERING & CONSTRUCTION DIVISION 101 SW MAIN ST., SUITE 700 PORTLAND, OREGON 97204		
SUBMITTED:	JENNA HOPKINS JENNAPHORI	DATE:	08/29/2024	APPROVED:	
DATE:		DATE:		SCALE:	N/A
DRAWING NO.:	T2048.04-302	CONTRACT NO.:	RC230177ZC	SHEET NO.:	36 of 109

 R1-1 30"X30"	 R3-1 24"X24"	 R5-1 30"X30"	 R3-2 24"X24"	 BIKE ROUTE	 ONLY	 EXCEPT BUS	 CROSSWALK CLOSED OR22-7 24"X18"	 DO NOT BLOCK DRIVEWAY	
1	2	3	4	5	6	7	8	9	10
 2 HR PARKING X AM TO X PM	NOT USED	NOT USED	NOT USED	NOT USED	NOT USED	 ONE WAY R6-1R 36"X12"	NOT USED	 205 NORTH Seattle The Dalles RIGHT LANE	
11	12	13	14	15	16	17	18	19	
 ONLY	 8 HR PARKING X AM TO X PM	 8 HR PARKING X AM TO X PM MON - FRI	 NO PARKING	 EXCEPT BY YELLOW PERMIT	 Non-Transit Uses Prohibited	 LIFT	 DO NOT ENTER EXCEPT BUS R5-1 30"X30"	 2 HR PARKING X AM TO X PM MON - FRI	 YIELD TO BUS
20	21	22	23	24	25	26	27	28	29
 2 HR PARKING X AM TO X PM MON - FRI	 EXCEPT BUS	 EXCEPT BY YELLOW PERMIT	 NO PARKING						
30	31	32	33						

SIGNS SHOWN WITH BROKEN
BORDERS ARE EXISTING
SIGNS.

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Plot Date: 8/21/2024 11:21 AM_nick meyer



NAME: SIGN TYPE SA.2 - STREET SIDE BUS STOP ID - TRUFORM

PRODUCT: TRIMET STANDARD "TRUFORM SIGN" FREESTANDING, NON-ILLUMINATED, PAINTED ALUMINUM STRUCTURE WITH VINYL GRAPHICS.

MOUNTING: BASEPLATE ATTACHED TO HARD-SCAPE WITH INSET ANCHORS AND BOLTS. PRODUCT INCLUDES BASEPLATE COVER.

SIZE: 2'-3" X 10'-4"

POWER REQUIRED: NO

DATA REQUIRED: NO



NAME: SIGN TYPE SA.3 - STREET SIDE BUS STOP ID - STANDARD (PROVIDED AND INSTALLED BY TRIMET)

PRODUCT: TRIMET STANDARD FREESTANDING, NON-ILLUMINATED SIGN POLE.

MOUNTING: BASEPLATE ATTACHED TO HARD-SCAPE WITH INSET ANCHORS AND BOLTS.

SIZE: 1'-10" X 8'-6"

POWER REQUIRED: NO

DATA REQUIRED: NO



NAME: SIGN TYPE SB.1 - RIDER INFORMATION

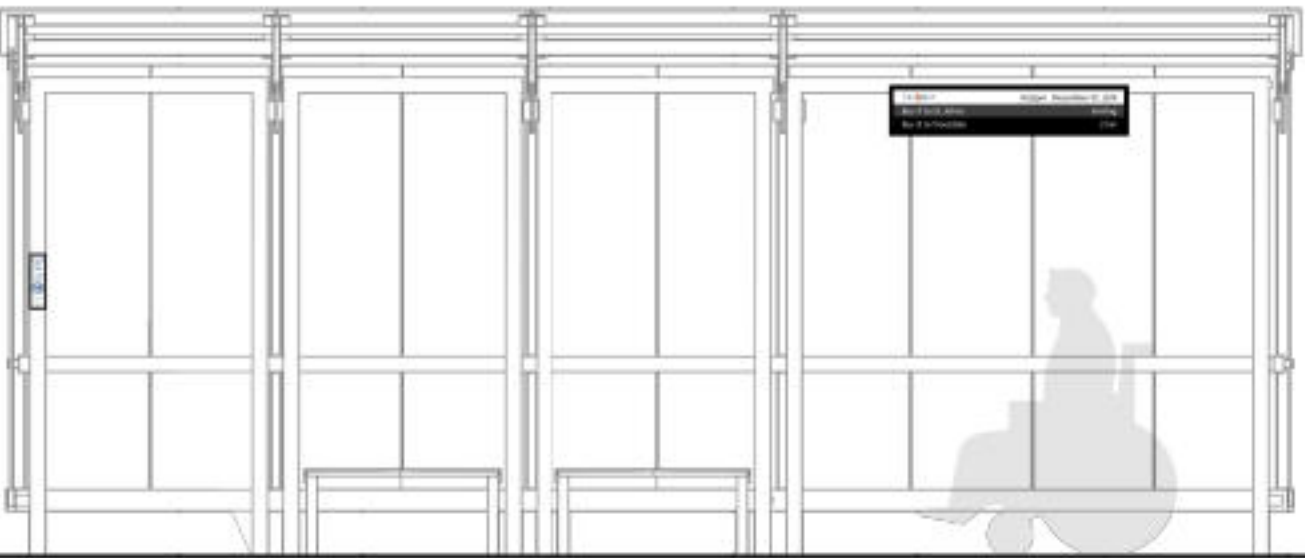
MATERIAL: FREESTANDING, INTERNALLY ILLUMINATED, DOUBLE-SIDED, ALUMINUM AND STAINLESS STEEL DISPLAY CABINET.

MOUNTING: BASEPLATE ATTACHED TO BELOW GRADE FOUNDATION.

SIZE: 2'-10" X 6'-9"

POWER REQUIRED: YES

DATA REQUIRED: NO



NAME: SIGN TYPE SC.1 - TRANSIT USE ONLY - SHELTER MOUNTED

MATERIAL: 1/16" THICK ALUMINUM PLATE WITH DIGITALLY PRINTED GRAPHICS AND GRAFFITI RESISTANT CLEAR COAT.

MOUNTING: SHELTER MOUNTED WITH VHB TAPE.

SIZE: 2 1/2" X 9"

POWER REQUIRED: NO

DATA REQUIRED: NO



NAME: SIGN TYPE SD.1 - TRANSIT TRACKER (PROVIDED AND INSTALLED BY TRIMET)

PRODUCT: TBD (PRODUCT SHOWN: CONNECT POINT CPLED-4008S REAL TIME DISPLAY).

MOUNTING: BRACKET MOUNTED TO SHELTER.

SIZE: TBD (SIZE SHOWN: 40" X 8.5" X 5")

POWER REQUIRED: YES

DATA REQUIRED: YES



NAME: SIGN TYPE SJ.1 - BUILDING ENTRY ID

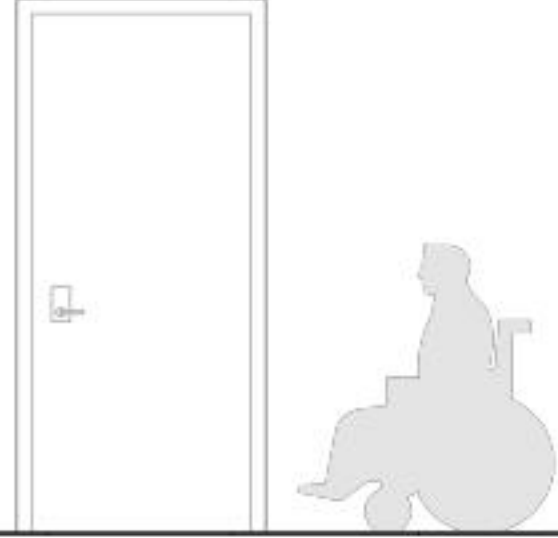
MATERIAL: 2 COLOR, VINYL GRAPHICS.

MOUNTING: FIRST SURFACE GLAZING.

SIZE: 22" X 22"

POWER REQUIRED: NO

DATA REQUIRED: NO



NAME: SIGN TYPE SJ.2 - BUILDING ROOM ID

MATERIAL: PAINTED ACRYLIC PLAQUE WITH TACTILE LETTERS AND BRAILLE.

MOUNTING: VHB ADHESIVE TAPE TO PAINTED DRYWALL.

SIZE: 6" X 5"

POWER REQUIRED: NO

DATA REQUIRED: NO



NAME: SIGN TYPE SJ.3 - BUILDING RESTROOM ID

MATERIAL: PAINTED ACRYLIC PLAQUE WITH SYMBOL, TACTILE LETTERS AND BRAILLE.

MOUNTING: VHB ADHESIVE TAPE TO PAINTED DRYWALL.

SIZE: 6" X 8"

POWER REQUIRED: NO

DATA REQUIRED: NO



NAME: SIGN TYPE SJ.4 - AED & FIRST AID KIT ID

MATERIAL: 2-SIDED PROJECTING ACRYLIC PANEL WITH DIGITALLY PRINTED GRAPHICS AND 2 PAINTED ALUMINUM MOUNTING BRACKETS.

MOUNTING: MECHANICALLY ATTACH TO DRY WALL.

SIZE: 9" X 18"

POWER REQUIRED: NO

DATA REQUIRED: NO



NAME: SIGN TYPE SK.1 - ART / INTERPRETIVE

TRIMET TO PROVIDE DIRECTION ON CONTENT AND LOCATION.

MATERIAL: TBD

MOUNTING: TBD

SIZE: TBD

POWER REQUIRED: TBD

DATA REQUIRED: TBD

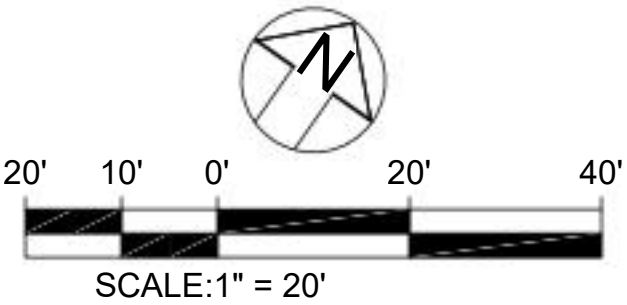
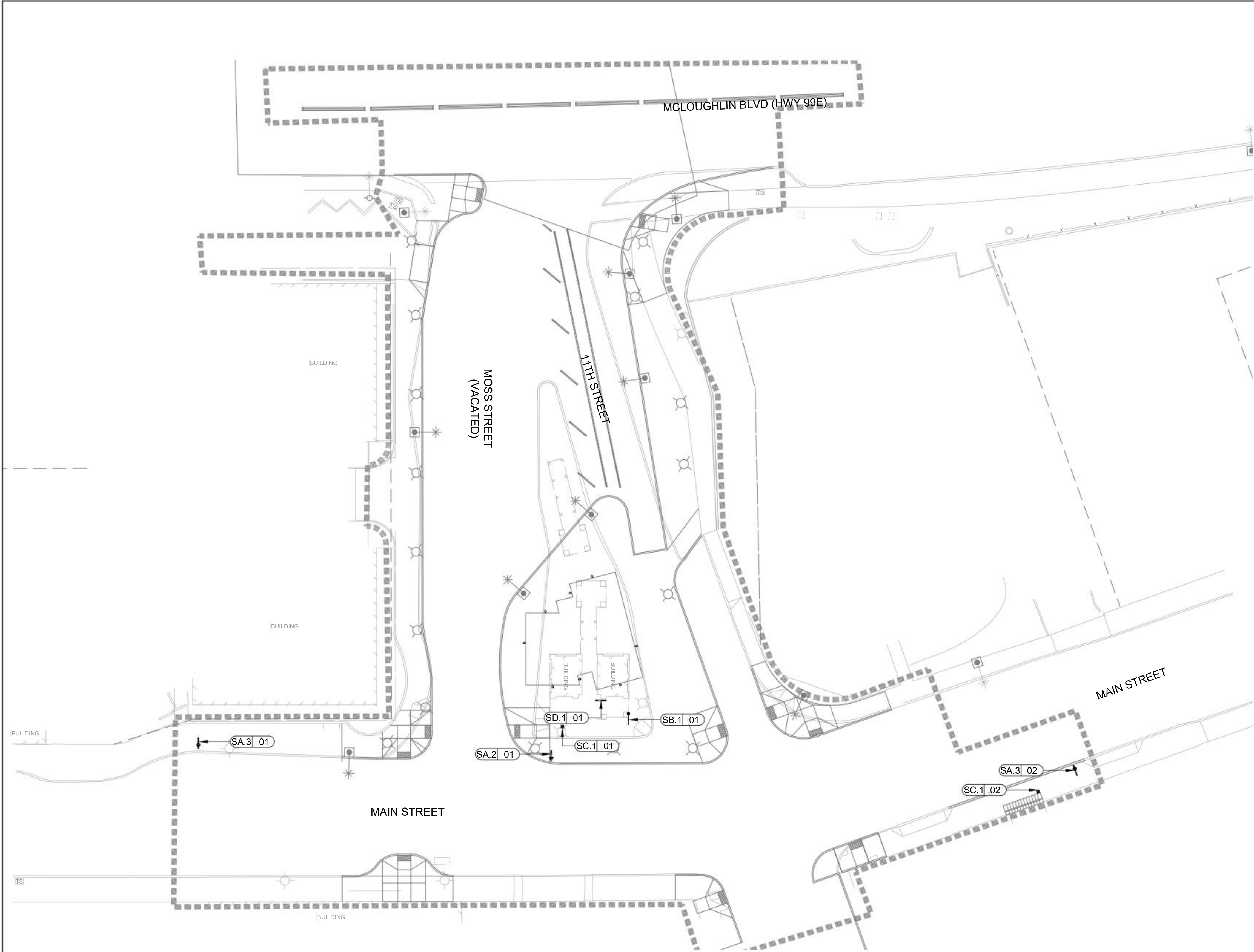
SIGN FAMILY
SCALE: 3/8" = 1'-0"

1
SG2048.04-100

SIGN TYPES, DRAWING, QUANTITIES				
SYMBOL	ID	SIGN TYPE	DRAWING	QTY.
←	SA.2	STREET SIDE BUS STOP ID - TRUFORM	SG-100	1
→	SA.3	STREET SIDE BUS STOP ID - STANDARD	SG-100	2
—	SB.1	RIDER INFORMATION	SG-100	1
■	SC.1	TRANSIT USE ONLY - SHELTER MOUNTED	SG-100	2
—	SD.1	TRANSIT TRACKER	SG-100	1
●	SJ.1	BUILDING ENTRY ID	SG-100	2
▲	SJ.2	BUILDING ROOM ID	SG-100	3
●	SJ.3	BUILDING RESTROOM ID	SG-100	2
⚡	SJ.4	AED & FIRST AID KIT ID	SG-100	1
—	SK.1	ART / INTERPRETIVE	SG-100	1

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

C:\pw_work\deo22\dms41846\SG2048_04-200.dwg Aug. 21, 2024 - 11:20 AM nick meyer
Plot Date: 8/21/2024 11:21 AM_nick meyer



SIGN TYPES, DRAWING, QUANTITIES				
SYMBOL	ID	SIGN TYPE	DRAWING	QTY.
	SA.2	STREET SIDE BUS STOP ID - TRUFORM	SG-100	1
	SA.3	STREET SIDE BUS STOP ID - STANDARD	SG-100	2
	SB.1	RIDER INFORMATION	SG-100	1
	SC.1	TRANSIT USE ONLY - SHELTER MOUNTED	SG-100	2
	SD.1	TRANSIT TRACKER	SG-100	1
	SJ.1	BUILDING ENTRY ID	SG-100	2
	SJ.2	BUILDING ROOM ID	SG-100	3
	SJ.3	BUILDING RESTROOM ID	SG-100	2
	SJ.4	AED & FIRST AID KIT ID	SG-100	1
	SK.1	ART / INTERPRETIVE	SG-100	1

SIGN LOCATION LEGEND

SIGN TYPE
SIGN NUMBER

TAG POINTS TO MESSAGE
SIDE OF SIGN, TYP.

NO.	DATE	BY	APPD.	REVISIONS
		CHK.		

RW	04/04/24
DESIGNED	DATE
NM	06/18/24
DRAWN	DATE
RW	08/28/24
CHECKED	DATE
KF	TBD
APPROVED	DATE

60% DESIGN

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

DAVID EVANS AND ASSOCIATES INC.
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

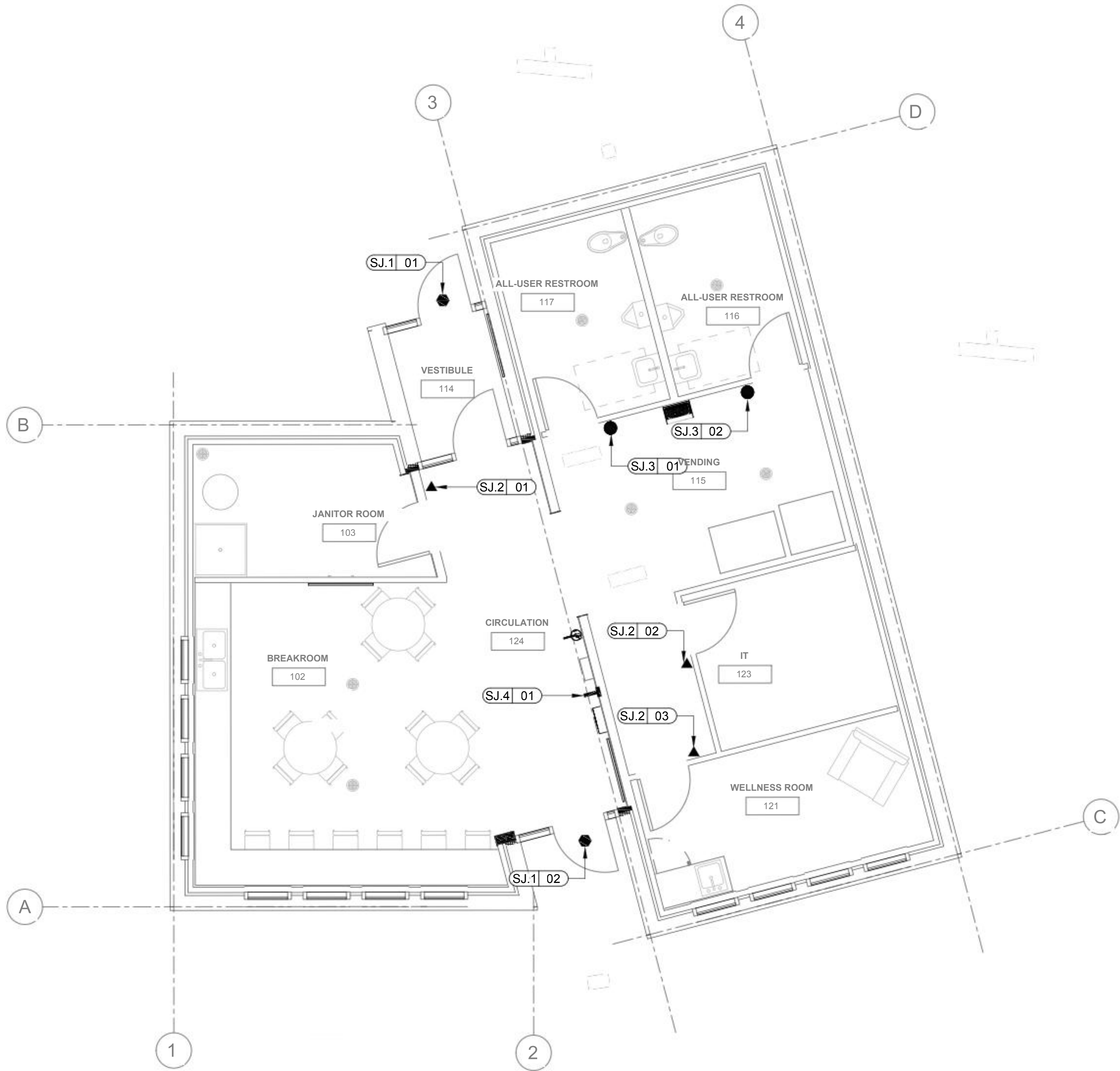
Mayer/Reed

TRI-COUNTY MET
ENGINEERING & CONSTRUCTION
DIVISION
101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

SUBMITTED: JENNA HOPKINS JENNAPHORI DATE: 08/29/2024 APPROVED: DATE:

OREGON CITY TRANSIT CENTER TC IMPROVEMENTS SIGNAGE SITE SIGN LOCATION PLAN				
SCALE:	1" = 20'	DRAWING NO.:	SG2048.04-200	CONTRACT NO.:
			RC230177ZC	SHEET NO.:
				38 of 109

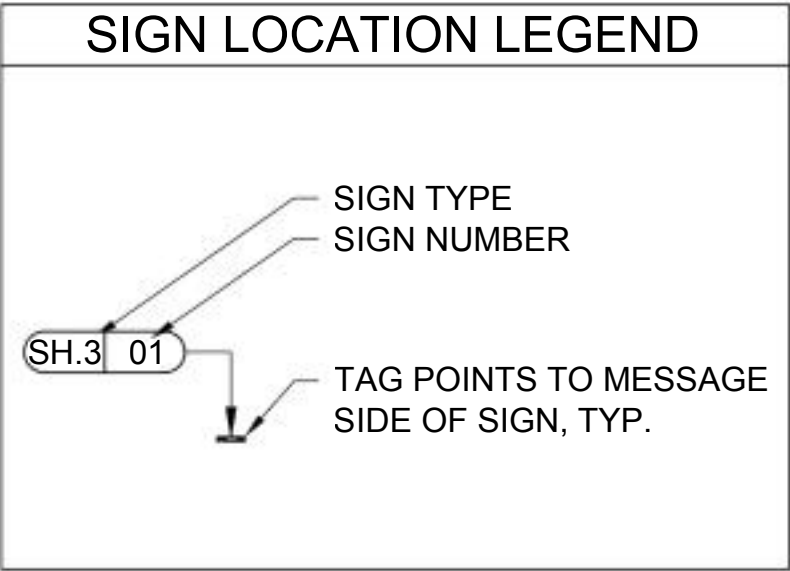
C:\pw_work\de022\dm41846\SG2048_04-300.dwg Aug. 21, 2024 - 11:18 AM nick meyer
Plot Date: 8/21/2024 11:21 AM_nick meyer



OLF BUILDING SIGN LOCATION PLAN
SCALE: 1/4" = 1'-0"

1
SG2048.04-300

SIGN TYPES, DRAWING, QUANTITIES				
SYMBOL	ID	SIGN TYPE	DRAWING	QTY.
	SA.2	STREET SIDE BUS STOP ID - TRUFORM	SG-100	1
	SA.3	STREET SIDE BUS STOP ID - STANDARD	SG-100	2
	SB.1	RIDER INFORMATION	SG-100	1
	SC.1	TRANSIT USE ONLY - SHELTER MOUNTED	SG-100	2
	SD.1	TRANSIT TRACKER	SG-100	1
	SJ.1	BUILDING ENTRY ID	SG-100	2
	SJ.2	BUILDING ROOM ID	SG-100	3
	SJ.3	BUILDING RESTROOM ID	SG-100	2
	SJ.4	AED & FIRST AID KIT ID	SG-100	1
	SK.1	ART / INTERPRETIVE	SG-100	1



NO.	DATE	BY	APPD.	REVISIONS	
		CHK.			

RW	04/04/24
DESIGNED	DATE
NM	06/18/24
DRAWN	DATE
RW	08/28/24
CHECKED	DATE
KF	TBD
APPROVED	DATE

60% DESIGN

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

DAVID EVANS AND ASSOCIATES INC.
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

Mayer/Reed

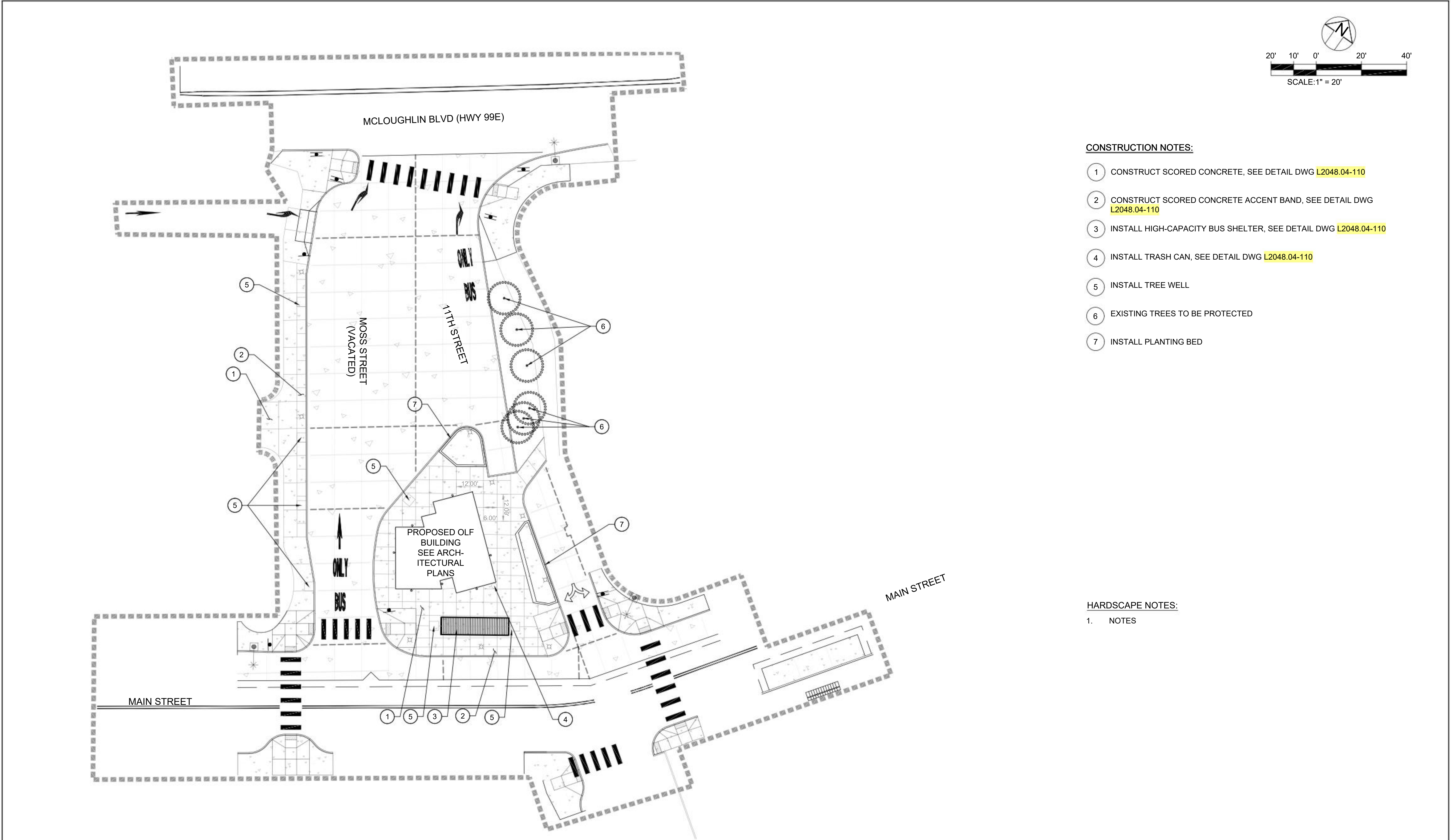
TRI-COUNTY MET
ENGINEERING & CONSTRUCTION
DIVISION
101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

SUBMITTED: JENNA HOPKINS
DATE: 08/29/2024

APPROVED: _____
DATE: _____

OREGON CITY TRANSIT CENTER TC IMPROVEMENTS SIGNAGE OLF BUILDING SIGN LOCATION PLAN				
SCALE: 1/4" = 1'-0"	DRAWING NO.: SG2048.04-300	CONTRACT NO.: RC230177ZC	SHEET NO.: 39 of 109	

C:\p\work\dea22\dm41846\L2048_04-100.dwg Aug. 28, 2024 - 12:46 PM julia wood
Plot Date 8/28/2024 12:46 PM julia wood

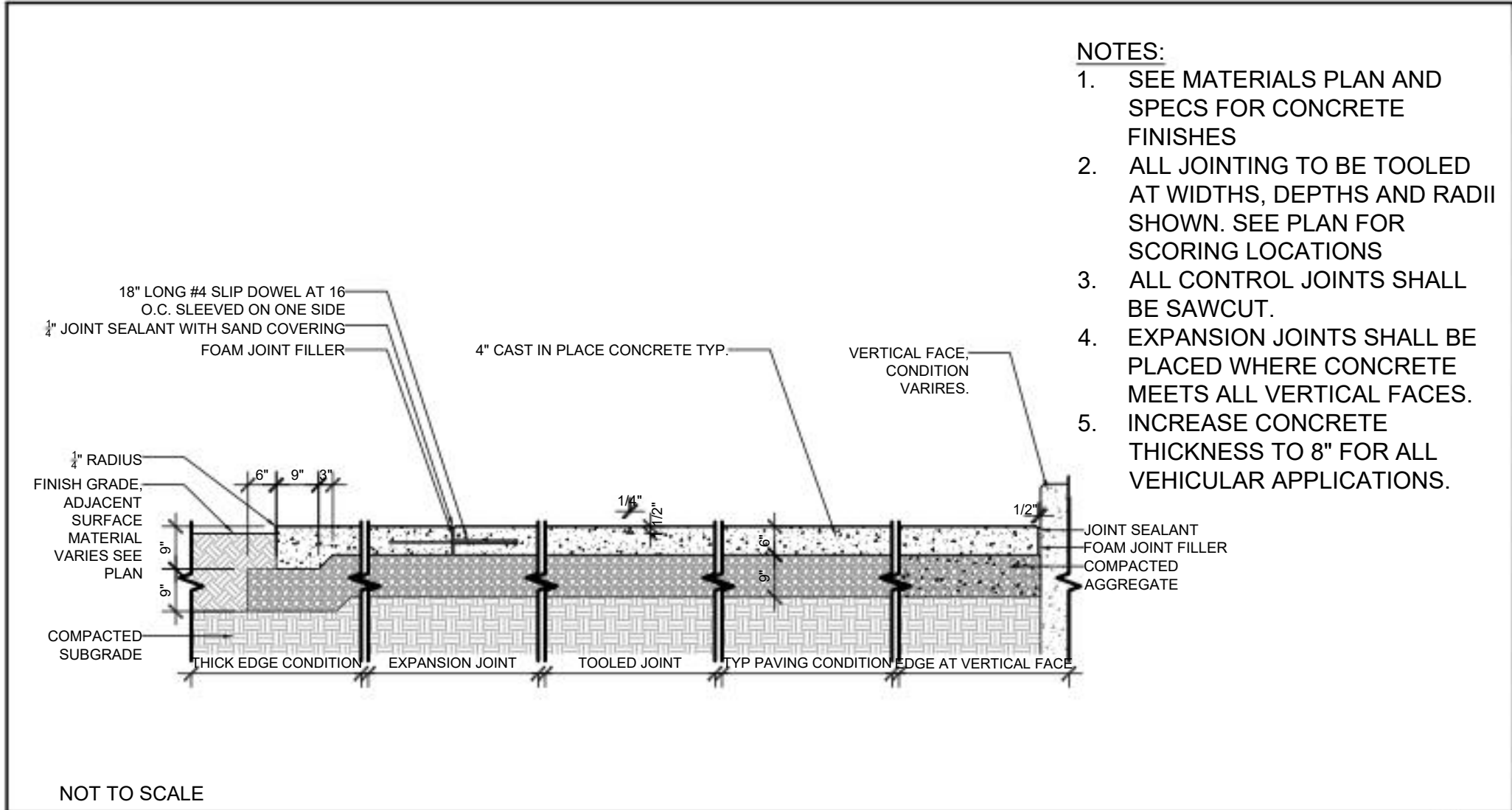


- CONSTRUCTION NOTES:**
- 1. CONSTRUCT SCORED CONCRETE, SEE DETAIL DWG L2048.04-110
 - 2. CONSTRUCT SCORED CONCRETE ACCENT BAND, SEE DETAIL DWG L2048.04-110
 - 3. INSTALL HIGH-CAPACITY BUS SHELTER, SEE DETAIL DWG L2048.04-110
 - 4. INSTALL TRASH CAN, SEE DETAIL DWG L2048.04-110
 - 5. INSTALL TREE WELL
 - 6. EXISTING TREES TO BE PROTECTED
 - 7. INSTALL PLANTING BED

- HARDSCAPE NOTES:**
- 1. NOTES

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C:\pwworkspace\22dms418461\2048_04-100.dwg Aug. 28, 2024 - 12:46 PM julia wood
Plot Date 8/28/2024 12:49 PM julia wood



CONCRETE PAVING

1



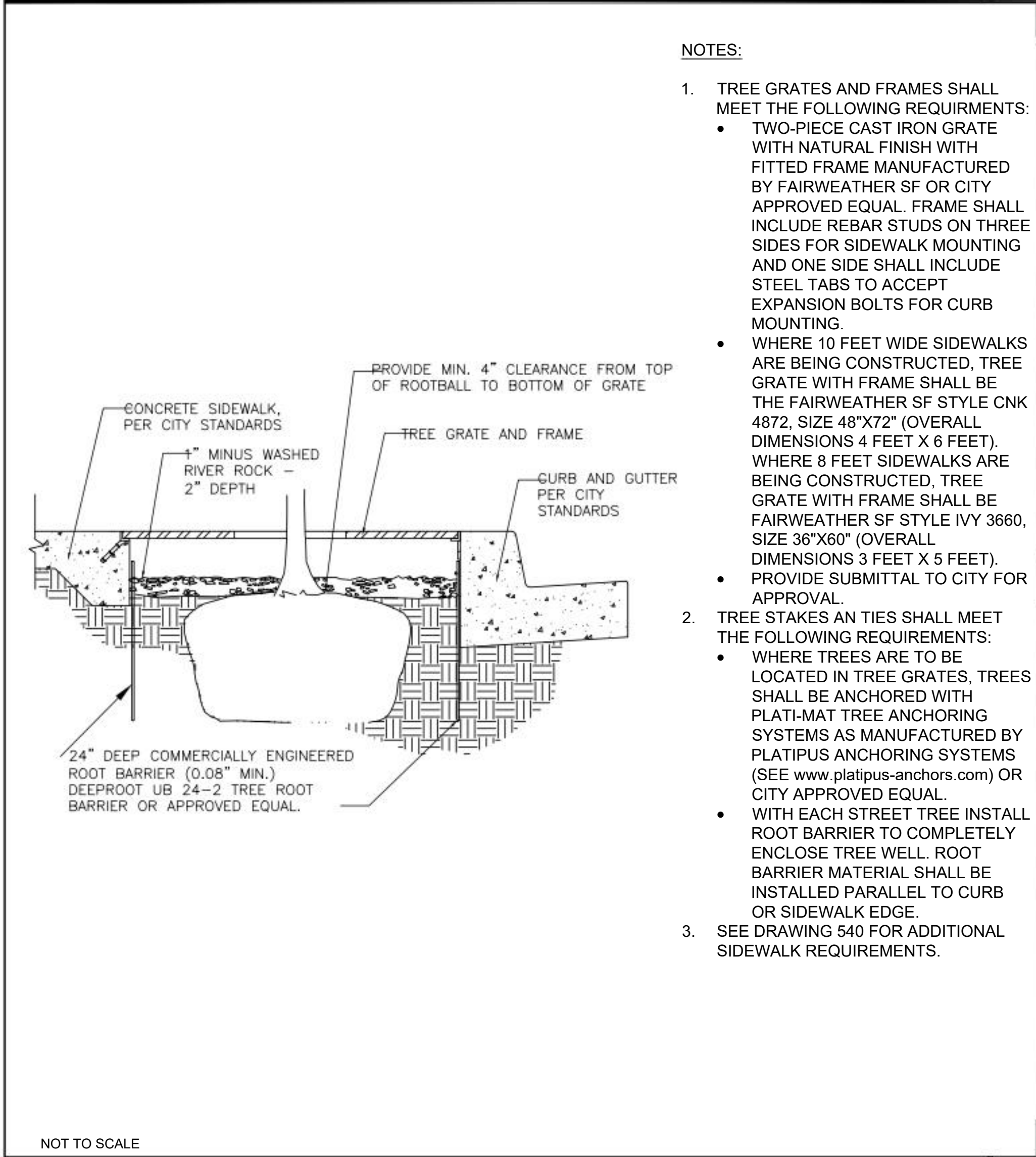
CONCRETE SCORING

2



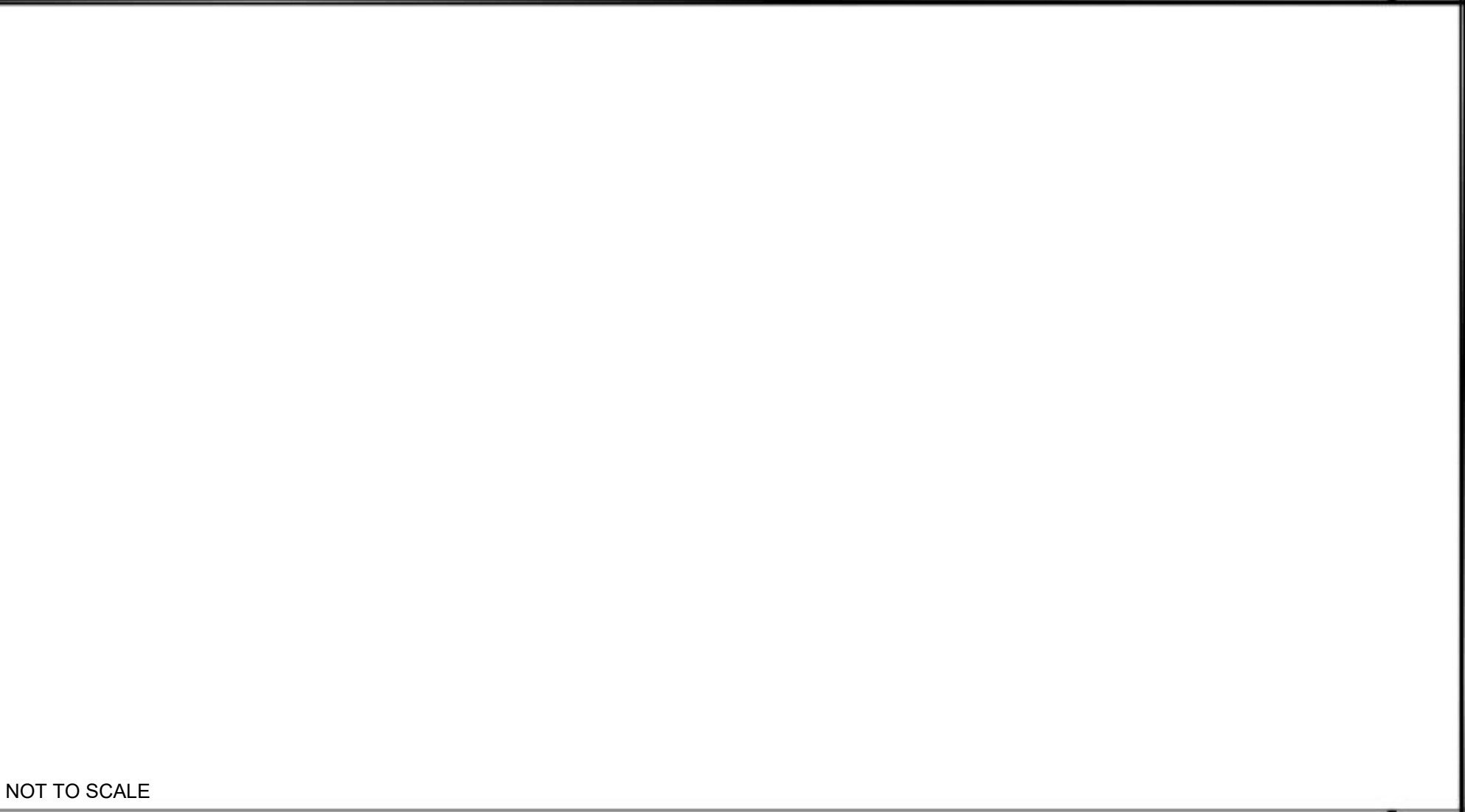
SHELTER

3



TREE WELL (OREGON CITY)

4



PLANTING BED

5



NO.	DATE	BY	APPD.	REVISIONS
		CHK.		

STF	07/15/24
DESIGNED	DATE
JUWO	07/24/24
DRAWN	DATE
JAHE	08/06/24
CHECKED	DATE
APPROVED	DATE

60% DESIGN

2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

ENGINEERING & CONSTRUCTION
DIVISION
101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

OREGON CITY TRANSIT CENTER
TC IMPROVEMENTS
LANDSCAPE HARDSCAPE NOTES

SCALES AND NOTES

SUBMITTED: JENNA HOPKINS

DATE: 08/29/2024

APPROVED: _____

DATE: _____

SCALE: N/A XXX

DRAWING NO.: L2048.04-110

CONTRACT NO.: RC230177ZC

SHEET NO.: 41 of 109

C:\p\work\dea22\ms418\612048_04-200.dwg Aug. 28, 2024 - 12:41 PM Julia wood
Plot Date 8/28/2024 12:50 PM Julia wood

IRRIGATION NOTES

1. GENERAL: ALL WORK SHALL BE DONE IN ACCORDANCE WITH APPLICABLE OWNER CODES, AND THESE PLANS.
- THE CONTRACTOR SHALL CAREFULLY REVIEW THE SITE AND VERIFY ALL CONDITIONS AND DIMENSIONS PRIOR TO PROCEEDING WITH ANY WORK UNDER THIS CONTRACT.

• THE CONTRACTOR SHALL APPLY FOR ALL PERMITS AND PAY FOR SAME.
2. SCOPE OF WORK: UNLESS OTHERWISE SPECIFIED, THE CONSTRUCTION OF IRRIGATION SYSTEMS SHALL INCLUDE THE FURNISHING, INSTALLING AND TESTING OF ALL MAIN LINE, POINT OF CONNECTION, LATERAL LINE, RISERS AND FITTINGS; AND THE FURNISHING AND INSTALLING OF SPRINKLER HEADS, AUTOMATIC CONTROLLERS, CONTROL WIRES (TO VALVES)ELECTRICAL CONTROL VALVES, BACKFLOW PROTECTION, EXCAVATION AND BACKFILL AND ALL OTHER WORK IN ACCORDANCE WITH THESE PLANS, DETAILS AND NOTES.
- THE CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT, PROPERTY, TRANSPORTATION AND PERFORM ALL OPERATIONS REQUIRED FOR A COMPLETE AND OPERABLE IRRIGATION SYSTEM AS INDICATED ON, OR REASONABLY IMPLIED BY THE DRAWINGS AND/OR NOTES, INCLUDED AS A PART OF THE IRRIGATION WORK, BUT NOT LIMITED BY IT, ARE THE FOLLOWING ITEMS:

• INSTALL COMPLETE OPERABLE INDEPENDENT, AUTOMATIC, IRRIGATION SYSTEMS PER THE PLANS, DETAILS, LEGEND, AND NOTES.

• ALL IRRIGATION WORK SHALL BE GUARANTEED BY THE CONTRACTOR AS TO MATERIALS AND WORKMANSHIP, INCLUDING SETTling OF BACKFILLED TRENCHES BELOW GRADE FOR A PERIOD OF ONE YEAR FOLLOWING THE DATE OF FINAL ACCEPTANCE OF THE WORK.

3. THE OWNER SHALL DECIDE ALL QUESTIONS RELATING TO INTERPRETATION OF THE DRAWINGS AND THE ACCEPTABLE FULFILLMENT OF THE CONTRACT.

4. PIPING SHOWN ON THE PLANS ARE ESSENTIALLY DIAGRAMMATIC. CONTRACTOR SHALL ROUTE PIPING TO AVOID CONFLICT WITH STATIONARY ELEMENTS AND IN SUCH AND MANNER AS TO CONFORM WITH THE VARIOUS DETAILS.

5. THE CONTRACTOR SHALL ALWAYS PROTECT HIS WORK FROM DAMAGE AND THEFT AND REPLACE ALL DAMAGED OR STOLEN PARTS AT HIS EXPENSE UNTIL THE WORK IS ACCEPTED IN WRITING BY THE OWNER.

6. EXTREME CARE SHALL BE EXERCISED IN EXCAVATING AND WORKING NEAR EXISTING UTILITIES. CONTRACTOR SHALL VERIFY THE LOCATION AND CONDITION OF ALL UTILITIES AND BE RESPONSIBLE FOR ANY DAMAGE. UTILITIES PLANS MAY BE OBTAINED FROM THE OWNER.

7. THE CONTRACTOR SHALL KEEP THE PREMISES CLEAN AND FREE OF EXCESS EQUIPMENT, MATERIALS AND RUBBISH INCIDENTAL TO CONTRACTOR'S WORK.

8. IRRIGATION DESIGN IS BASED ON MAXIMUM FLOW OF 50 GPM. CONTRACTOR SHALL VERIFY PRESSURE PRIOR TO CONSTRUCTION. SHOULD A DISCREPANCY EXIST, NOTIFY THE LANDSCAPE ARCHITECT PRIOR TO BEGINNING CONSTRUCTION.

9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAKING ALL CONNECTIONS INTO WATER METER AND SERVICE LINE AS CALLED FOR ON THESE PLANS.

10. THE CONTRACTOR SHALL INSTALL VALVES AND BACKFLOW, IF REQUIRED TO MEET ALL APPLICABLE CODES.

11. IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR CONNECTING 120-VOLT SERVICE TO THE CONTROLLER, ELECTRICAL POWER SOURCE WILL BE PROVIDED BY THE OWNER WITH A JUNCTION BOX AT THE CONTROLLER LOCATION AS SHOWN ON THE PLAN.

12. ALL CONTROL WIRE AND IRRIGATION LINE RUN UNDER PAVING SHALL BE ENCASED IN SCH. 40 PVC PIPE SLEEVES.

13. FINAL LOCATION OF CONTROL VALVES SHALL BE REVIEWED IN THE FIELD BY THE OWNER'S AUTHORIZED REPRESENTATIVE.

14. ALL THREADED CONNECTIONS SHALL BE COATED WITH TEFLON TAPE. ALL PVC THREADED CONNECTIONS SHALL BE COATED WITH TEFLON TAPE.

15. ALL PVC SOLVENT WELD CONNECTIONS SHALL BE MADE WITH SOLVENT WELD MATERIALS AS SPECIFIED ON PLANS. SOLVENT WELD PRIMER SHALL BE APPLIED AT ALL CONNECTIONS.

16. UPON COMPLETION OF THE PROJECT, CONTRACTOR TO TURN OVER TO OWNER:

• A CONTROLLER CHART FOR EACH CONTROLLER.

• 2 KEYS FOR CONTROLLER.

18. IT IS THE INTENT OF THESE DRAWINGS TO INDICATE A COMPLETE AND OPERATIONAL IRRIGATION SYSTEM GIVING FULL COVERAGE AND READY FOR USE BY THE OWNER. THE DRAWINGS ARE BASED ON LANDSCAPE AND GRADING DRAWINGS IN EFFECT AT THE TIME THESE DRAWINGS WERE MADE. ANY DISCREPANCIES, OMISSIONS, ERRORS, ETC. ON THESE DRAWINGS OR ON-SITE CHANGES, DO NOT AND SHALL NOT RELIEVE THE CONTRACTOR OF HIS RESPONSIBILITY TO PROVIDE A COMPLETE SYSTEM AS SHOWN. IF NECESSARY, THE CONTRACTOR MAY, WHERE CHANGES OCCUR, ADD, OR DELETE SPRINKLERS, REROUTE PIPE, ETC. TO ASSURE ADEQUATE AND FULL COVERAGE.

19. IRRIGATION CONTRACTOR SHALL VERIFY ALL PRESSURES ON SITE PRIOR TO CONSTRUCTION.

20. LOCATE ALL VALVES IN PLANTING AREAS.

21. IRRIGATION SYSTEM IS STRICTLY DIAGRAMMATIC; THEREFORE, CONTRACTOR MUST ADJUST IN THE FIELD TO INSURE ADEQUATE COVERAGE.

22. IRRIGATION SYSTEM SHALL CONFORM TO STATE AND LOCAL CODES.

23. ALL NEW WIRE FROM CONTROLLER TO ELECTRIC CONTROL VALVES SHALL BE COPPER UF #14 DIRECT BURIAL. USE BLACK FOR PILOT, WHITE FOR COMMON. COMMON WIRE SHALL BE 12-GAUGE WIRE. INSTALL IN COMMON TRENCH WITH MAINLINE PIPING WHERE POSSIBLE.

24. PROVIDE MINIMUM 18" COVER OVER ALL PRESSURE MAINLINE PIPING (24" COVER IF UNDER PAVEMENT) AND 12" OVER ALL NON-PRESSURE LATERAL LINE PIPING. ALL PIPE UNDER PAVED AREAS IS TO BE INSTALLED IN A PVC SCH 40 SLEEVE WITH 24" MINIMUM COVER. SLEEVE LOCATIONS TO BE SHOWN ON PLANS. OWNER DEPTH REQUIREMENTS FOR PIPE SUPERSEDE ALL THE ABOVE DIMENSIONS.

25. DO NOT WILLFULLY INSTALL THE SYSTEM AS DESIGNED WHEN IT IS OBVIOUS IN THE FIELD THAT UNKNOWN OBSTRUCTIONS OR GRADE DIFFERENCES EXIST THAT WERE NOT KNOWN DURING THE DESIGN PROCESS. SUCH CONDITIONS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S AUTHORIZED REPRESENTATIVE; OTHERWISE, THE IRRIGATION CONTRACTOR MUST ASSUME FULL RESPONSIBILITY FOR ALL NECESSARY REVISIONS.

26. LOCATION OF P.O.C. IS ONLY DIAGRAMMATIC. LOCATION MUST BE VERIFIED IN FIELD.

27. IN ADDITION TO THE SLEEVES SHOWN ON THE PLAN, THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE INSTALLATION OF ADDITIONAL SLEEVES OF SUFFICIENT SIZE UNDER ALL PAVED AREAS PRIOR TO PAVING UPON APPROVAL OF THE OWNER'S REPRESENTATIVE, IF REQUIRED TO OPERATE SYSTEMS.
- | EQUIPMENT LEGEND | | | |
|--|---|-----------|----------------|
| SYMBOL | MANUFACTURER / MODEL # | SIZE | DETAIL |
|  | EXISTING WATER METER - TO REMAIN PROTECTED IN PLACE | 1.5" | EXISTING |
|  | BACKFLOW PREVENTER - WATTS 007 SERIES WITH FREEZE SENSOR CONNECTION KIT. INSTALL IN RECTANGULAR VALVE BOX PER DETAIL. | 1.5" | SHT. XX DET. X |
|  | RAINBIRD GB SERIES BRASS "MASTER" ELECTRIC REMOTE CONTROL VALVE (NORMALLY CLOSED) WITH PRS-D PRESSURE REGULATING MODULE - TO BE INSTALLED IN RECTANGULAR VALVE BOX PER DETAIL. | 1.5" | SHT. XX DET. X |
|  | RAINBIRD BRASS FLOW SENSOR FS-100B TO BE INSTALLED IN RECTANGULAR VALVE BOX PER DETAIL. | 1" | SHT. XX DET. X |
|  | RAINBIRD 33DLRC QUICK COUPLING VALVE WITH LOCKING RUBBER COVER IN RECTANGULAR VALVE BOX PER DETAIL. | 3/4" | SHT. XX DET. X |
|  | RAINBIRD XC2-100-PRB-COM ELECTRIC DRIP REMOTE CONTROL VALVE WITH BALL VALVE ON UPSTREAM SIDE. TO BE INSTALLED IN RECTANGULAR VALVE BOX PER DETAIL. | 1" | SHT. XX DET. X |
|  | RAINBIRD PEB - PRS-D ELECTRIC REMOTE CONTROL VALVE WITH BALL VALVE ON UPSTREAM SIDE. TO BE INSTALLED IN RECTANGULAR VALVE BOX PER DETAIL. | 1" | SHT. XX DET. X |
|  | WILKINS MODEL 600-HLR PRESSURE REGULATOR TO BE INSTALLED IN RECTANGULAR VALVE BOX PER DETAIL. SET PRESSURE REGULATOR PER PRESSURE LOSS CALCULATIONS. | LINE SIZE | SHT. XX DET. X |
|  | LINE SIZE NIBCO T-113 GATE VALVE TO BE INSTALLED IN RECTANGULAR VALVE BOX PER DETAIL. | LINE SIZE | SHT. XX DET. X |
|  | IRRIGATION CONTROLLER - SEE POC CALL OUT BOX FOR MODEL NUMBER. | PER PLAN | SHT. XX DET. X |
|  | PVC SCH. 40 IRRIGATION MAINLINE. TO BE BURIED 24" MINIMUM PER THE OWNER STANDARDS. | 2" | SHT. XX DET. X |
|  | PVC SCHEDULE 40 LATERAL LINE. 3/4" MINIMUM IN SIZE - TO BE BURIED 12" MINIMUM. SEE DETAILS. | PER PLAN | SHT. XX DET. X |
|  | SCH. 40 PVC IRRIGATION PIPE AND CONTROL WIRE SLEEVE - SIZE 2X PIPE SIZE. FOR PIPE AND CONTROL WIRES, SEE WIRE SIZING TABLE. ALL PIPES UNDER PAVEMENT ARE TO BE SLEEVED SEPARATELY PER DETAIL. | PER PLAN | SHT. XX DET. X |
| NOT SHOWN | NEW UF RATED CONTROL WIRE, 12 GA COMMON, 14 GA PILOT, 12/14 GA | - | SHT. XX DET. X |
| 1. PIPING AND VALVES ARE SHOWN IN HARDSCAPE FOR CLARITY ONLY. PLANS ARE ESSENTIALLY DIAGRAMMATIC.
2. CONTRACTOR TO VERIFY STATIC PRESSURE PRIOR TO START OF ANY IRRIGATION WORK. CONTACT ENGINEER IF THERE ARE ANY DISCREPANCIES.
3. SEE IRRIGATION NOTE #11 FOR ELECTRICAL CONNECTION
4. SEE SPECIFICATIONS FOR ADDITIONAL INFORMATION | | | |
- IRRIGATION LEGEND
- | SYMBOL | MANUFACTURER | MODEL NUMBER AND DESCRIPTION | FLOW | P.S.I. | NOTES |
|--|--------------|---|----------|--------|-------------------------|
|  | RAIN BIRD | RWS-M-B-C 1402 TREE BUBBLER WITH RWS-SOCK
INSTALL TWO (2) BUBBLERS FOR EACH TREE | 0.50 GPM | 30 | SEE SHEET ID-2 DETAIL 5 |
- IRRIGATION DRIPLINE LEGEND
- | SYMBOL | MANUFACTURER/MODEL # | PRECIP | PSI | DETAIL |
|---|---|-----------|-----|----------------|
|  | HUNTER HDL-06-16-XX-COP DRIPLINE WITH COPPER OXIDE-INFUSED. 0.6 GPH, 18" SPACING, TO BE INSTALLED BELOW FINISH GRADE AND COVER WITH MULCH PER DETAIL. | 0.6 IN/HR | 30 | SHT. XX DET. X |
|  | HUNTER ECO-ID TO BE INSTALLED AT EACH END OF DRIP SYSTEM. INSTALL PER MANUFACTURER STANDARDS. | - | | - |
|  | HUNTER AVR-075 AIR VACUUM RELIEF VALVE TO BE INSTALLED ATTHE HIGHEST POINT OF DRIP SYSTEM. INSTALL PER DETAIL. | - | | SHT. XX DET. X |
- PLANT TYPE

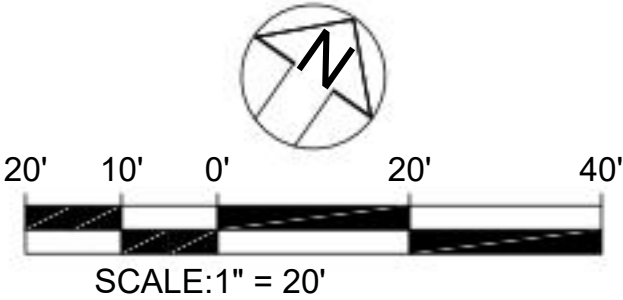
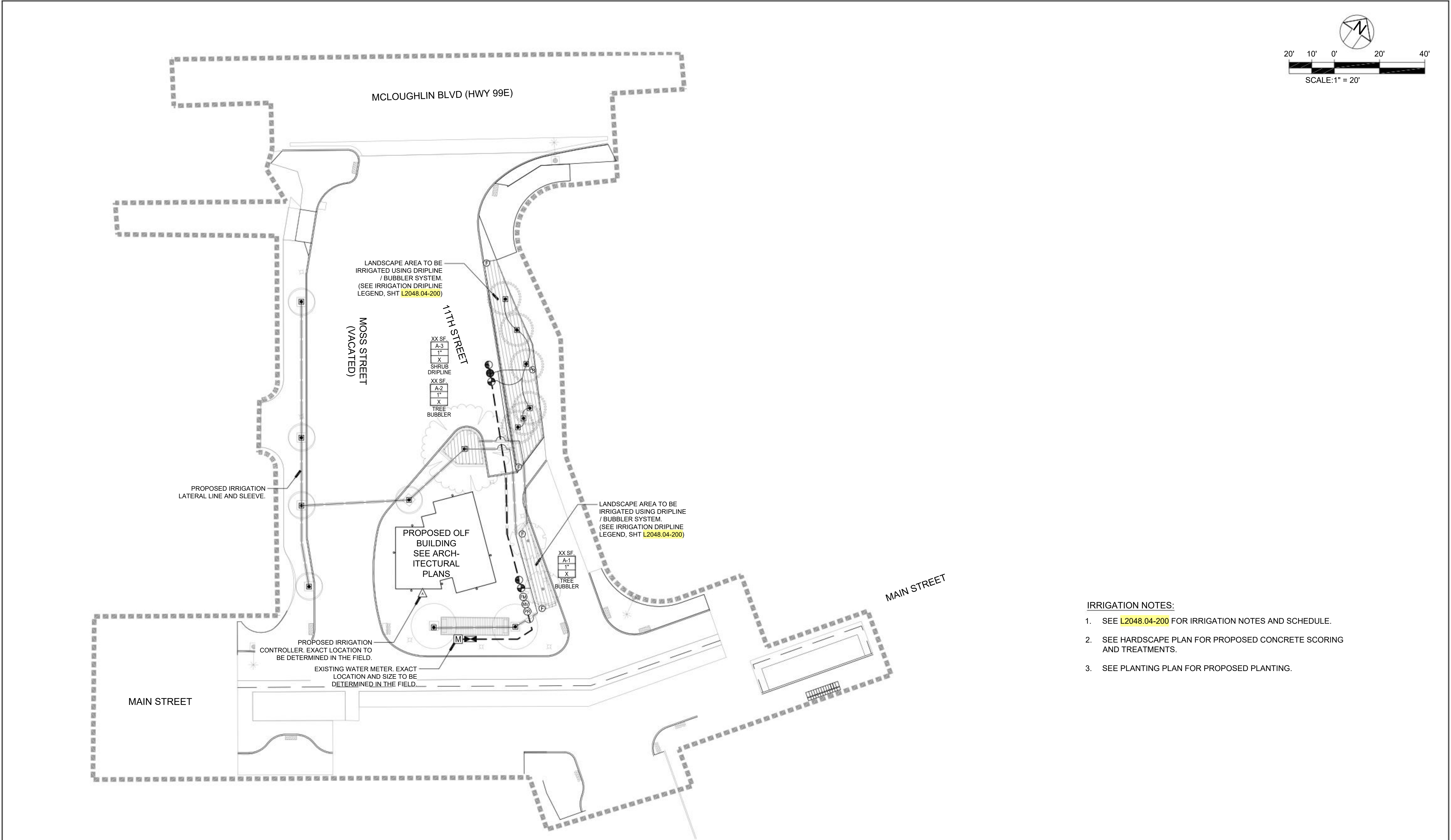
STATION

VALVE SIZE

FLOW (GPM)

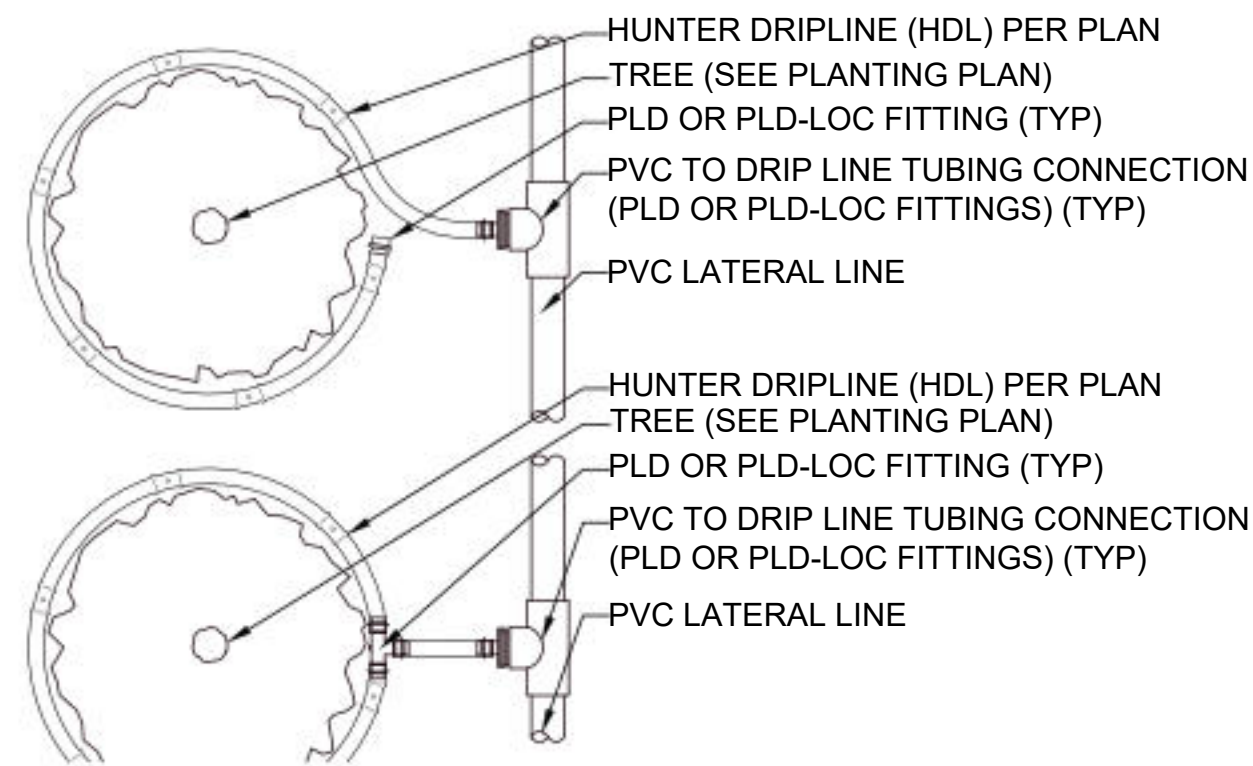
HEAD TYPE
- NOTE TO CONTRACTOR :
- SET PRESSURE REGULATOR AT POINT OF CONNECTION PER THE PRESSURE LOSS CALCULATION IN THE FIELD.
- SET PRESSURE REGULATOR AT EACH REMOTE CONTROL VALVE TO 30 PSI (BUBBLER / SPRAY SYSTEM) AND 45 PSI (ROTOR SYSTEM) IN THE FIELD.
- VERIFY STATIC PRESSURE IN THE FIELD PRIOR TO COMMENCING IRRIGATION WORK.
- POC # 1 - CONTROLLER #A
DOMESTIC WATER
- WATER METER SIZE - EXISTING - VERIFY SIZE AND STATIC PRESSURE IN THE FIELD
PEAK DEMAND: 30 GPM
STATIC PRESSURE: XX PSI (CONTRACTOR TO VERIFY IN THE FIELD)
WATER SOURCE & PHONE #: TRI-MET (XXX) XXX-XXXX
DATE INFORMATION OBTAINED: AUGUST 22, 2024
IRRIGATED AREA: XX ACRE
ESTIMATED ANNUAL WATER USE: XX AC-FT./YR.
- IRRIGATION CONTROLLER
- CONTROLLER #A: HUNTER PRO-C WITH PCM-900 AND SOLAR-SYNC WEATHER SENSOR.
CONTROLLER AND ENCLOSURE ASSEMBLY AND INSTALLATION MUST BE APPROVED BY MANUFACTURER REPRESENTATIVE.
- VALVE BOX NOTE:
- ALL IRRIGATION VALVE BOXES SHALL BE GREEN IN COLOR. TO BE INSTALLED INSIDE PLANTING AREA.
- LATERAL LINE PIPE SIZE:
- ALL IRRIGATION LATERAL LINES SHALL BE 3/4" MINIMUM UNLESS OTHERWISE NOTED ON THE PLAN.
- SLEEVING NOTE:
- THE CONTRACTOR SHALL SLEEVE ALL LATERAL LINE / MAINLINE AND VALVE WIRES THAT CROSS UNDER HARDSCAPE (SIDEWALK, STREET, ETC.). ALL SLEEVING SHALL BE 2 TIMES THE DIAMETER OF THE PIPE USED. REFER TO SLEEVING CHART.
- SURVEY NOTE:
- EXISTING WATER LINE LOCATIONS ARE APPROXIMATE. CONTRACTOR TO VERIFY EXACT LOCATION IN THE FIELD.
- SLEEVING CHART
- | | | |
|---------------|-------------|----------------|
| PVC SCH.40 | | |
| 1 1/4" SLEEVE | 1-4 WIRES | 1/2" PIPE |
| 1 1/2" SLEEVE | 5-10 WIRES | 3/4" PIPE |
| PVC CLASS 315 | | |
| 2" SLEEVE | 11-20 WIRES | 1" PIPE |
| 2 1/2" SLEEVE | 21-30 WIRES | 1 1/4" PIPE |
| 3" SLEEVE | 31-40 WIRES | 1 1/2" PIPE |
| 4" SLEEVE | 41-60 WIRES | 2" PIPE |
| PVC CLASS 200 | | |
| 6" SLEEVE | 61-99 WIRES | 2 1/2"-3" PIPE |
| 8" SLEEVE | 100+ WIRES | 4" PIPE |
| 10" SLEEVE | N/A | 6" PIPE |
- | | | | | |
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| NO. | DATE | BY | APPD. | REVISIONS |
| | | CHK. | | |
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|----------|----------|
| STF | 07/15/24 |
| DESIGNED | DATE |
| JUWO | 07/24/24 |
| DRAWN | DATE |
| JAHE | 08/06/24 |
| CHECKED | DATE |
| APPROVED | DATE |
- 60% DESIGN
-
- TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON
-
- DAVID EVANS
AND ASSOCIATES INC.
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663
-
- ENGINEERING & CONSTRUCTION
DIVISION
101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204
- OREGON CITY TRANSIT CENTER
TC IMPROVEMENTS
- LANDSCAPE
HARDSCAPE PLANS AND NOTES
IRRIGATION PLAN AND NOTES
- | | | | | | | | | | | | | | | | |
|------------|-----------------------|-------|------------|-----------|--|-------|--|--------|---------|--------------|--------------|---------------|------------|------------|-----------|
| SUBMITTED: | JENNA HOPI JENNATHORI | DATE: | 08/29/2024 | APPROVED: | | DATE: | | SCALE: | N/A/XXX | DRAWING NO.: | L2048.04-200 | CONTRACT NO.: | RC230177ZC | SHEET NO.: | 42 of 109 |
|------------|-----------------------|-------|------------|-----------|--|-------|--|--------|---------|--------------|--------------|---------------|------------|------------|-----------|
- Page 63 of 340

C:\pwworkspace\22dms418461\L2048_04-200.dwg Aug. 28, 2024 - 12:41 PM Julia wood
Plot Date 8/28/2024 12:50 PM Julia wood



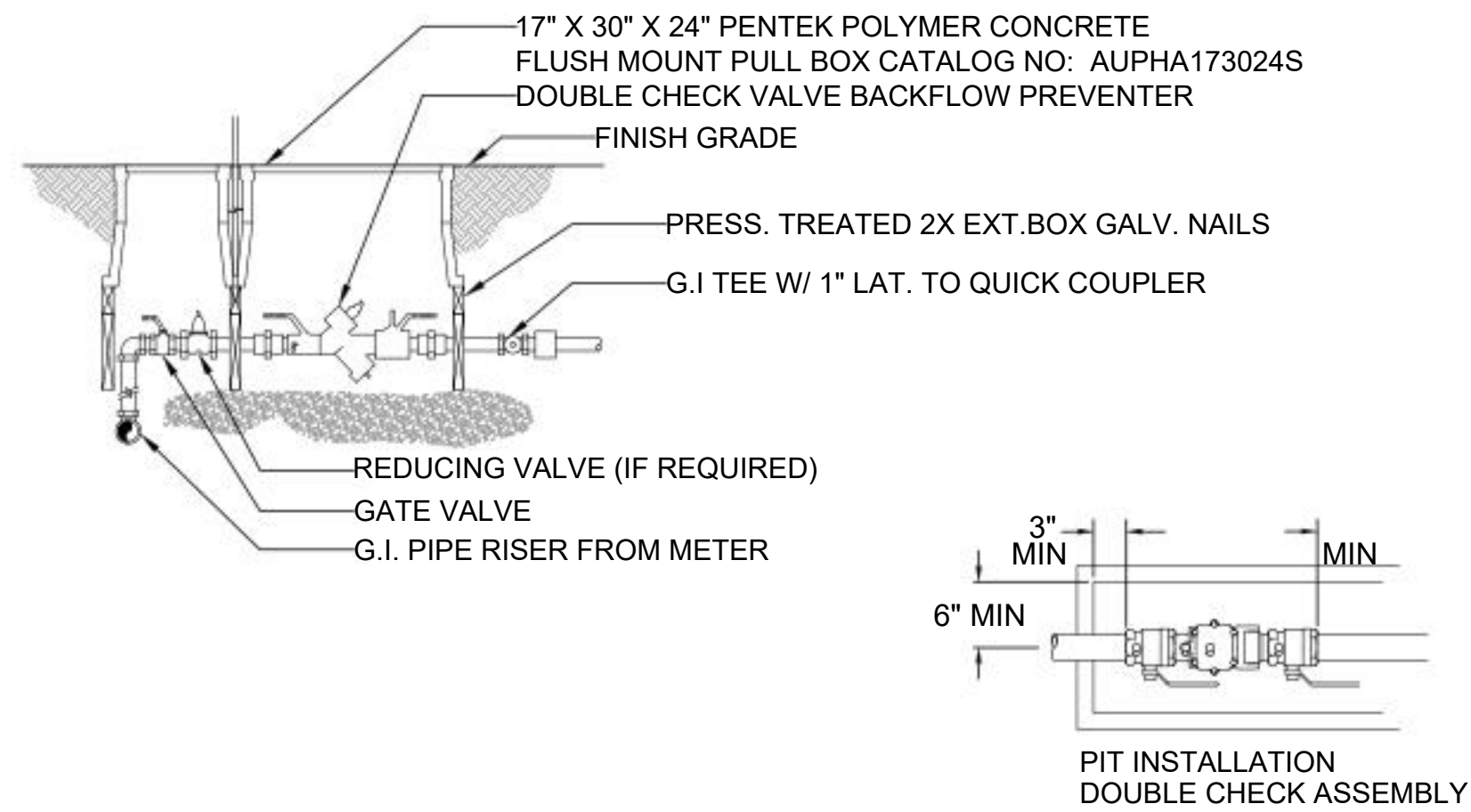
- IRRIGATION NOTES:
- SEE L2048.04-200 FOR IRRIGATION NOTES AND SCHEDULE.
 - SEE HARDSCAPE PLAN FOR PROPOSED CONCRETE SCORING AND TREATMENTS.
 - SEE PLANTING PLAN FOR PROPOSED PLANTING.

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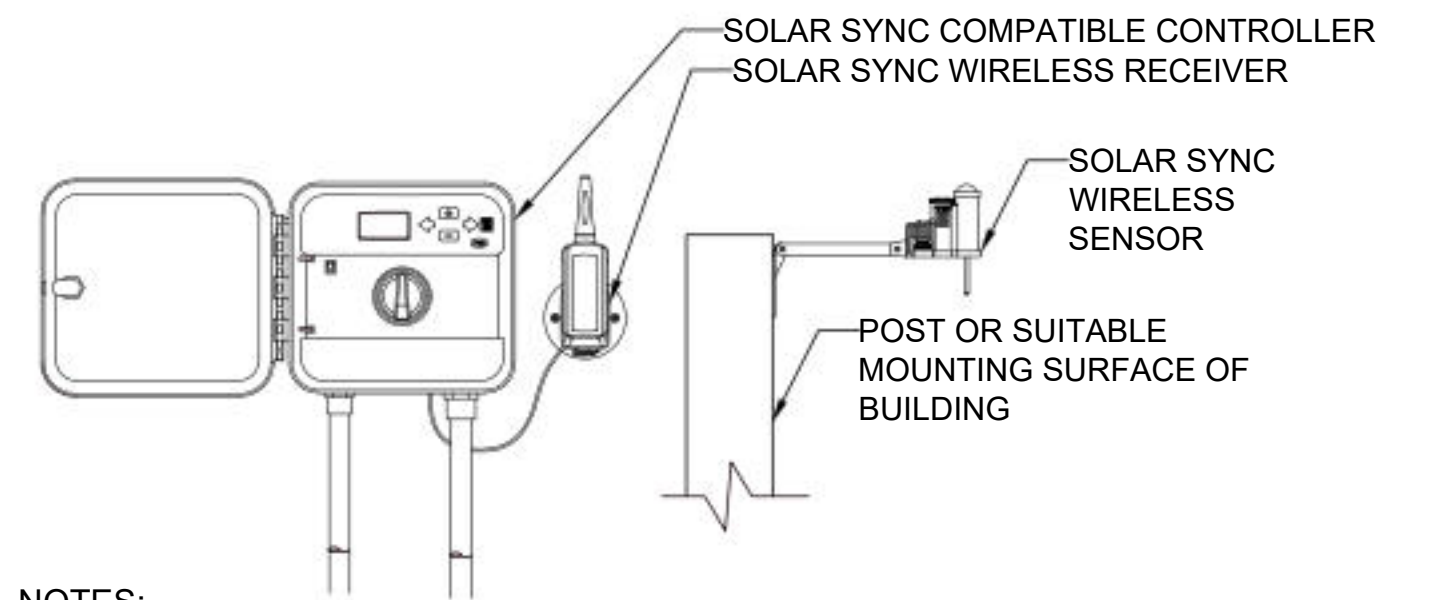


NOT TO SCALE

TREE RING DRIP IRRIGATION



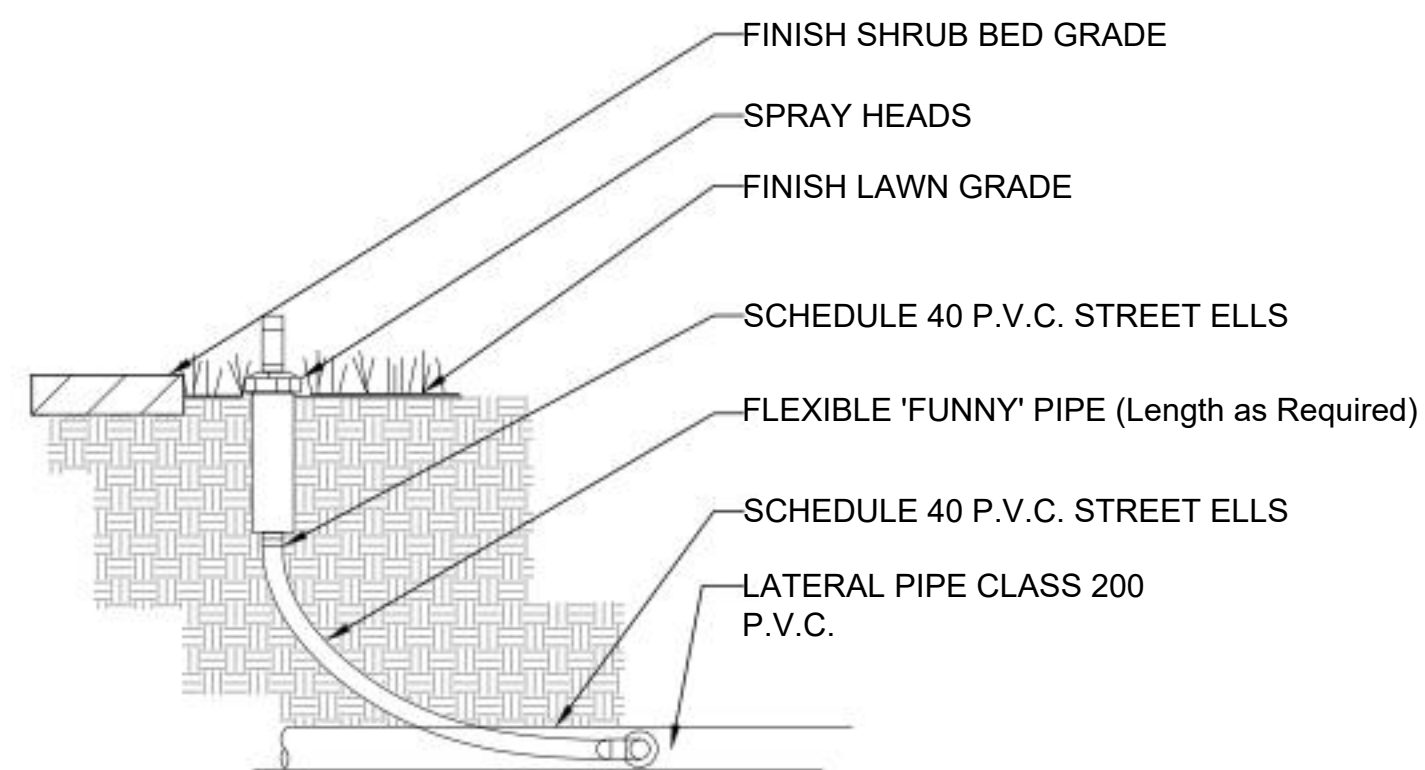
BACKFLOW PREVENTER (DOUBLE-CHECK)



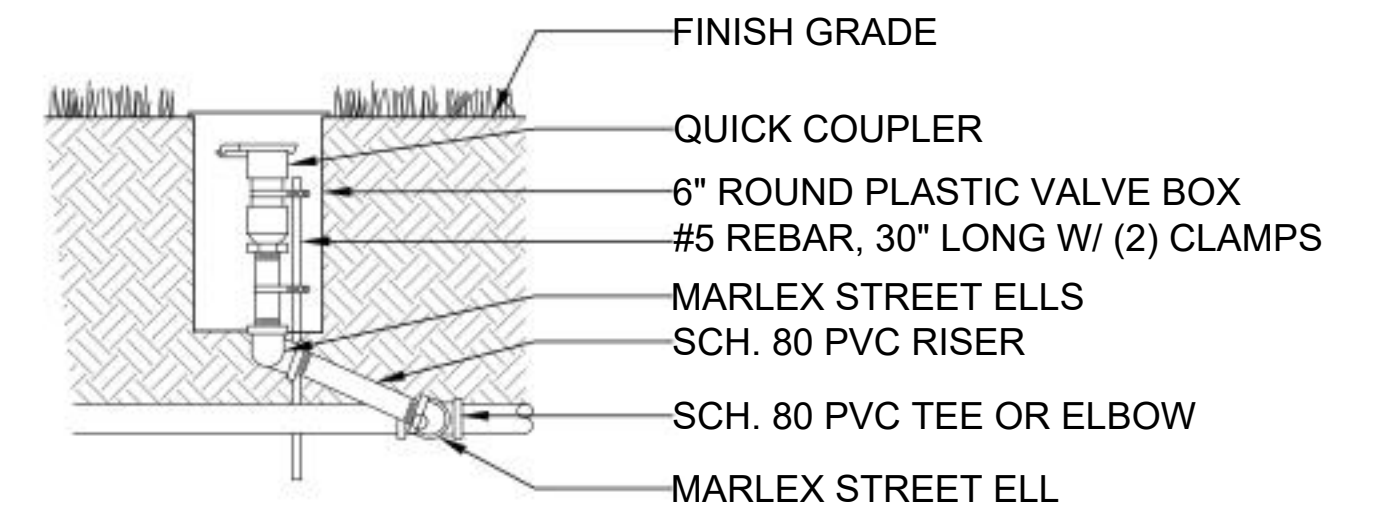
NOTES:

THE SOLAR SYNC SENSOR SHALL BE INSTALLED ON THE SOUTH OR SOUTHWESTERN FACING AREA OF THE ROOF. THE AREA SELECTED SHALL BE IN A CLEAR OPEN AREA OF THE ROOF NOT EFFECTED BY SHADE FROM ANOTHER BUILDING OR TREE. THE CONTRACTOR SHALL INSTALL THE SENSOR ON AN EAVE OR FASCIA BOARD PER THE DIRECTION OF THE LANDSCAPE ARCHITECT. ALL WIRING SHALL BE CONCEALED PER THE DIRECTION OF THE LANDSCAPE ARCHITECT EITHER WITHIN PVC CONDUIT OR OTHER MEANS AS DIRECTED BY THE LANDSCAPE ARCHITECT.

SOLAR SYNC / WEATHER SENSOR



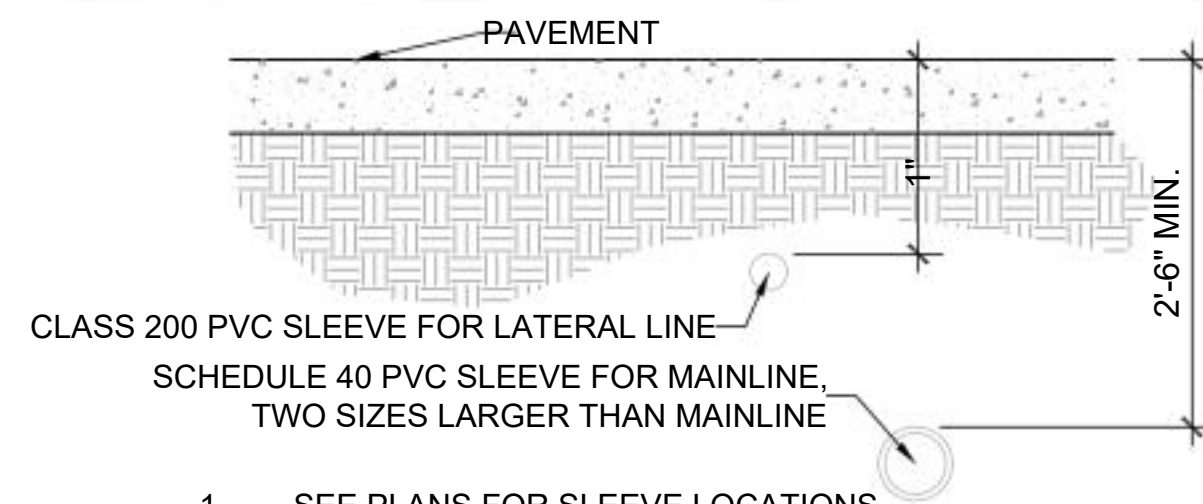
POP-UP SPRAY HEAD



NOTES:

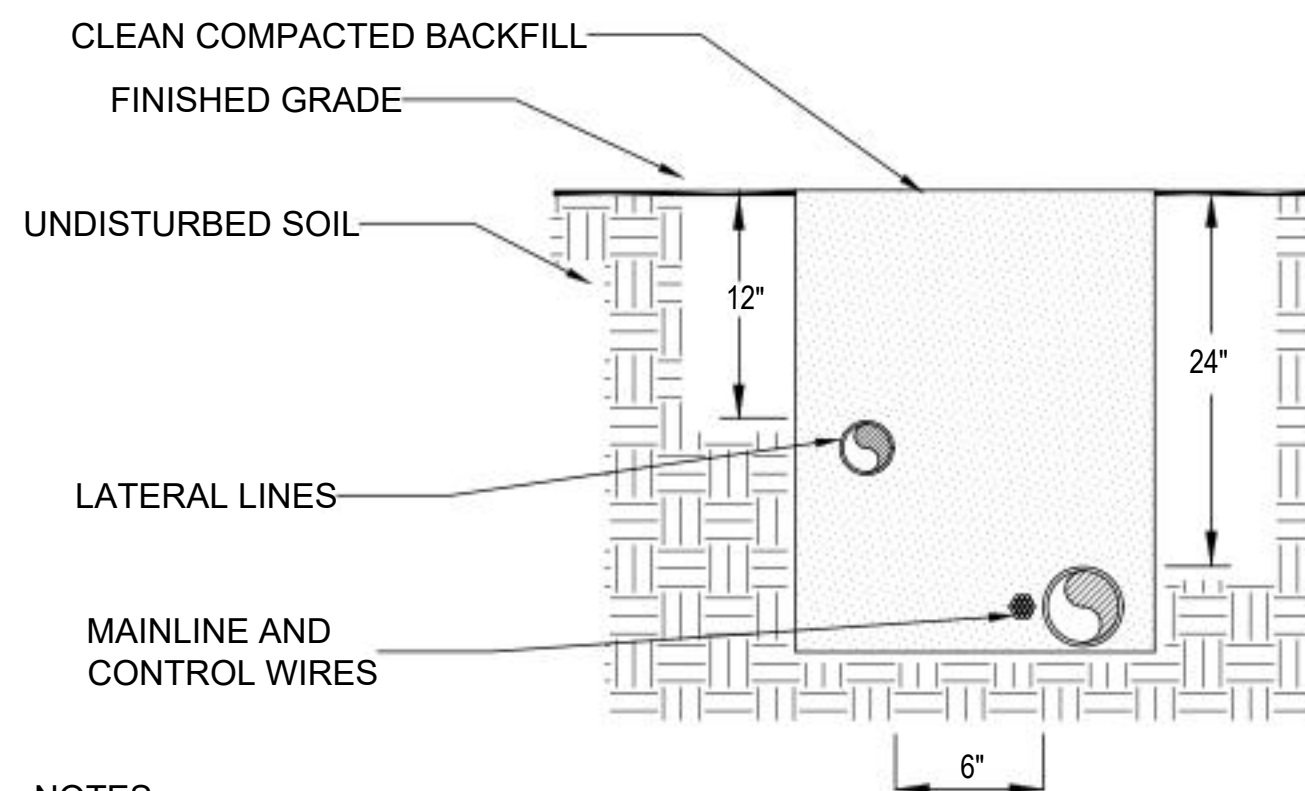
- A. SET VALVE BOX PARALLEL W/ GRADE
- B. SEAL THREAD JOINTS WITH TEFLON
- C. DO NOT REST VALVE BOX ON MAIN LINE

QUICK COUPLER



1. SEE PLANS FOR SLEEVE LOCATIONS.
2. ALL SLEEVES SHALL EXTEND 5' BEYOND ANY FLATWORK
3. CAP ENDS OF SLEEVES PRIOR TO BACKFILLING
4. MARK EACH SLEEVE END WITH A METAL T-POST
5. INSTALL A 1/4" NYLON PULL CORD EXTENDING
6. INSTALL 1 PVC SLEEVE FOR MAINLINE AND OR CURBS SHOWN ON PLANS, 10'
BEYOND MEDIAN CURBS
7. IF THREE SLEEVES ARE NOTED ON PLANS, ADD (1)-2" PVC SLEEVE FOR LATERAL PIPE
8. SLEEVING ON PLANS IS SHOWN IN DIAGRAMMATIC SLEEVES ARE SIDE BY SIDE IN
SAME TRENCH AND MAY DIFFER IN ACTUAL FIELD CONDITIONS. ENTIRE LENGTH OF
SLEEVE EXTENDING 2' ABOVE FINISHED GRADE & PAINTED ORANGE
9. IF SLEEVES INSTALLED BY BORING, THE MAIN SLEEVE SHALL BE LARGE ENOUGH TO
CONTAIN TWO SMALLER
10. PERMANENTLY MARK CURB OR PAVEMENT BY SAW CUTTING OR SCORING AN "X" IN
THE CONCRETE AT THE LOCATION OF THE SLEEVE.

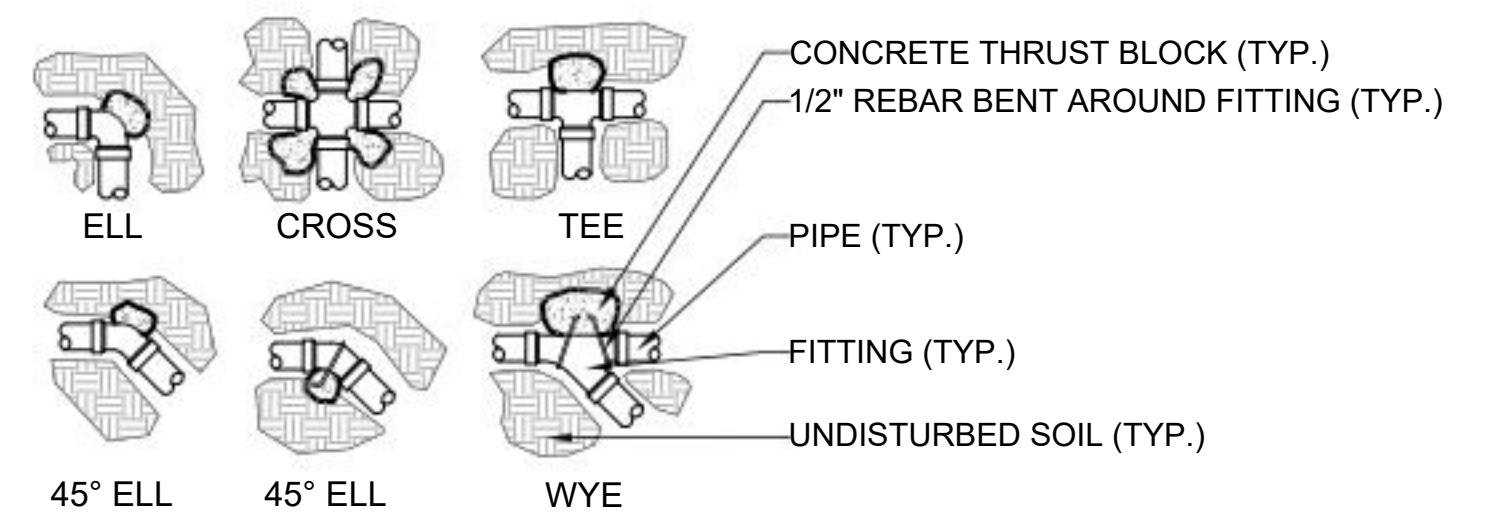
PIPE SLEEVING



NOTES:

1. TAPE CONTROL WIRES EVERY 10'
2. IN ROCKY SOILS INSTALL PIPING IN SAND BED
3. 24" DEPTH REQUIRED FOR ALL DOMESTIC MAINLINES

PIPE BURIAL



1. SUPPLY LINES 3-INCHES IN DIAMETER AND LARGER SHALL RECEIVE CONCRETE THRUST BLOCKS
2. SEE SPECIFICATIONS FOR AMOUNT OF CONCRETE TO BE USED FOR THRUST LOCK
3. ALL THRUST BLOCKS SHALL BEAR AGAINST UNDISTURBED SOIL
4. CONCRETE: MIN. CLASS B (2,000 PSI) CONCRETE
5. THRUST BLOCKS: MIN. 1 CU. FT. CONCRETE. PIPE SHALL NOTE "DO NOT ENCASED IN CONCRETE"
6. WRAP FITTINGS IN CONTACT WITH CONCRETE WITH PIPE TAPE
7. USE THRUST BLOCKS IN LOW AREAS WITH DRASTIC ELEVATION GAIN ON THE MAINLINE.

THRUST BLOCK

						STF	07/15/24
						DESIGNED	DATE
						JUWO	07/24/24
						DRAWN	DATE
						JAHE	08/06/24
						CHECKED	DATE
NO.	DATE	BY	APPD.	REVISIONS		APPROVED	DATE
		CHK.					

60% DESIGN



TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON



**DAVID EVANS
AND ASSOCIATES INC**
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663



ENGINEERING & CONSTRUCTION
DIVISION
101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

OREGON CITY TRANSIT CENTER

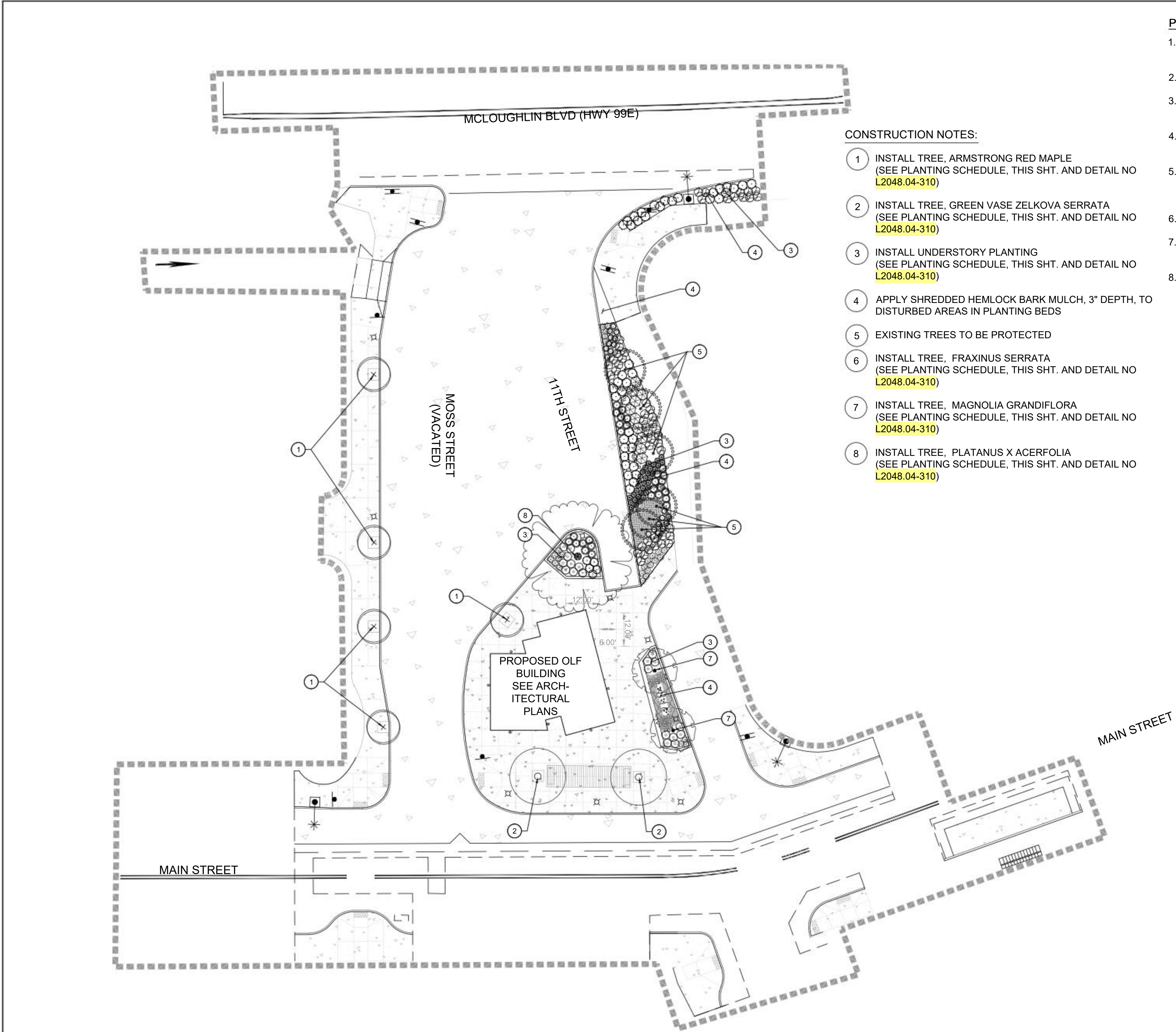
TC IMPROVEMENTS

LANDSCAPE

HARDWARE PLANTING NOTES

SUBMITTED:	DATE:	APPROVED:	DATE:	SCALE:	DRAWING NO.:	CONTRACT NO.:	SHEET NO.:
JENNA HORI JENNA HORI	08/29/2024			N/XXX	L2048.04-211	RC230177ZC	45 of 109

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Plot Date 8/28/2024 1:40 PM\julia wood

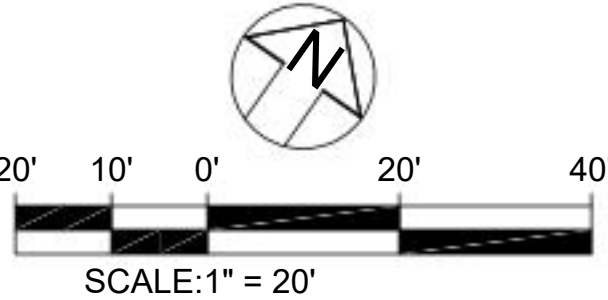


CONSTRUCTION NOTES:

- 1. INSTALL TREE, ARMSTRONG RED MAPLE (SEE PLANTING SCHEDULE, THIS SHT. AND DETAIL NO L2048.04-310)
- 2. INSTALL TREE, GREEN VASE ZELKOVA SERRATA (SEE PLANTING SCHEDULE, THIS SHT. AND DETAIL NO L2048.04-310)
- 3. INSTALL UNDERSTORY PLANTING (SEE PLANTING SCHEDULE, THIS SHT. AND DETAIL NO L2048.04-310)
- 4. APPLY SHREDDED HEMLOCK BARK MULCH, 3" DEPTH, TO DISTURBED AREAS IN PLANTING BEDS
- 5. EXISTING TREES TO BE PROTECTED
- 6. INSTALL TREE, FRAXINUS SERRATA (SEE PLANTING SCHEDULE, THIS SHT. AND DETAIL NO L2048.04-310)
- 7. INSTALL TREE, MAGNOLIA GRANDIFLORA (SEE PLANTING SCHEDULE, THIS SHT. AND DETAIL NO L2048.04-310)
- 8. INSTALL TREE, PLATANUS X ACERIFOLIA (SEE PLANTING SCHEDULE, THIS SHT. AND DETAIL NO L2048.04-310)

PLANTING NOTES:

- 1. LANDSCAPE CONTRACTOR SHALL SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
- 2. SEE SHEET L310 FOR PLANTING DETAILS.
- 3. ALL LANDSCAPING SHALL BE INSTALLED ACCORDING TO ACCEPTED BEST INDUSTRY STANDARDS FOR PLANTING PROCEDURES.
- 4. PLANT MATERIALS SHALL BE OF HIGH GRADE, AND SHALL MEET THE QUALITY AND SIZE STANDARDS FOR NURSERY STOCK.
- 5. PLANTINGS SHALL BE INSTALLED BETWEEN FEBRUARY 1st AND MAY 1st OR BETWEEN OCTOBER 1st AND NOVEMBER 15th. SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS.
- 6. PLANTINGS SHALL BE MULCHED TO A MINIMUM DEPTH OF 3 INCHES.
- 7. PLANT QUANTITIES SHOWN IN PLANS TAKE PRECEDENCE OVER QUANTITIES LISTED IN LEGEND.
- 8. PLANTS INDICATED AS SPECIMEN ARE TO BE HAND SELECTED BY LANDSCAPE ARCHITECT.



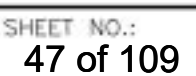
PLANT SCHEDULE

SYMBOL	BOTANICAL NAME	SIZE	WUCOLS	REMARKS	TYPE	QTY	REMARKS
TREES							
	ACER RUBRUM 'ARMSTRONG'	3" CAL.	B&B	COLUMNAR		5	
	FRAXINUS LATIFOLIA	3" CAL.		TO BE PROTECTED		6	EXISTING TO REMAIN
	MAGNOLIA GRANDIFLORA 'EDITH BOGUE'	2" CAL.	B&B			2	
	PLATANUS X ACERIFOLIA	15 GAL				1	
	ZELKOVA SERRATA 'GREEN VASE'	2" CAL	B&B	VASE		2	
SYMBOL	BOTANICAL NAME	SIZE	WUCOLS	REMARKS		QTY	REMARKS
SHRUBS							
	ACER CIRCINATUM 'PACIFIC FIRE'	15 GAL	CONTAINER	SPECIMEN		3	
	AZALEA X 'ROBLEU'	5 GAL				18	
	BERBERIS THUNBERGII 'CRIMSON PYGMY'	5 GAL				33	
	MAHONIA AQUIFOLIUM	5 GAL	CONTAINER			43	
	PHORMIUM TENAX 'PORTLAND NIGHT'	5 GAL	CONTAINER			5	
	RUDEBECKIA HIRTA	1 GAL	CONTAINER			27	
	SPIRAEA JAPONICA 'ANTHONY WATERER'	5 GAL	CONTAINER			48	
	SPIRAEA X BUMALDA 'GOLDFLAME'	5 GAL	CONTAINER			6	
	VIBURNUM DAVIDII	5 GAL				10	
GRASSES							
	HELICOTRICHON SEMPERVIRENS	5 GAL	CONTAINER			19	
	MISCANTHUS SINENSIS 'PURPURESCENS'	5 GAL	CONTAINER			28	
SYMBOL	BOTANICAL NAME	SIZE	WUCOLS	REMARKS	SPACING	QTY	REMARKS
GROUND COVERS							
	ARCTOSTAPHYLOS X 'EMERALD CARPET'	1 GAL	CONTAINER	NATIVE	18" O.C.	119 SF	
	OPHIPOGON PLANISCAPUS 'NIGER'	4"POT	CONTAINER		9" O.C.	108 SF	

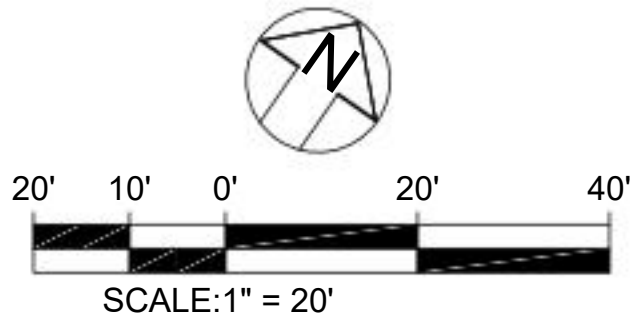
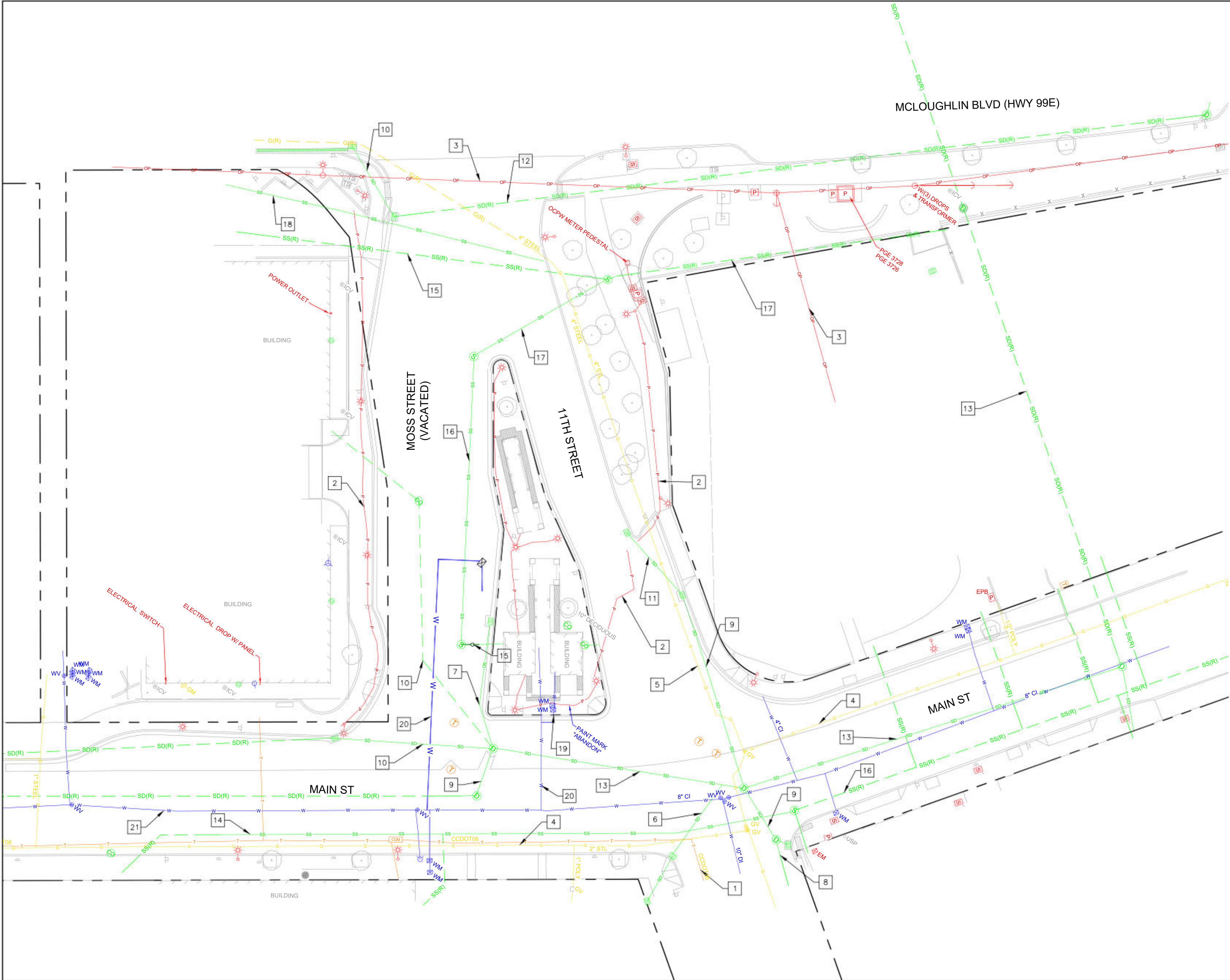
					STF DESIGNED 07/15/24 DATE	60% DESIGN	TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON			OREGON CITY TRANSIT CENTER TC IMPROVEMENTS LANDSCAPE PLANTING PLAN							
					JUWO DRAWN 07/24/24 DATE		DAVID EVANS AND ASSOCIATES INC. 2100 S River Parkway, Suite 100 Portland Oregon 97201 Phone: 503.223.6663						TRI-COUNTY MET ENGINEERING & CONSTRUCTION DIVISION 101 SW MAIN ST., SUITE 700 PORTLAND, OREGON 97204				
					JAHE CHECKED 08/06/24 DATE		SUBMITTED: JENNA HOPKINS JENNATORI			DATE: 08/29/2024			APPROVED: _____ DATE: _____				
					APPROVED DATE		SCALE: 1" = 20'			DRAWING NO.: L2048.04-300			CONTRACT NO.: RC230177ZC			SHEET NO.: 46 of 109	
NO.	DATE	BY	APPD.	REVISIONS													
		CHK.															



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Plot Date 8/28/2024 9:11 AM daniel bernier



LEGEND

SS or SA	SANITARY SEWER LINE
SD or ST	STORM SEWER LINE
OP or P	ELECTRICAL LINE
T	COMMUNICATION LINE
W	WATER LINE
G	GAS

(R) = UTILITY BASED ON AVAILABLE RECORD DRAWING DATA, PROVIDED FOR REFERENCE. STATUS AND LOCATIONS ARE UNVERIFIED.

NOTES:

- SEE DWG **U2048.04-101** FOR UTILITY DATA TABLE.
- UTILITY MAPPING BASED ON SURVEYED UTILITY LOCATES AND BEST AVAILABLE RECORD DRAWING INFORMATION.
- CONTRACTOR TO CONTACT ONE CALL FOR UTILITY LOCATE PRIOR TO ANY CONSTRUCTION. CONTRACTOR RESPONSIBLE TO VERIFY LOCATION AND ELEVATION OF EXISTING UNDERGROUND UTILITIES PRIOR TO COMMENCING WORK.
- PROTECT ALL UTILITIES UNLESS NOTED OTHERWISE IN THIS PLAN SET.
- SEE PLANS FOR PROPOSED UTILITY DESIGNS AND WORK ON EXISTING UTILITIES.

NO.	DATE	BY	APPD.	REVISIONS
		CHK.		

JMDI	3/18/24
DESIGNED	DATE
DDBE	3/18/24
DRAWN	DATE
BACA	08/27/24
CHECKED	DATE
APPROVED	DATE

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TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON



**DAVID EVANS
AND ASSOCIATES INC.**
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663



TRI-COMET
ENGINEERING & CONSTRUCTION
DIVISION
101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

SUBMITTED: JENNA HOPKINS

DATE: 08/29/2024

APPROVED: _____

DATE: _____

OREGON CITY TRANSIT CENTER TC IMPROVEMENTS UTILITIES COMPOSITE UTILITY PLAN				
SCALE:	DRAWING NO.:	CONTRACT NO.:	SHEET NO.:	
1" = 20'	U2048.04-100	RC230177ZC	48 of 109	

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Plot Date 8/28/2024 9:11 AM daniel bernier

NO.	DATE	BY	APPD.	REVISIONS	
		CHK.			

JMDI	3/18/24
DESIGNED	DATE
DDBE	3/18/24
DRAWN	DATE
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CHECKED	DATE
APPROVED	DATE

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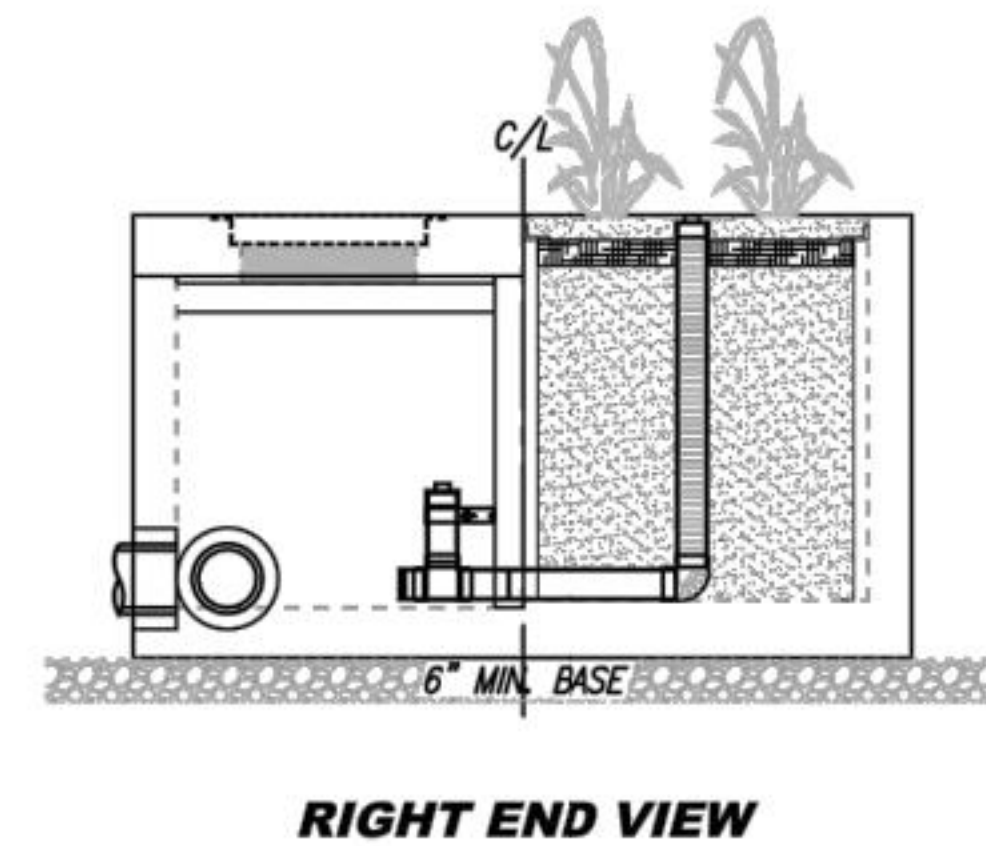
 TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON				OREGON CITY TRANSIT CENTER TC IMPROVEMENTS UTILITIES COMPOSITE UTILITIES DATA TABLE			
 DAVID EVANS AND ASSOCIATES INC. 2100 S River Parkway, Suite 100 Portland Oregon 97201 Phone: 503.223.6663		 TRI MET ENGINEERING & CONSTRUCTION DIVISION 101 SW MAIN ST., SUITE 700 PORTLAND, OREGON 97204					
SUBMITTED: JENNA HOPKINS JENNAPHORI		DATE: 08/29/2024		APPROVED: _____		DATE: _____	
SCALE: 1" = 20'		DRAWING NO.: U2048.04-101		CONTRACT NO.: RC230177ZC		SHEET NO.: 49 of 109	

COMPOSITE UTILITY DATA TABLE							
#	UTILITY	OWNER	SIZE	MATERIAL	APPROX. COVER	NOTES	DISPOSITION
1	COMMUNICATION	UNKNOWN	UNKNOWN	UNKNOWN	UNKNOWN	FROM OREGON CITY SURVEY	ACTIVE
2	ELECTRICAL	PGE	1" MIN	PVC	UNKNOWN	FROM RECORD DRAWING EE-1 5/9/90 ELECTRICAL SITE PLAN & OREGON CITY SURVEY	ACTIVE
3	OVERHEAD ELECTRIC	PGE	UNKNOWN	N/A	N/A	FROM OREGON CITY SURVEY	ACTIVE
4	GAS	NW NATURAL	2"	STL	UNKNOWN	FROM RECORD DRAWING CE-5 5/9/90 UTILITIES AND DRAINAGE & OREGON CITY SURVEY	ACTIVE
5	GAS	NW NATURAL	4"	STL	UNKNOWN	FROM RECORD DRAWING CE-5 5/9/90 UTILITIES AND DRAINAGE & OREGON CITY SURVEY	ACTIVE
6	STORM	OREGON CITY	6"	PVC	UNKNOWN	FROM RECORD DRAWING CE-5 5/9/90 UTILITIES AND DRAINAGE & OREGON CITY SURVEY	ACTIVE
7	STORM	TRIMET	8"	PVC	3'	FROM RECORD DRAWING CE-5 5/9/90 UTILITIES AND DRAINAGE & OREGON CITY SURVEY	ACTIVE
8	STORM	OREGON CITY	8"	PVC	UNKNOWN	FROM RECORD DRAWING CE-5 5/9/90 UTILITIES AND DRAINAGE & OREGON CITY SURVEY	ACTIVE
9	STORM	OREGON CITY	10"	PVC	UNKNOWN	FROM RECORD DRAWING CE-5 5/9/90 UTILITIES AND DRAINAGE & OREGON CITY SURVEY	ACTIVE
10	STORM	OREGON CITY	12"	PVC	3' MIN	FROM RECORD DRAWING CE-5 5/9/90 UTILITIES AND DRAINAGE & OREGON CITY SURVEY	ACTIVE
11	STORM	OREGON CITY	12"	CP	3' MIN	FROM RECORD DRAWING CE-5 5/9/90 UTILITIES AND DRAINAGE & OREGON CITY SURVEY	ACTIVE
12	STORM	OREGON CITY	12"	DI	3' MIN	FROM RECORD DRAWING CE-5 5/9/90 UTILITIES AND DRAINAGE & OREGON CITY SURVEY	ACTIVE
13	STORM	OREGON CITY	12"	HDPE	3' MIN	FROM RECORD DRAWING CE-5 5/9/90 UTILITIES AND DRAINAGE & OREGON CITY SURVEY	ACTIVE
14	SANITARY SEWER	OREGON CITY	24"	CP	10'	FROM RECORD DRAWING CE-5 5/9/90 UTILITIES AND DRAINAGE & OREGON CITY SURVEY	ACTIVE
15	SANITARY SEWER	OREGON CITY	6"	PVC	4' MIN	FROM RECORD DRAWING CE-5 5/9/90 UTILITIES AND DRAINAGE & OREGON CITY SURVEY	ACTIVE
16	SANITARY SEWER	OREGON CITY	8"	CP	4' MIN	FROM RECORD DRAWING CE-5 5/9/90 UTILITIES AND DRAINAGE & OREGON CITY SURVEY	ACTIVE
17	SANITARY SEWER	OREGON CITY	10"	PVC	4' MIN	FROM RECORD DRAWING CE-5 5/9/90 UTILITIES AND DRAINAGE & OREGON CITY SURVEY	ACTIVE
18	SANITARY SEWER	OREGON CITY	12"	PVC	4' MIN	FROM RECORD DRAWING CE-5 5/9/90 UTILITIES AND DRAINAGE & OREGON CITY SURVEY	ACTIVE
19	WATER	TRIMET	1 3/4"	PVC	UNKOWN	REMOVE EXISTING	N/A
20	WATER	OREGON CITY	1 3/4"	PVC	UNKOWN	FROM RECORD DRAWING CE-5 5/9/90 UTILITIES AND DRAINAGE & OREGON CITY SURVEY	ACTIVE
21	WATER	OREGON CITY	12"	DI	UNKOWN	FROM RECORD DRAWING CE-5 5/9/90 UTILITIES AND DRAINAGE & OREGON CITY SURVEY	ACTIVE

- NOTES:
1. SEE DWG U2048.04-100 FOR UTILITY LOCATIONS.

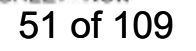
* PRELIMINARY ONLY - NOT FOR CONSTRUCTION

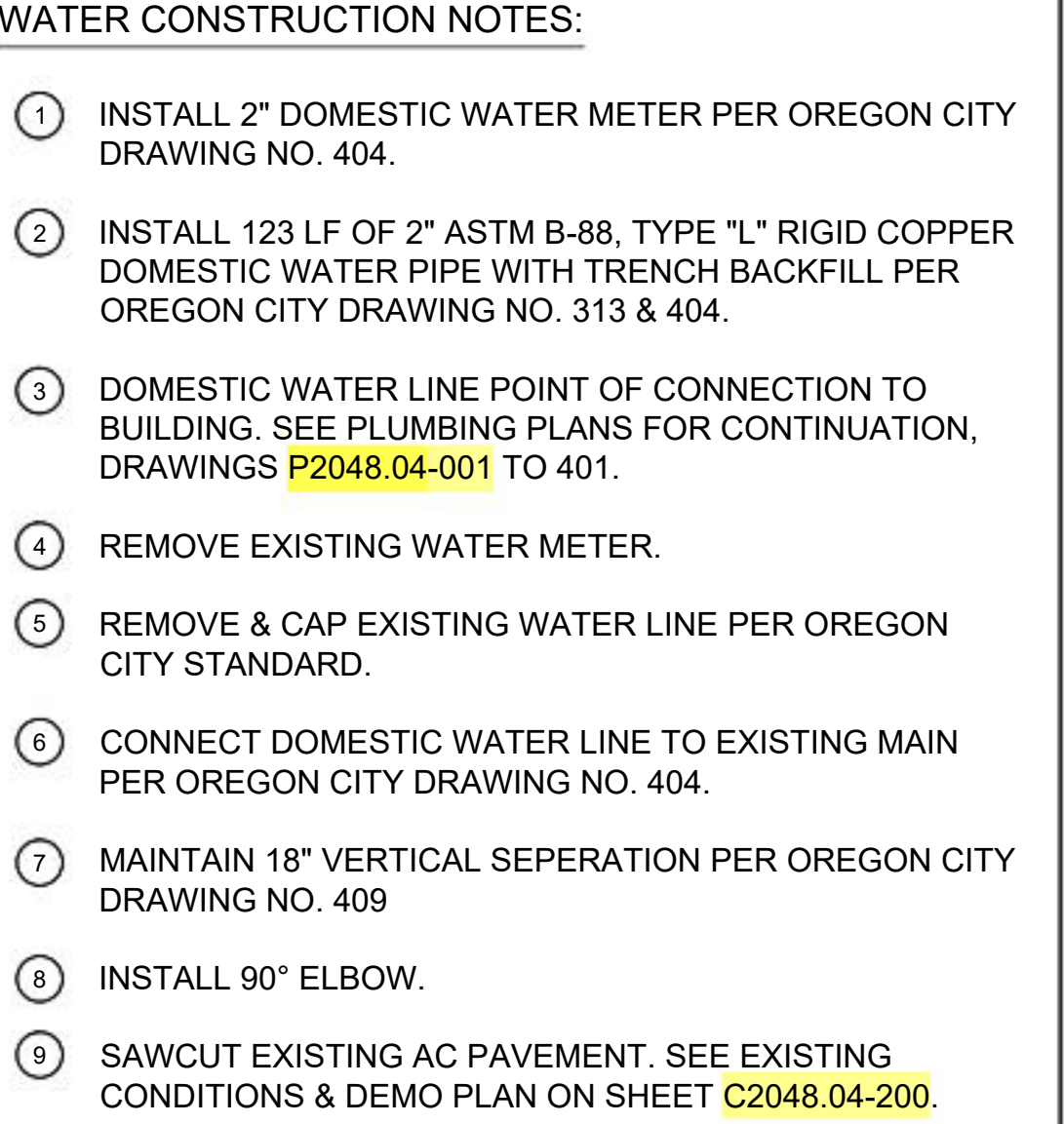
1. CONTRACTOR TO PROVIDE ALL LABOR, EQUIPMENT, MATERIALS AND INCIDENTALS REQUIRED TO OFFLOAD AND INSTALL THE SYSTEM AND APPURTENANCES IN ACCORDANCE WITH THIS DRAWING AND THE MANUFACTURER'S SPECIFICATIONS, UNLESS OTHERWISE STATED IN MANUFACTURER'S CONTRACT.
2. UNIT MUST BE INSTALLED ON LEVEL BASE. MANUFACTURER RECOMMENDS A MINIMUM 6" LEVEL ROCK BASE UNLESS SPECIFIED BY THE PROJECT ENGINEER. CONTRACTOR IS RESPONSIBLE FOR VERIFYING PROJECT ENGINEER'S RECOMMENDED BASE SPECIFICATIONS.
3. CONTRACTOR TO SUPPLY AND INSTALL ALL EXTERNAL CONNECTING PIPES. ALL PIPES MUST BE FLUSH WITH INSIDE SURFACE OF CONCRETE (PIPES CANNOT INTRUDE BEYOND FLUSH). INVERT OF OUTFLOW PIPE MUST BE FLUSH WITH DISCHARGE CHAMBER FLOOR. ALL PIPES SHALL BE SEALED WATERTIGHT PER MANUFACTURER'S STANDARD CONNECTION DETAIL.
4. CONTRACTOR RESPONSIBLE FOR CONTACTING CONTECH FOR ACTIVATION OF UNIT. MANUFACTURER'S WARRANTY IS VOID WITHOUT PROPER ACTIVATION BY A CONTECH REPRESENTATIVE.
5. VERTICAL HEIGHT VARIES BASED ON SITE SPECIFIC REQUIREMENTS.



MWS-L-8-8-V
STORMWATER BIOFILTRATION SYSTEM
STANDARD DETAIL

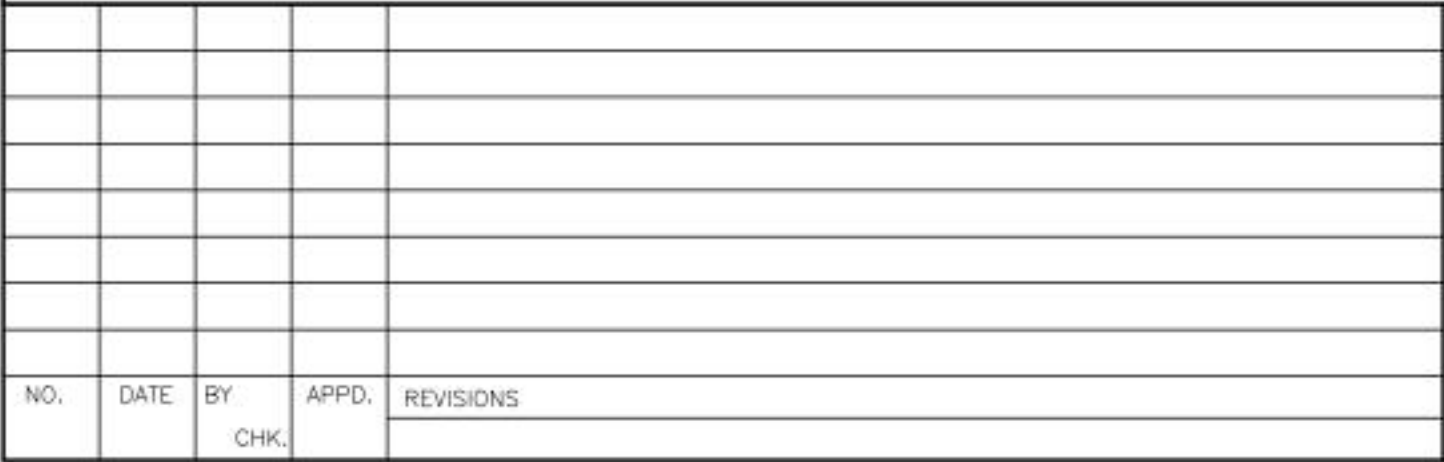
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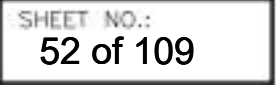


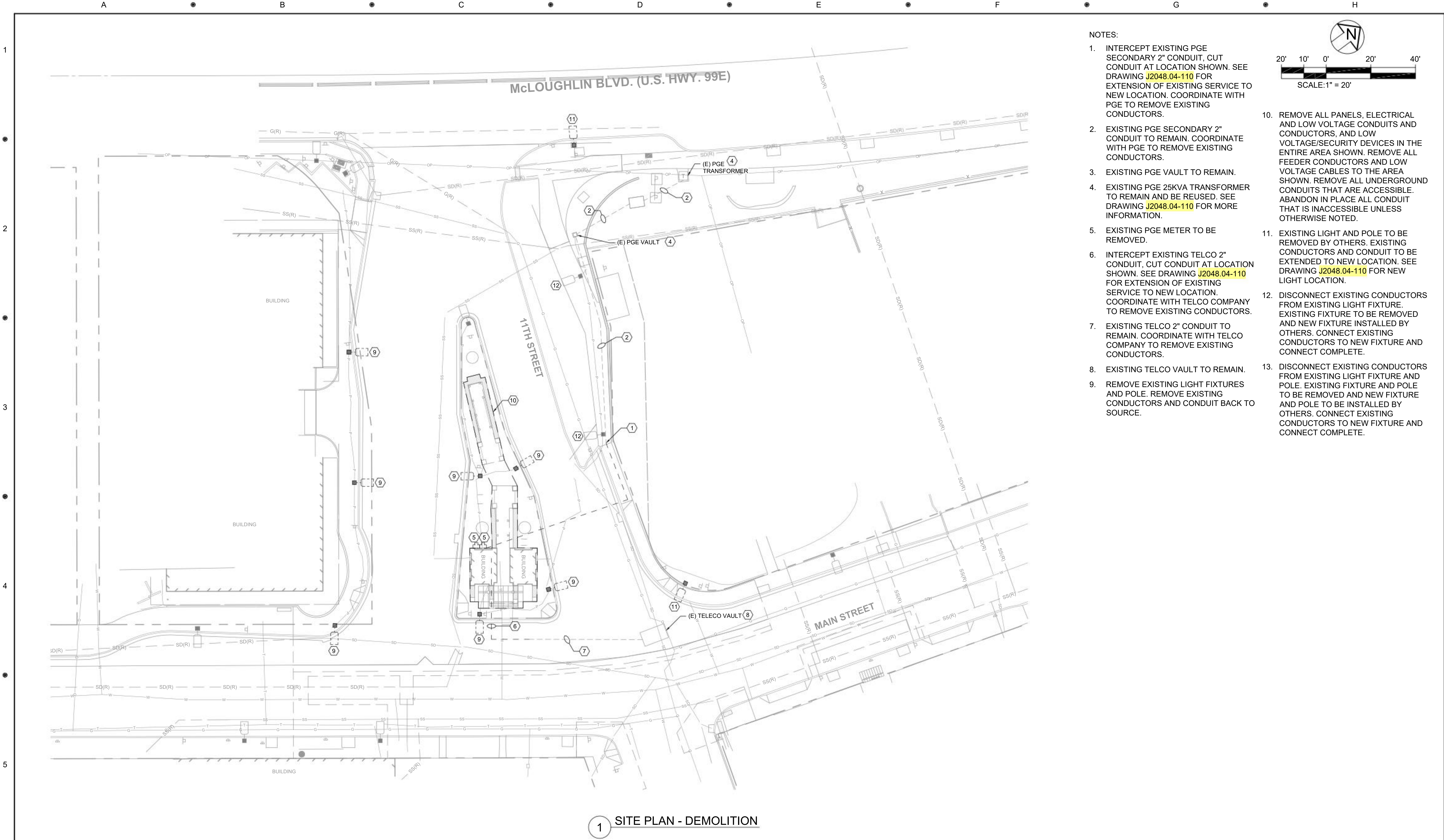
1. INSTALL 4 LF OF 6" SDR-35 PVC PIPE AT S=8.75% WITH TRENCH BACKFILL PER OREGON CITY DRAWING NO. 310 & 313.
2. SANITARY SEWER POINT OF CONNECTION TO BUILDING. SEE PLUMBING PLANS FOR CONTINUATION, DRAWINGS **P2048.04-001** TO 401.
3. PROTECT EXISTING MANHOLE IN-PLACE AND ADJUST RIM TO FINISHED GRADE.
4. REMOVE EXISTING SANITARY CONNECTION PER OREGON CITY STANDARD.
5. INSTALL CLEANOUT PER OREGON CITY DRAWING NO. 310 & 310-A.
RIM = 63.57'
IE 6" IN/OUT = 59.07'
6. CONNECT TO EXISTING MANHOLE.
RIM = 63.71'
IE OUT 10" (N) = 58.51' (EXISTING)
IE IN 6" (E) = 58.71'
7. MAINTAIN 2% MINIMUM SLOPE.

1. CONTRACTOR WILL CONTACT PROJECT ENGINEER IF SANITARY SEWER SLOPES VARY OUTSIDE OF 2% TO 10%.
2. ALL UTILITIES TO BE VERIFIED BY CONTRACTOR PRIOR TO CONSTRUCTION.



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1 SITE PLAN - DEMOLITION

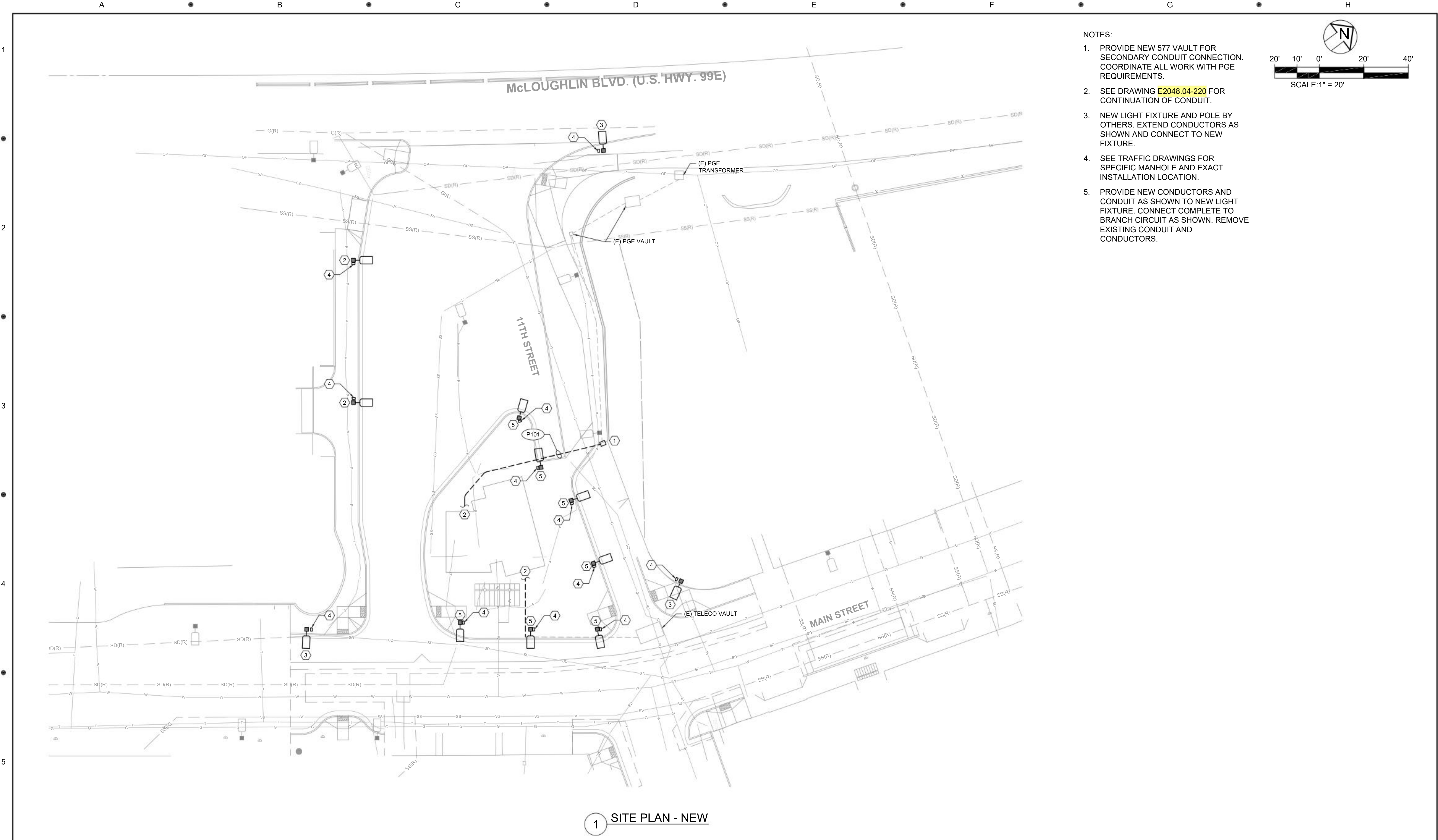
- NOTES:
- INTERCEPT EXISTING PGE SECONDARY 2" CONDUIT, CUT CONDUIT AT LOCATION SHOWN. SEE DRAWING J2048.04-110 FOR EXTENSION OF EXISTING SERVICE TO NEW LOCATION. COORDINATE WITH PGE TO REMOVE EXISTING CONDUCTORS.
 - EXISTING PGE SECONDARY 2" CONDUIT TO REMAIN. COORDINATE WITH PGE TO REMOVE EXISTING CONDUCTORS.
 - EXISTING PGE VAULT TO REMAIN.
 - EXISTING PGE 25KVA TRANSFORMER TO REMAIN AND BE REUSED. SEE DRAWING J2048.04-110 FOR MORE INFORMATION.
 - EXISTING PGE METER TO BE REMOVED.
 - INTERCEPT EXISTING TELCO 2" CONDUIT, CUT CONDUIT AT LOCATION SHOWN. SEE DRAWING J2048.04-110 FOR EXTENSION OF EXISTING SERVICE TO NEW LOCATION. COORDINATE WITH TELCO COMPANY TO REMOVE EXISTING CONDUCTORS.
 - EXISTING TELCO 2" CONDUIT TO REMAIN. COORDINATE WITH TELCO COMPANY TO REMOVE EXISTING CONDUCTORS.
 - EXISTING TELCO VAULT TO REMAIN.
 - REMOVE EXISTING LIGHT FIXTURES AND POLE. REMOVE EXISTING CONDUCTORS AND CONDUIT BACK TO SOURCE.
 - REMOVE ALL PANELS, ELECTRICAL AND LOW VOLTAGE CONDUITS AND CONDUCTORS, AND LOW VOLTAGE/SECURITY DEVICES IN THE ENTIRE AREA SHOWN. REMOVE ALL FEEDER CONDUCTORS AND LOW VOLTAGE CABLES TO THE AREA SHOWN. REMOVE ALL UNDERGROUND CONDUITS THAT ARE ACCESSIBLE. ABANDON IN PLACE ALL CONDUIT THAT IS INACCESSIBLE UNLESS OTHERWISE NOTED.
 - EXISTING LIGHT AND POLE TO BE REMOVED BY OTHERS. EXISTING CONDUCTORS AND CONDUIT TO BE EXTENDED TO NEW LOCATION. SEE DRAWING J2048.04-110 FOR NEW LIGHT LOCATION.
 - DISCONNECT EXISTING CONDUCTORS FROM EXISTING LIGHT FIXTURE. EXISTING FIXTURE TO BE REMOVED AND NEW FIXTURE INSTALLED BY OTHERS. CONNECT EXISTING CONDUCTORS TO NEW FIXTURE AND CONNECT COMPLETE.
 - DISCONNECT EXISTING CONDUCTORS FROM EXISTING LIGHT FIXTURE AND POLE. EXISTING FIXTURE AND POLE TO BE REMOVED AND NEW FIXTURE AND POLE TO BE INSTALLED BY OTHERS. CONNECT EXISTING CONDUCTORS TO NEW FIXTURE AND CONNECT COMPLETE.

NO.	DATE	BY	APPD.	REVISIONS
		CHK.		

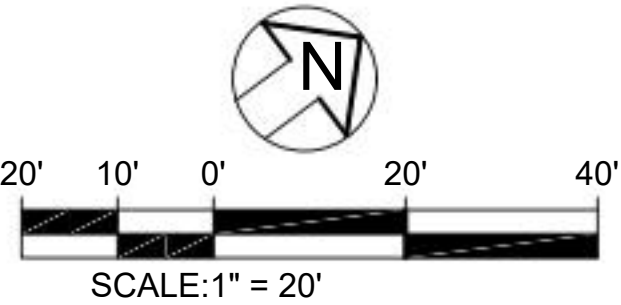
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DESIGNED	DATE
LDS	08/06/2024
DRAWN	DATE
BEP	08/06/2024
CHECKED	DATE
APPROVED	DATE

60% DESIGN
PRELIMINARY DESIGN

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON		OREGON CITY TRANSIT CENTER TC IMPROVEMENTS ELECTRICAL SITE PLAN - DEMOLITION	
LANDIS CONSULTING Salem 503-584-1576 www.landisconsulting.com	DAVID EVANS AND ASSOCIATES INC. 2100 S River Parkway, Suite 100 Portland Oregon 97201 Phone: 503.223.6663	TRI MET ENGINEERING & CONSTRUCTION DIVISION 101 SW MAIN ST., SUITE 700 PORTLAND, OREGON 97204	
SUBMITTED: JENNA HORI	DATE: 08/26/2024	APPROVED:	DATE:
		SCALE: N/A	DRAWING NO.: J2048.04-100
		CONTRACT NO.: RC230177ZC	SHEET NO.: 53 of 109



- NOTES:
1. PROVIDE NEW 577 VAULT FOR SECONDARY CONDUIT CONNECTION. COORDINATE ALL WORK WITH PGE REQUIREMENTS.
 2. SEE DRAWING **E2048.04-220** FOR CONTINUATION OF CONDUIT.
 3. NEW LIGHT FIXTURE AND POLE BY OTHERS. EXTEND CONDUCTORS AS SHOWN AND CONNECT TO NEW FIXTURE.
 4. SEE TRAFFIC DRAWINGS FOR SPECIFIC MANHOLE AND EXACT INSTALLATION LOCATION.
 5. PROVIDE NEW CONDUCTORS AND CONDUIT AS SHOWN TO NEW LIGHT FIXTURE. CONNECT COMPLETE TO BRANCH CIRCUIT AS SHOWN. REMOVE EXISTING CONDUIT AND CONDUCTORS.



1 SITE PLAN - NEW

NO.	DATE	BY	APPD.	REVISIONS
		CHK.		

MTH	08/06/2024
DESIGNED	DATE
LDS	08/06/2024
DRAWN	DATE
BEP	08/06/2024
CHECKED	DATE
APPROVED	DATE

60% DESIGN
PRELIMINARY DESIGN

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON				OREGON CITY TRANSIT CENTER TC IMPROVEMENTS ELECTRICAL SITE PLAN - NEW			
LANDIS CONSULTING		DAVID EVANS AND ASSOCIATES INC.		TRI MET		ENGINEERING & CONSTRUCTION DIVISION	
Salem 503-584-1576 www.landisconsulting.com		2100 S River Parkway, Suite 100 Portland Oregon 97201 Phone: 503.223.6663		101 SW MAIN ST., SUITE 700 PORTLAND, OREGON 97204			
SUBMITTED:		DATE:		APPROVED:		SCALE:	
JENNA HORI		08/26/2024				N/A	
						DRAWING NO.:	
						J2048.04-110	
						CONTRACT NO.:	
						RC230177ZC	
						SHEET NO.:	
						54 of 109	

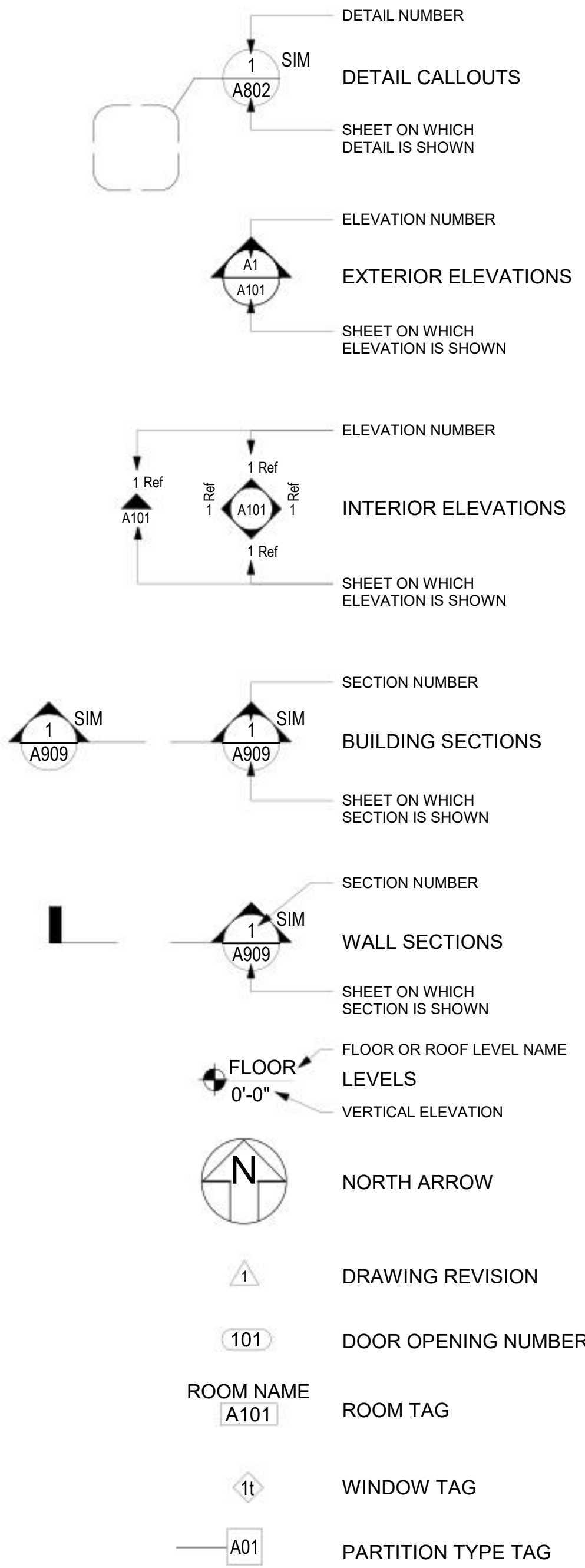
ABBREVIATIONS

AUDIO VISUAL	EL	REFERENCE ELEVATION	LPT	LOW POINT	RTG	RATING
ANCHOR BOLT	EL	EASEMENT LINE	LT	LIGHT	RTU	ROOF TOP UNIT
ACCESSIBLE	ELEC	ELECTRIC / ELECTRICAL	LTG	LIGHTING	RVL	REVEAL
ACOUSTICAL TILE	ELEV	ELEVATOR / ELEVATION	LVR	LOUVER	S	SOUTH
ADJACENT/ADJUSTABLE	EM / EMER	EMERGENCY	LWH	LIMITING WALL HEIGHT	SALV	SALVAGE
ABOVE FINISH FLOOR	ENCL	ENCLOSURE	MAINT	MAINTENANCE	SAN	SANITARY
ABOVE FINISH GRADE	ENGR	ENGINEER / ENGINEERING	MAS	MASONRY	SB	SPLASH BLOCK
AIR HANDLING UNIT	EOS	EDGE OF SLAB	MATL	MATERIAL	SCHE	SCHEDULE
ALTERNATE NO.	EPDM	ETHYLENE PROPYLENE DIENE MONOMER	MAX	MAXIMUM	SCHED	SCHEDULED
ALUMINUM			MECH	MECHANICAL	SCHEM	SCHEMATIC
ANODIZED	EQ	EQUAL	MED	MEDIUM	SCP	SCUPPER
AMERICAN NATIONAL STANDARDS INSTITUTE	EQL SP	EQUALLY SPACED	MEMB	MEMBRANE	SCWD	SOLID CORE WOOD DOOR
	EQUIP	EQUIPMENT	MFG	MANUFACTURING	SEC	SECOND
APPROVED	EST	ESTIMATE	MFR	MANUFACTURER	SECT	SECTION
APPROXIMATELY	ETC	ET CETERA	MIN	MINIMUM	SF	SQUARE FOOT / SQUARE FEET / SUPPLY FAN
ARCHITECT	EW	EACH WAY	MISC	MISCELLANEOUS		
ASSEMBLY	EWC	ELECTRIC WATER COOLER	ML	METAL LATH	SGL	SINGLE
AUTOMATIC/AUTOMATION	EXIST	EXISTING	MO	MASONRY OPENING	SHT	SHEET
AVERAGE	EXP	EXPOSED / EXPAND / EXPANSION	MOD BIT	MODIFIED BITUMEN	SHT MTL	SHEET METAL FLASHING
AMERICAN WOODWORKING INSTITUTE	EXT	EXTERIOR / EXTERNAL / EXTINGUISHER	MR	MOISTURE RESISTANT		
ACCOUSTICAL WALL TREATMENT	F / F	FACE TO FACE	MS	MOP SINK	SHTHG	SHEATHING
BACK TO BACK	F F EL	FINISHED FLOOR ELEVATION	MTD	MOUNTED	SIM	SIMILAR
BOARD	FA	FIRE ALARM / FACE AREA / FRESH AREA	MTL	METAL	SLNT	SEALANT
BUILDING	FACP	FIRE ALARM CONTROL PANEL	MULL	MULLION	SM	SHEET METAL / SMALL / SURFACE MOUNTED
BLOCKING	FD	FLOOR DRAIN	N	NORTH		
BALLAST	FDTN	FOUNDATION	N/A	NOT APPLICABLE	SMACNA	SHEET METAL AIR CONDITIONING CONTRACTOR'S NATIONAL ASSOCIATION
BEAM/BENCH MARK	FDV	FIRE DEPARTMENT VALVE CABINET	NCOMBL	NONCOMBUSTIBLE	SPEC	SPECIFICATION(S)
BOTTOM OF STEEL	FE	FIRE EXTINGUISHER	NEG	NEGATIVE	SPLY	SUPPLY
BOTTOM	FEC	FIRE EXTINGUISHER CABINET	NIC	NOT IN CONTACT	SPRT	SUPPORT
BOTTOM OF WALL	FF INSUL	FOIL BACKED INSULATION	NO	NUMBER	SQ	SQUARE
BEARING	FH	FIRE HYDRANT / FIRE HOSE	NOM	NOMINAL	SST	STAINLESS STEEL
BASEMENT	FHC	FIRE HOSE CABINET	NTS	NOT TO SCALE	STC	SOUND TRANSMISSION CLASS
BETWEEN	FIN	FINISH	O/O	OUT TO OUT	STD	STANDARD
BUILT UP ROOFING	FIN GR	FINISHED GRADE	OA	OVERALL / OUTSIDE AIR	STL	STEEL
CENTER TO CENTER	FIXT	FIXTURE	OC	ON CENTER	STL JST	STEEL JOIST
CABINET	FL	FLOW LINE / FLOOR LINE	OD	OUTSIDE DIAMETER / OUTSIDE DIMENSION	STOR	STORAGE
CATCH BASIN	FLR	FLOOR / FLOORING			STRUCT	STRUCTURAL
CEMENTITIOUS BACKER BOARD	FLUOR	FLUORESCENT	OF	OUTSIDE FACE	SURF	SURFACE
CEMENT	FR	FRAME / FIRE RATED / FIRE RETARDANT	OF/CI	OWNER FURNISHED/CONTRACTOR INSTALLED	SUSP	SUSPENDED
CEMENT PLASTER	FRT	FIRE RESISTIVE TREATED			SYMM	SYMMETRICAL
CERAMIC	FT	FOOT / FEET / FIRE TREATED / FULLY TEMPERED	OF/OI	OWNER FURNISHED/OWNER INSTALLED	T	TREAD
CUBIC FOOT / FEET			OH	OPPOSITE HAND / OVERHEAD / OVERHANG	T&B	TOP AND BOTTOM
CONTRACTOR FURNISHED / CONTRACTOR INSTALLED	FTG	FOOTING	OPNG	OPENING	T&G	TONGUE AND GROOVE
CONTRACTOR FURNISHED / OWNER INSTALLED	FURG	FURRING	OPP	OPPOSITE	TBD	TO BE DETERMINED
	FURN	FURNISH / FURNITURE	ORD	OVERFLOW ROOF DRAIN	TEL	TELEPHONE
COUNTER FLASHING	FUT	FUTURE	ORIG	ORIGINAL	TEMP	TEMPERATURE / TEMPORARY
COLD FORMED METAL FRAMING	FVC	FIRE VALVE CABINET	ORN	ORNAMENTAL	TERR	TERRAZZO
CORNER GUARD	FWD	FORWARD	ORS	OVERFLOW ROOF SCUPPER	THK	THICK / THICKNESS
CAST IN PLACE	GAGE	GAGE	PAT	PATTERN	THRES	THRESHOLD
CONTROL JOINT / CONSTRUCTION JOINT	GAL	GALLONS	PBD	PARTICLE BOARD	THRU	THROUGH
CENTERLINE	GALV	GALVANIZED	PCC	PRECAST CONCRETE	TMPD GL	TEMPERED GLASS
CEILING	GC	GENERAL CONTRACTOR	PERF	PERFORATED	TOF	TOP OF
CLOSET	GEN	GENERAL / GENERATOR	PERM	PERMANENT	TOC	TOP OF CONCRETE / TOP OF CURB
CLEAR	GI	GALVANIZED IRON	PL	PLATE / PROPERTY LINE	TOJ	TOP OF JOIST
CROSS-LAMINATED TIMBER	GL	GLASS / GROUND LEVEL	PLAM	PLASTIC LAMINATE	TOM	TOP OF MASONRY
CONCRETE MASONRY UNIT	GLZ	GLAZING	PLAS	PLASTER / PLASTIC	TOP	TOP OF PARAPET / TOP OF PAVEMENT
CLEAN OUT	GND	GROUND	PLBG	PLUMBING	TOR	TOP OF ROOF
COLUMN	GYP BD	GYPSON BOARD	PLYWD	PLYWOOD	TOS	TOP OF STEEL / TOP OF SLAB
CONCRETE	GYP SHTG	GYPSON SHEATHING BOARD.	PNL	PANEL	TOW	TOP OF WALL
CONDITION	HC	HANDICAPPED ACCESSIBLE / HOLLOW CORE	POL	POLISHED	TRTD	TREATED
CONSTRUCTION	HD	HEAD / HEAVY DUTY	PR	PAIR / PIPE RAIL	TS	TUBE STEEL
CONTINUE / CONTINUATION / CONTINUOUS	HDW	HARDWARE	PREFAB	PREFABRICATED	TYP	TYPICAL
	HDWD	HARDWOOD	PREFIN	PREFINISHED	UBC	UNIFORM BUILDING CODE
CONTRACTOR	HM	HOLLOW METAL	PRELIM	PRELIMINARY	UC	UNDERCUT
COORDINATE	HORIZ	HORIZONTAL	PREP	PREPARATION	UL	UNDERWRITER'S LABORATORIES
COPING	HP	HIGH POINT / HORSEPOWER / HIGH PRESSURE	PROJ	PROJECT	UNFIN	UNFINISHED
CORRIDOR			PT	PAINT	UNO	UNLESS NOTED OTHERWISE
CARPET	HT	HEIGHT	PT CONC	POST TENSION CONCRETE	UR	URINAL
COUNTER SUNK	HVAC	HEATING VENTILATION AND AIR CONDITIONING	PTD	PAPER TOWEL DISPENSER	UTIL	UTILITY
CERAMIC TILE			PTN	PARTITION	VAR	VARIES
CENTER	HW	HOT WATER	PV	PHOTOVOLTAIC	VCT	VINYL COMPOSITION TILE
CUBIC FOOT / CUBIC FEET	HHW	HOT WATER HEATER	PVC	POLYVINYL CHLORIDE	VERT	VERTICAL
CUBIC YARDS	ID	INSIDE DIAMETER / INTERIOR DESIGN	PVMT	PAVEMENT	VEST	VESTIBULE
COLD WATER	IF	INSIDE FACE / INTAKE FAN	QT	QUARRY TILE	VIF	VERIFY IN FIELD
DEPTH / DEEP	IN	INCHES	QTY	QUANTITY	VNR	VENEER
DOUBLE	INCAND	INCANDESCENT	R	RADIUS / RISER	VTR	VENT THROUGH ROOF
DEGREE	INCL	INCLUDING	RA	RETURN AIR	VWC	VINYL WALL COVERING
DELETE	INSTL	INSTALL	RB	RUBBER BASE / RESILIENT BASE	W	WEST / WIDTH / WIDE
DEMOLITION	INSUL	INSULATE / INSULATION	RBR	RUBBER	WI	WITH
DETAIL	INT	INTERIOR / INTERNAL	RCP	REFLECTED CEILING PLAN	W/O	WITHOUT
DETENTION	INV	INVERT	RD	ROOF DRAIN	WBL	WOOD BLOCKING
DRINKING FOUNTAIN	INV EL	INVERT ELEVATION	RE	REFERENCE	WC	WATER CLOSET / WALL COVERING
DIAMETER	J BOX	JUNCTION BOX	REBAR	REINFORCED STEEL BAR	WD	WOOD / WOOD DOOR
DIAGONAL	JAN	JANITOR	REC	RECESSED	WDW	WINDOW
DIMENSION	JAN CLO	JANITOR CLOSET	REF	REFRIGERATOR	WF	WIDE FLANGE
DISPENSER	JT	JOINT	REIN	REINFORCED / REINFORCEMENT	WGL	WIRED GLASS
DAMP/PROOFING	KIT	KITCHEN	REQD	REQUIRED	WH	WATER HEATER / WEEP HOLE
DOWN	LAB	LABORATORY	REV	REVISION	WP	WATERPROOFING / WORKING POINT
DOOR / DRAIN	LAM	LAMINATE	RGD INS	RIGID INSULATION	WPT	WOOD PRESERVATIVE TREATED
DOWNSPOUT	LAV	LAVATORY	RH	RIGHT HAND	WR	WATER RESISTANT / WEATHER RESISTANT
DETAIL	LBS	POUNDS	RL	ROOF LEADER		
DRAWING	LF	LINEAR FEET	RLG	RAILING	WT	WEIGHT
EAST	LH	LEFT HAND	RM	ROOM	WWF	WELDED WIRE FABRIC
EACH	LLH	LONG LEG HORIZONTAL	RO	ROUGH OPENING	YD	YARD / YARDS
EXTERIOR INSULATION FINISH SYSTEM	LLV	LONG LEG VERTICAL	ROW	RIGHT OF WAY		
EXPANSION JOINT	LLWA	LOWER LEVEL WORK AREA	RP	REFERENCE POINT		

GENERAL NOTES

- 1 THE FOLLOWING GENERAL NOTES APPLY TO THE ENTIRE SET OF DRAWINGS AND ARE NOT SPECIFIC TO ANY ONE DISCIPLINE.
- 2 IT IS THE CONTRACTORS RESPONSIBILITY TO REVIEW AND COORDINATE THE WORK OF ALL SUB-CONTRACTORS, TRADES AND SUPPLIERS WITH REQUIREMENTS OF THE CONTRACT BEFORE COMMENCING CONSTRUCTION, AND ASSURE THAT ALL PARTIES ARE AWARE OF ALL REQUIREMENTS, REGARDLESS OF WHERE THE REQUIREMENTS OCCUR IN THE CONTRACT DOCUMENTS, WHICH MIGHT AFFECT THE WORK OF THAT PARTY.
- 3 THE WORK DESCRIBED BY THE DRAWINGS OF ANY ONE DISCIPLINE MAY BE AFFECTED BY THE WORK DESCRIBED ON DRAWINGS OF ANOTHER DISCIPLINE AND MAY REQUIRE CROSS REFERENCE. PARTIAL SETS OF DRAWINGS ARE INCOMPLETE AND SHOULD NOT BE DISTRIBUTED OR UTILIZED BY THE CONTRACTOR.
- 4 THE DRAWINGS AND SPECIFICATIONS ESTABLISH MINIMUM REQUIREMENTS FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT.
- 5 ARCHITECT IS NOT RESPONSIBLE FOR ACCURACY OF EXISTING CONDITIONS SHOWN IN THESE DOCUMENTS. GC SHALL CONTACT ARCHITECT IMMEDIATELY IF ANY DISCREPANCIES OCCUR IN THE FIELD.
- 6 THE CONTRACTOR SHALL IDENTIFY AND NOTIFY IN WRITING TO THE ARCHITECT CONFLICTS BETWEEN THE WORK OF DIFFERENT PARTIES, AND DISCREPANCIES BETWEEN THE DOCUMENTS AND THE ACTUAL CONDITIONS AT THE EARLIEST POSSIBLE DATE SO AS TO ALLOW REASONABLE AND ADEQUATE TIME FOR THE CONFLICT TO BE RESOLVED WITHOUT DELAYING THE WORK. ALL DEVIATIONS FROM THAT WHICH IS REQUIRED BY THE CONTRACT DOCUMENTS MUST BE APPROVED IN ADVANCE BY THE ARCHITECT AND OWNER PRIOR TO PROCEEDING.
- 7 THE GENERAL NOTES, SYMBOLS AND DEFINITIONS APPLICABLE TO EACH DISCIPLINE CAN BE FOUND AT THE FRONT OF EACH DISCIPLINE'S SET OF DRAWINGS AND IS LISTED AS PART OF THE OVERALL PROJECT INDEX OF DRAWINGS.
- 8 BASIC FIRE PROTECTION AND EXITING CONCEPTS ARE ILLUSTRATED BY THE LIFE SAFETY AND CODE PLANS ON THE 'G' SERIES SHEETS. THE CONTRACTOR SHALL BE FAMILIAR WITH REQUIREMENTS AND CONSTRUCTION SHALL BE IN COMPLIANCE WITH REFERENCED FIRE RATED ASSEMBLY TESTS AND STANDARDS.
- 9 THE ARCHITECTURAL DRAWINGS ESTABLISH, COORDINATE, AS WELL AS TAKE PRECEDENCE FOR THE FINISHED APPEARANCE AND EXACT LOCATION OF ALL EXPOSED ELEMENTS OF THE WORK OF ALL TRADES, INCLUDING THAT WORK WHICH IS ILLUSTRATED PRIMARILY ON DRAWINGS OF OTHER DISCIPLINES.
- 10 THE DRAWINGS MAY MAKE REFERENCE TO AND/OR ILLUSTRATE ITEMS WHICH ARE NOT PART OF THE WORK OF THE CONTRACT. THESE 'NOT IN CONTRACT' ITEMS AS INDICATED ARE REFERENCED AND/OR ILLUSTRATED FOR THE CONTRACTORS REFERENCE, INFORMATION AND COORDINATION ONLY.
- 11 THE CONTRACTOR IS RESPONSIBLE TO COMPLY WITH ALL APPLICABLE LAWS, CODES, REGULATIONS AND ORDINANCES OF THE PLACE (CITY, COUNTY, DISTRICT, AND STATE) WHERE THE PROJECT IS LOCATED.
- 12 THE CONTRACTOR SHALL OBTAIN ALL REQUIRED PERMITS AND SIMILAR RELEASES REQUIRED FOR THE CONSTRUCTION AND OCCUPANCY OF THE PROJECT. THE CONTRACTOR SHALL FURNISH COPIES OF ALL SUCH ITEMS TO THE OWNER AND ARCHITECT WITHIN 10 DAYS OF RECEIPT OF SUCH ITEMS. IF PERMITS ARE ISSUED SUBJECT TO CERTAIN CONDITIONS OR REVISIONS TO THE WORK OR IF PERMITS ARE DELAYED FOR ANY REASON, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER AND ARCHITECT.
- 13 THE CONTRACTOR SHALL COORDINATE AND OBTAIN ALL REQUIRED INSPECTIONS OF WORK, INCLUDING THAT PERFORMED BY OWNER. CONTRACTOR SHALL REGULARLY UPDATE OWNER AND ARCHITECT REGARDING THE STATUS OF INSPECTIONS.
- 14 THE CONTRACTOR SHALL TAKE PRECAUTIONS TO MAINTAIN AND PROTECT NEW WORK AS WELL AS EXISTING SYSTEMS AND ELEMENTS WHICH ARE TO REMAIN. ANY DAMAGE TO SUCH SYSTEMS AND ELEMENTS SHALL BE IMMEDIATELY REPAIRED IN A MANNER ACCEPTABLE TO THE ARCHITECT. IF SATISFACTORY REPAIRS CANNOT BE MADE, THE CONTRACTOR SHALL REPLACE SYSTEMS AND ELEMENTS WITH NEW PRODUCTS ACCEPTABLE TO THE ARCHITECT. ALL REPAIRS AND REPLACEMENT COSTS SHALL BE THE FINANCIAL RESPONSIBILITY OF THE CONTRACTOR.
- 15 THE CONTRACTOR SHALL COORDINATE ALL WORK WITH APPLICABLE UTILITY PROVIDERS.
- 16 THE CONTRACTOR SHALL COORDINATE ALL MECHANICAL CHASE SIZES WITH MECHANICAL SUB-CONTRACTOR AND NOTIFY ARCHITECT WITH DISCREPANCIES IN THE FIELD.
- 17 THE DRAWINGS SHALL NOT BE REPRODUCED FOR SUBMITTALS. DRAWINGS OR PORTIONS THEREOF USED FOR SUBMITTALS WILL BE REJECTED AND RETURNED TO THE CONTRACTOR WITHOUT THE APPROVAL OF THE ARCHITECT.
- 18 THE CONTRACTOR SHALL PROVIDE AND COORDINATE ALL BLOCK-OUTS, SLEEVES, INSERTS, BOLTS, PLATES, ETC. FOR ALL TRADES PRIOR TO PLACING CONCRETE OR MASONRY.
- 19 THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR MEANS, METHODS AND SEQUENCES OF CONSTRUCTION.
- 20 THE CONTRACTOR SHALL PROMPTLY REMOVE AND PROPERLY DISPOSE OF ALL CONSTRUCTION AND DEMOLITION DEBRIS. THE CONTRACTOR SHALL OBTAIN APPROVAL OF OWNER FOR DETAILS RELATED TO ALL SITE ACCESS AND REMOVAL PLANS.
- 21 THE CONTRACTOR SHALL BECOME FAMILIAR WITH AND COMPLY WITH OWNER'S PROCEDURES FOR MAINTAINING A SECURE SITE AND BUILDING.
- 22 EACH INSTALLER SHALL EXAMINE THE SUBSTRATE CONDITION AND/OR SITE CONDITIONS WHICH AFFECT THE QUALITY OF EACH PRODUCT TO BE INSTALLED. IF ANY CONDITIONS EXIST WHICH WILL HAVE A DETRIMENTAL EFFECT ON THE QUALITY OF THE INSTALLATION, THE INSTALLER SHALL IMMEDIATELY ADVISE THE CONTRACTOR. INSTALLATION SHALL NOT PROCEED UNTIL THE UNSATISFACTORY CONDITIONS ARE CORRECTED. INSTALLATION OF PRODUCTS SHALL SIGNIFY ACCEPTANCE BY THE INSTALLER OF THE SUBSTRATE CONDITIONS.
- 23 THE CONTRACTOR SHALL MAINTAIN A CURRENT/UPDATED RECORD OF DRAWINGS ON SITE AT ALL TIMES.
- 24 FOR THE PURPOSE OF PRICING/ESTIMATES, WHEN THERE IS A CONFLICT/DISCREPANCY IN THE DRAWINGS AND/OR SPECIFICATIONS, THE CONTRACTOR SHALL PRICE THE HIGHER COST ITEM.
- 25 CONTRACTOR AND SUBCONTRACTOR SHALL NOT SCALE CONSTRUCTION DOCUMENTS.
- 26 ALL FINISH MATERIALS SHALL CONFORM TO I.B.C. FOR FLAME SPREAD AND SMOKE DEVELOPMENT, REFER TO SPECIFIC MATERIAL SPECIFICATION SECTION FOR ADDITIONAL REQUIREMENTS.
- 27 THE CONTRACTOR SHALL COORDINATE INFORMATION THAT IS PART OF ONE OR MORE SEPARATE BID PACKAGES WITH ADDITIONAL INFORMATION ISSUED IN THE BID PACKAGE. THE MULTIPLE BID PACKAGES SHALL CONSTITUTE A COMPLETE PROJECT.
- 28 THE CONTRACTOR SHALL COORDINATE ALL LOCATIONS AND SIZES OF HOUSEKEEPING PADS WITH MECHANICAL AND ELECTRICAL SUB-CONTRACTORS.
- 29 TOUCH UP FIREPROOFING AT SUPPORT BEAMS/TRUSSES AS REQUIRED TO MEET FIRE PROOFING REQUIREMENTS.
- 30 THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING A DUST BARRIER AT BASE BUILDING FACILITIES THROUGHOUT CONSTRUCTION.
- 31 THE CONTRACTOR SHALL PROTECT ALL EXISTING BASE BUILDING ELEMENTS.

GRAPHIC LEGEND



NO.	DATE	BY	APPD.	REVISIONS
		CHK.		

BA	02/15/24
DESIGNED	DATE
MA	03/01/24
DRAWN	DATE
JP	3/26/24
CHECKED	DATE
BA	03/27/24
APPROVED	DATE

60%
100%
DESIGN

ENGINEERING & CONSTRUCTION DIVISION

101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

OREGON CITY TRANSIT CENTER
TRANSIT CENTERS REDESIGN

ARCHITECTURAL
GENERAL NOTES

SUBMITTED: JENNA HORI

DATE: 08-29-2024

APPROVED:

DATE:

SCALE: 12" = 1'-0"

DRAWING NO.: A2048.04-001

CONTRACT NO.: RC230177ZC

SHEET NO.: 55 of 109

PROJECT DATA AND CODE ANALYSIS

RELEVANT CODES:	2022 OREGON STRUCTURAL SPECIALTY CODE 2021 OREGON ENERGY EFFICIENCY CODE
ADDRESS:	1035 MAIN STREET, OREGON CITY, OR 97045
ZONING:	MIXED USE DOWNTOWN (MUD)
CONSTRUCTION TYPE:	V-B, NOT SPRINKLERED
PROJECT DESCRIPTION:	1,211 SF CMU AND METAL CLAD OPERATOR LAYOVER FACILITY WITH METAL STANDING SEAM ROOF AND PARAPET ROOF

CHAPTER 3 - OCCUPANCY CLASSIFICATION AND USE

GROUP B, BUSINESS AND ASSEMBLY USES

CHAPTER 5 - GENERAL BUILDING HEIGHT AND AREAS

	ALLOWABLE	PROPOSED
BUILDING HEIGHT:	40' - 0"	25' - 8 1/2"
STORIES ABOVE GRADE PLANE:	2 STORY	1 STORY
BUILDING AREA:	9,000 SF	1,211 SF

CHAPTER 6 - TYPES OF CONSTRUCTION

SECTION 601 FIRE RESISTANCE RATING REQUIREMENTS FOR BUILDING ELEMENTS
TYPE VB, ANY MATERIALS PERMITTED BY OSSC. NO FIRE RESISTANCE RATING REQUIRED OF BUILDING ELEMENTS PER TABLE 601.

SECTION 602 FIRE RESISTANCE RATING REQUIREMENTS FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE FOR B OCCUPANCY:
• X 30' ≥ AT ALL EXTERIOR WALLS

CHAPTER 9 - FIRE PROTECTION AND LIFE SAFETY SYSTEMS

SECTION 903.2.9 – NO AUTOMATIC FIRE SPRINKLER SYSTEM

CHAPTER 10 - MEANS OF EGRESS

SECTION 1004 MAXIMUM FLOOR AREA ALLOWANCES PER OCCUPANT:
- ACCESSORY STORAGE AREAS = 300 GROSS
- ASSEMBLY WITHOUT FIXED SEATS = 15 NET
- BUSINESS AREAS = 150 GROSS

OCCUPANT LOAD:
SEE OCCUPANCY TABLES

SECTION 1006.2.1 - COMMON PATH OF EGRESS TRAVEL DISTANCE FOR B OCCUPANCIES, 75 FEET MAXIMUM IN BUILDINGS WITHOUT SPRINKLER SYSTEMS, ONE EXIT REQUIRED WITH OCCUPANT LOAD UNDER 49 MAXIMUM

SECTION 1017.2 - EXIT ACCESS TRAVEL DISTANCE FOR B OCCUPANCIES, 200 FEET MAXIMUM IN BUILDINGS WITHOUT SPRINKLER SYSTEMS

CHAPTER 11 - ACCESSIBILITY

ALL NEW SPACES TO BE ACCESSIBLE PER OSSC AND ANSI A117.1

CHAPTER 29 - PLUMBING

SECTION 2902.3.3 - SINGLE USER CONFIGURATION PROVIDED WITH PRIVACY LOCKS AND SIGNAGE. MAIN FLOOR FULLY ACCESSIBLE

SECTION 2902.2 SEPARATE FACILITIES SHALL NOT BE REQUIRED IN STRUCTURES OR TENANT SPACES WITH A TOTAL OCCUPANT LOAD, INCLUDING BOTH EMPLOYEES AND CUSTOMERS, OF 30 OR FEWER. ONE SINGLE-USER TOILET ROOM SHALL BE PERMITTED.

2021 OEESC - ENERGY EFFICIENCY CODE

- ENVELOPE DESIGN PER ASHRAE 90.1 - 2019
CLIMATE ZONE: 4C (MARINE)
BUILDING ENVELOPE TO COMPLY WITH PRESCRIPTIVE COMPLIANCE PATH.
- ATTIC INSULATION : R-49
 - WALLS ABOVE GRADE: R-20
 - FLOORS: R-30
 - SLAB ON GRADE: R-15 FOR 24"
 - OPAQUE DOORS: SWINGING = U-0.370, NONSWINGING = U-0.310
 - WINDOWS: OPERABLE = U-0.45 MAX, SHGC = 0.33 MAX, VT/SHGC = 1.10 MIN
 - WINDOWS: FIXED = U-0.36 MAX, SHGC = .036 MAX, VT/SHGC = 1.10 MIN

- CONTINUOUS AIR BARRIER: PER 5.4.3.1 FOR ADDITION TO BE INSTALLED AS FOLLOWS:
- CONTINUOUS AIR BARRIER NOTED IN DETAILS. THE FOLLOWING AREAS ARE TO BE WRAPPED, SEALED, CAULKED, GASKETED, OR TAPED TO MINIMIZE AIR LEAKAGE.
 1. JOINTS AT DOORS AND WINDOWS
 2. JUNCTIONS BETWEEN WALLS AND FLOORS, BETWEEN WALLS AT CORNERS AND BETWEEN WALLS AND ROOF.
 3. ALL PENETRATIONS OF AIR BARRIER
 4. ANY CHANGE IN MATERIAL OF CONTINUOUS AIR BARRIER

LEGEND - CODE COMPLIANCE SYMBOLS

- EXIT PATH
- EXIT

FE

EXIT SIGN, WITH 90 MIN. EMERGENCY BATTERY BACKUP
- FE

FIRE EXTINGUISHER
- 123

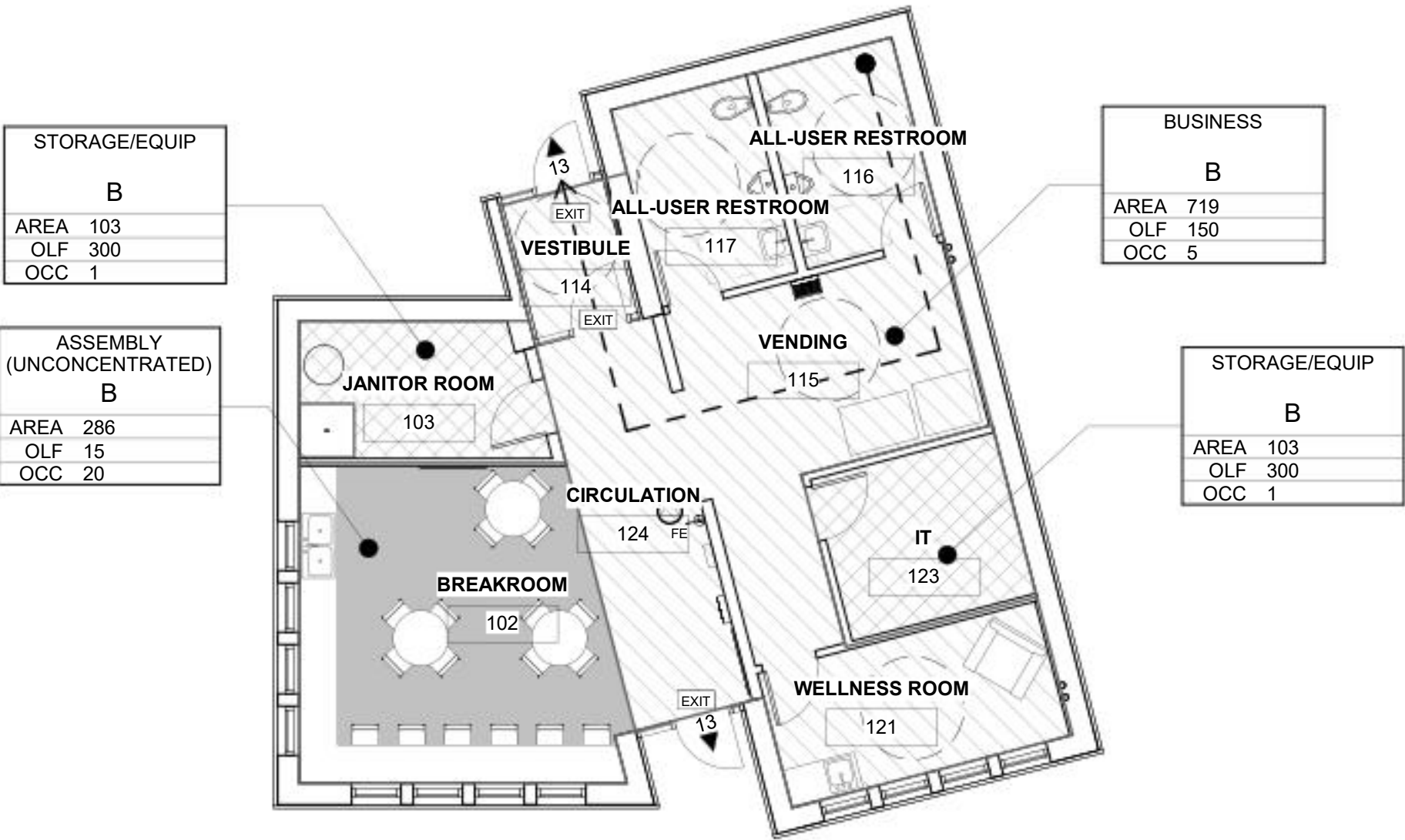
OF OCCUPANTS AT EXIT

TABLE 1004.5 - MAX. FLOOR AREA ALLOWANCES PER OCCUPANT

FUNCTION	OCCUPANCY GROUP	AREA	LOAD FACTOR	NUMBER OF OCCUPANTS
ASSEMBLY	B	286 SF	15	20
BUSINESS	B	719 SF	150	5
STORAGE/EQUIP	B	103 SF	300	1
STORAGE/EQUIP	B	103 SF	300	1
		1,211 SF		27

OCCUPANCY - USE LEGEND

- ASSEMBLY
- BUSINESS
- STORAGE/EQUIP



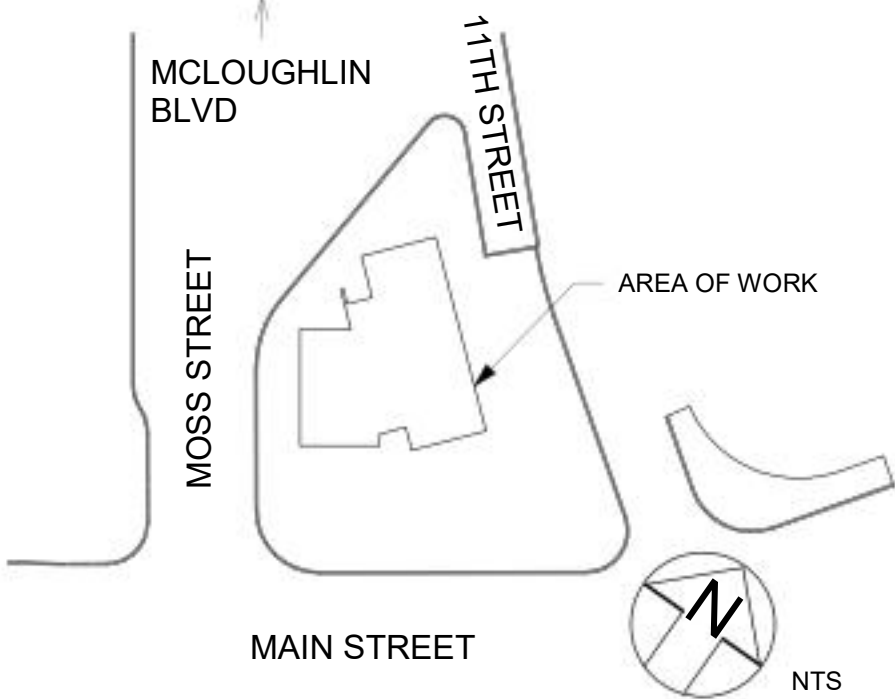
LIFE SAFETY PLAN

1/8" = 1'-0"

1
A2048.04-002



KEY PLAN



NO.	DATE	BY	APPD.	REVISIONS	
		CHK.			

BA	02/15/24
DESIGNED	DATE
MA	03/01/24
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60%
100%
DESIGN



TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

CONVERGENCE
ARCHITECTURE



DAVID EVANS
AND ASSOCIATES INC.
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663
sconsulting.com

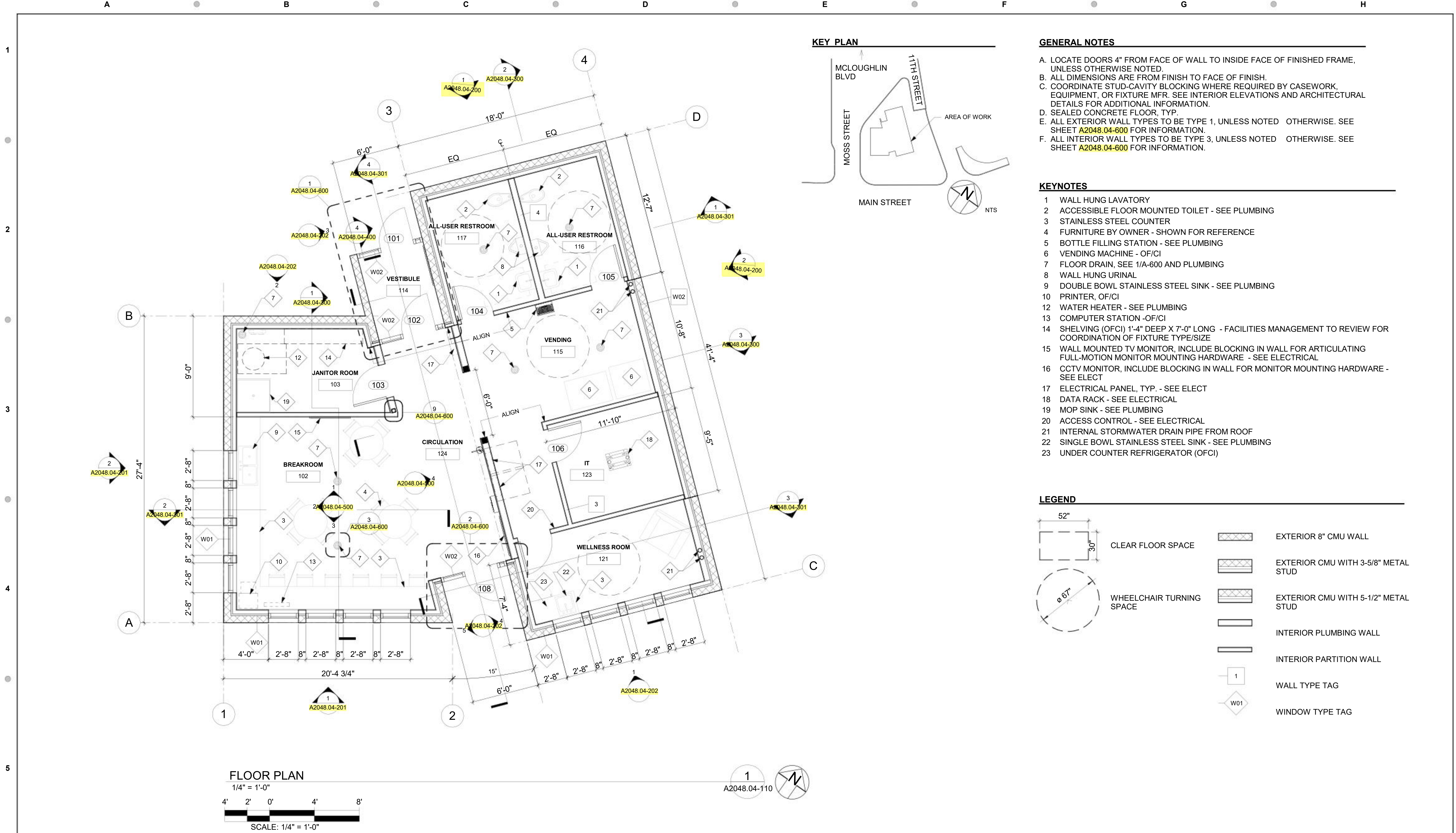
TRI MET

ENGINEERING & CONSTRUCTION
DIVISION
101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

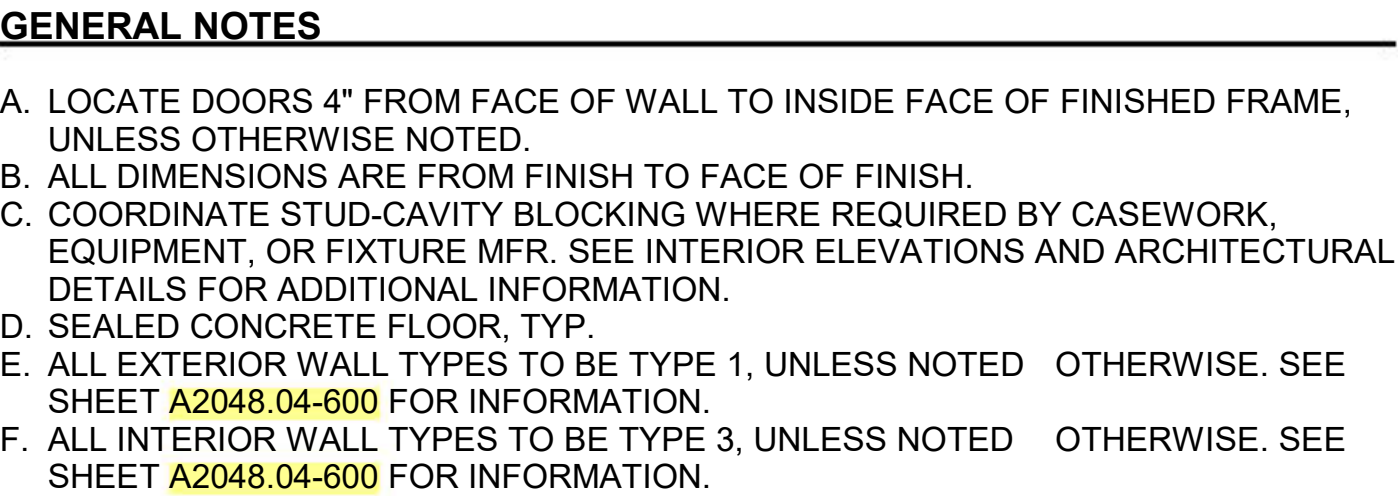
SUBMITTED:	JENNA HORI	DATE:	08-29-2024
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APPROVED:		DATE:	
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OREGON CITY TRANSIT CENTER TRANSIT CENTERS REDESIGN ARCHITECTURAL CODE SUMMARY			
SCALE:	DRAWING NO.:	CONTRACT NO.:	SHEET NO.:
As indicated	A2048.04-002	RC230177ZC	56 of 109



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1 4'X4' ATTIC ACCESS HATCH WITH COVER - FOR ACCESSING MECHANICAL
EQUIPMENT
2 MECHANICAL ERV EQUIPMENT - SEE MECHANICAL
3 EXTERIOR MECHANICAL EQUIPMENT - SEE MECHANICAL
4 DOWNSPOUT FROM METAL ROOF TO DAYLIGHT ON PARAPET ROOF
5 TPO ROOF, MINIMUM SLOPE TO BE 1/4" / 12" OR 2%
6 PARAPET WALL WITH TRIM CAP
7 CANOPY
8 ROOF DRAIN WITH OVERFLOW
9 LOUVER WALL VENT - SEE MECHANICAL

	EXTERIOR 8" CMU WALL
	EXTERIOR CMU WITH 3-1/2" METAL STUD
	WALL TYPE TAG

1
A2048.04-111

BA	02/15/24
DESIGNED	DATE
MA	03/01/24
DRAWN	DATE
JP	3/05/24
CHECKED	DATE
BA	03/27/24
APPROVED	DATE

CONVERGENCE
ARCHITECTURE



Salerno
584-1161
sconsulting.co

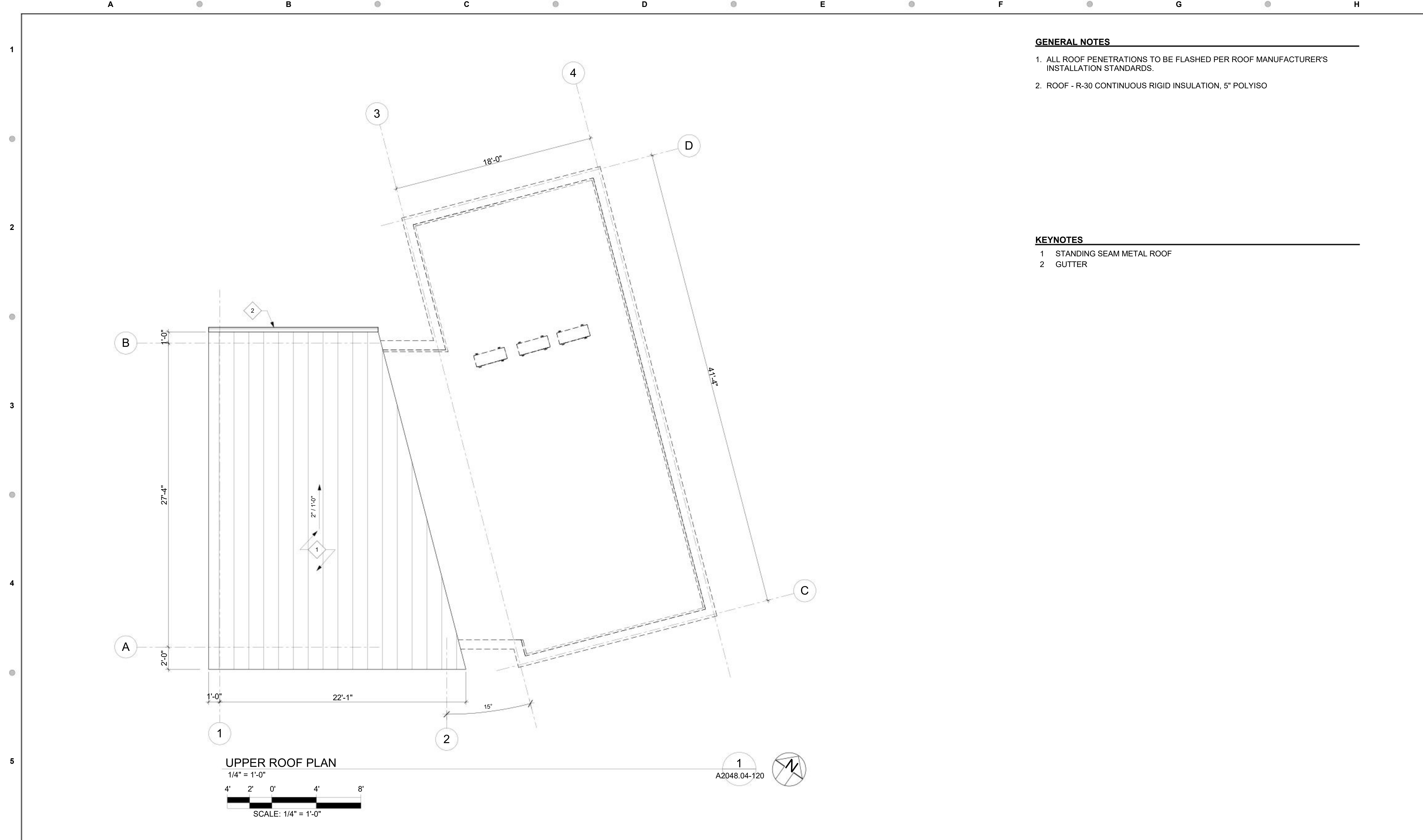
**DAVID EVANS
AND ASSOCIATES INC**
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

TRI  MET

ENGINEERING & CONSTRUCTION
DIVISION
101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

OREGON CITY TRANSIT CENTER
TRANSIT CENTERS REDESIGN
ARCHITECTURAL
ATTIC PLAN

SUBMITTED:	JENNA HORI	DATE:	08-29-2024	APPROVED:		DATE:		SCALE:	1/4" = 1'-0"	DRAWING NO.:	A2048.04-111	CONTRACT NO.:	RC230177ZC	SHEET NO.:	58 of 109
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- GENERAL NOTES**
- 1. ALL ROOF PENETRATIONS TO BE FLASHED PER ROOF MANUFACTURER'S INSTALLATION STANDARDS.
 - 2. ROOF - R-30 CONTINUOUS RIGID INSULATION, 5" POLYISO

- KEYNOTES**
- 1 STANDING SEAM METAL ROOF
 - 2 GUTTER

UPPER ROOF PLAN
1/4" = 1'-0"
4' 2' 0' 4' 8'
SCALE: 1/4" = 1'-0"

1
A2048.04-120



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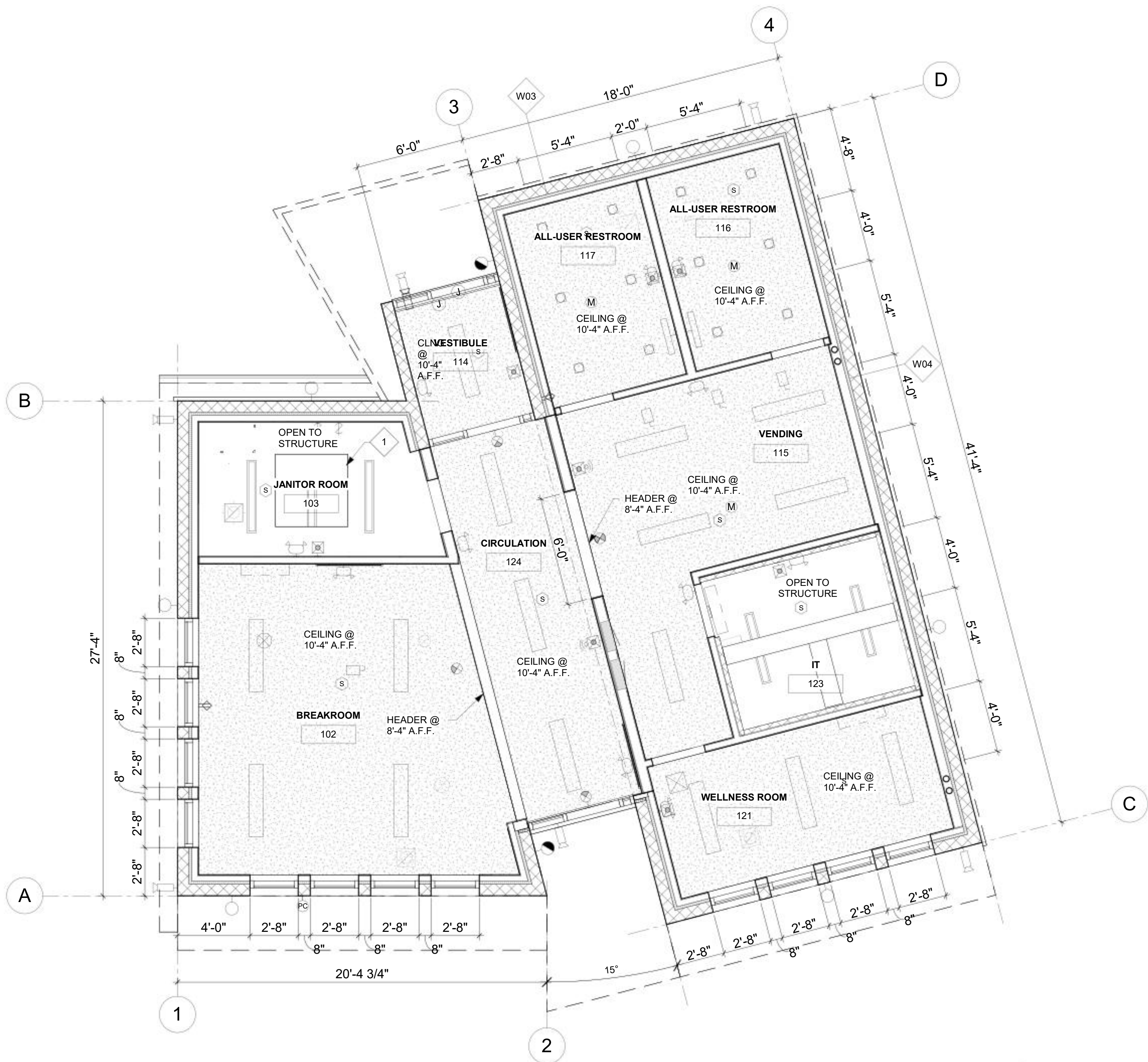
NO.	DATE	BY	APPD.	REVISIONS
		CHK.		

BA	02/15/24
DESIGNED	DATE
MA	03/01/24
DRAWN	DATE
JP	3/26/24
CHECKED	DATE
BA	03/27/24
APPROVED	DATE

60%
100%
DESIGN

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON			
CONVERGENCE ARCHITECTURE		DAVID EVANS AND ASSOCIATES INC. 2100 S River Parkway, Suite 100 Portland Oregon 97201 Phone: 503.223.6663 davevans@daiconsulting.com	
TRIOMET		ENGINEERING & CONSTRUCTION DIVISION 101 SW MAIN ST., SUITE 700 PORTLAND, OREGON 97204	
SUBMITTED:	JENNA HORI	DATE:	08-29-2024
APPROVED:		DATE:	

OREGON CITY TRANSIT CENTER TRANSIT CENTERS REDESIGN ARCHITECTURAL ROOF PLAN			
SCALE:	1/4" = 1'-0"	DRAWING NO.:	A2048.04-120
CONTRACT NO.:	RC230177ZC	SHEET NO.:	59 of 109



REFLECTED CEILING PLAN
1/4" = 1'-0"
4' 2' 0' 4' 8'
SCALE: 1/4" = 1'-0"

- GENERAL NOTES**
1. SEE ELECTRICAL FOR LIGHTING LOCATIONS.
 2. SEE MECHANICAL FOR HVAC EQUIPMENT LOCATIONS.
 3. PAINT EXPOSED MISCELLANEOUS STEEL, FIREPROOFING, DUCTWORK, MECHANICAL EQUIPMENT, ELECTRICAL CONDUIT, AND THEIR SUPPORT SYSTEMS, UNLESS OTHERWISE NOTED.

- KEYNOTES**
- 1 ATTIC ACCESS HATCH WITH COVER

- LEGEND**
- OPEN TO STRUCTURE
 - GYPSUM BOARD CEILING
 - WINDOW TYPE TAG (W01)
 - OCCUPANCY SENSOR (M)
 - SMOKE DETECTOR (S)
 - JUNCTION BOX (J)
 - EXTERIOR WALL MOUNT LIGHT
 - FIRE ALARM STROBE
 - FIRE ALARM SPEAKER STROBE
 - EMERGENCY LIGHT
 - DOWNLIGHT
 - LINEAR PENDANT LIGHT
 - SURFACE MOUNT
 - WALL MOUNT EXIT SIGN
 - WALL MOUNT AC
 - EXHAUST GRILL
 - SUPPLY DIFFUSER
 - SECURITY CAMERA

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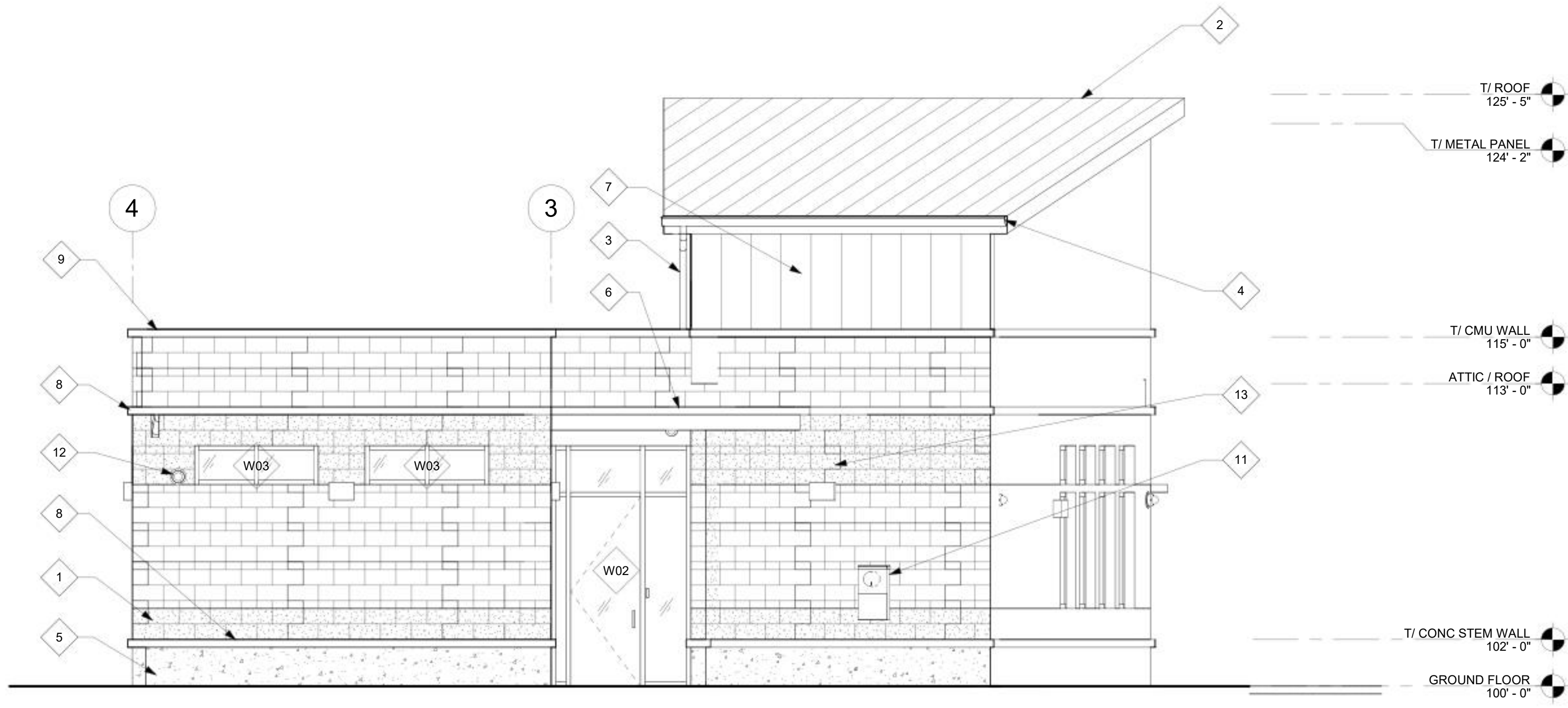
1

2

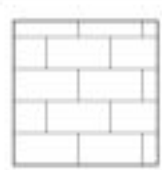
3

4

5



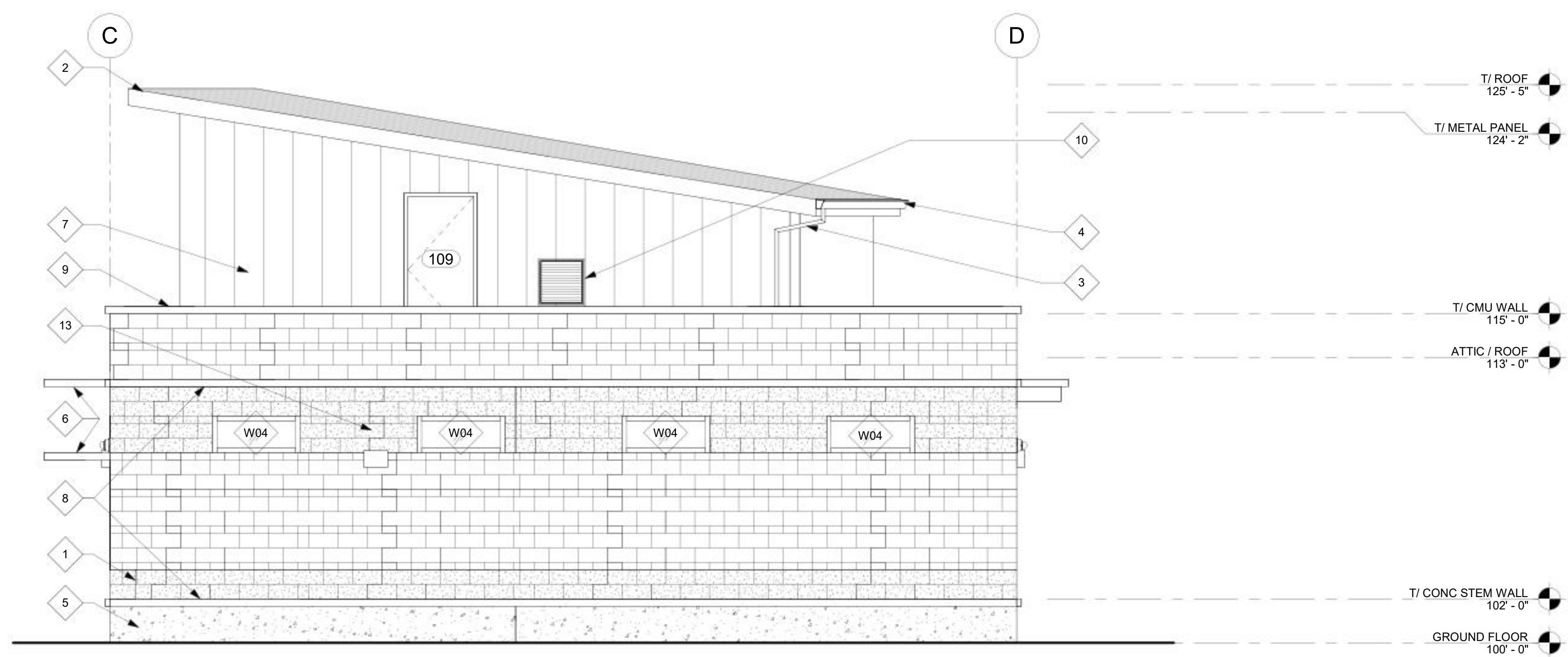
LEGEND

 CMU

 GLAZING

- KEYNOTES**
- 1 CMU WALL
 - 2 STANDING SEAM METAL ROOF
 - 3 DOWNSPOUT, DRAINS TO PARAPET ROOF
 - 4 GUTTER
 - 5 CONCRETE STEM WALL
 - 6 CANOPY
 - 7 METAL PANEL
 - 8 EXTERIOR TRIM, MATERIAL TBD
 - 9 PARAPET TRIM CAP, MATERIAL TBD
 - 10 LOUVER WALL VENT - SEE MECHANICAL
 - 11 UTILITY METER - SEE ELECTRICAL
 - 12 WALL SECURITY CAMERA - SEE ELECTRICAL
 - 13 WALL MOUNTED LIGHT - SEE ELECTRICAL

NORTH ELEVATION
1/4" = 1'-0"
A2048.04-200
SCALE: 1/4" = 1'-0"



EAST ELEVATION
1/4" = 1'-0"
A2048.04-200
SCALE: 1/4" = 1'-0"

NO.	DATE	BY	APPD.	REVISIONS
		CHK.		

BA	02/15/24
DESIGNED	DATE
MA	03/01/24
DRAWN	DATE
JP	3/26/24
CHECKED	DATE
BA	03/27/24
APPROVED	DATE

60% DESIGN

100% DESIGN

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

CONVERGENCE ARCHITECTURE

DAVID EVANS AND ASSOCIATES INC.

2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

TRIOMET

ENGINEERING & CONSTRUCTION DIVISION

101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

OREGON CITY TRANSIT CENTER

TRANSIT CENTERS REDESIGN

ARCHITECTURAL

EXTERIOR ELEVATIONS

SUBMITTED: JENNA HORI

DATE: 08-29-2024

APPROVED:

DATE:

SCALE: 1/4" = 1'-0"

DRAWING NO.: A2048.04-200

CONTRACT NO.: RC230177ZC

SHEET NO.: 61 of 109

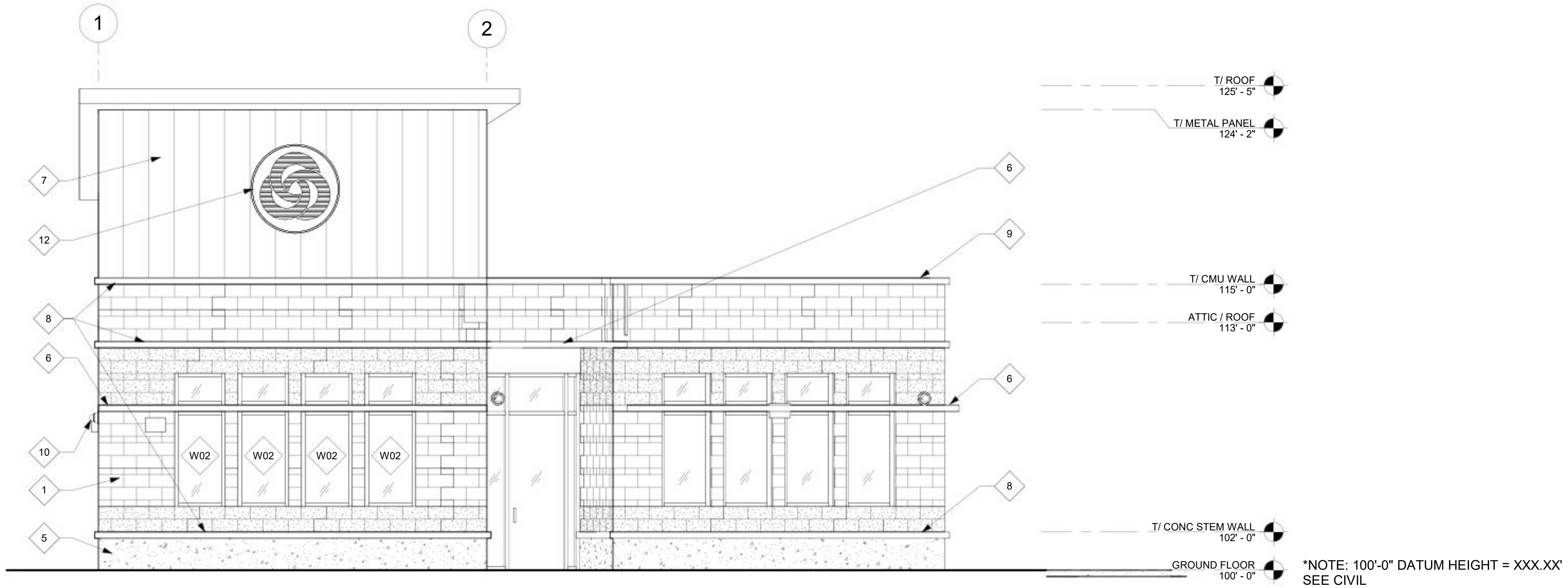
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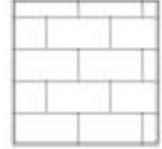
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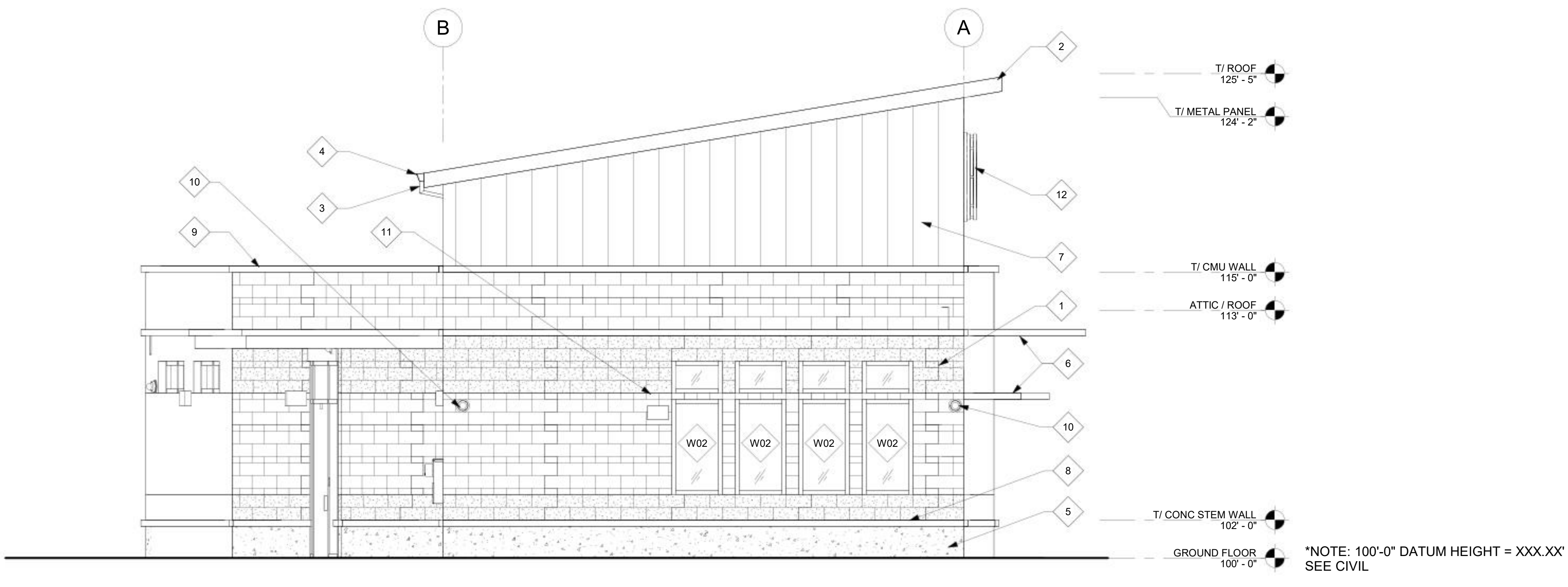
LEGEND

 CMU

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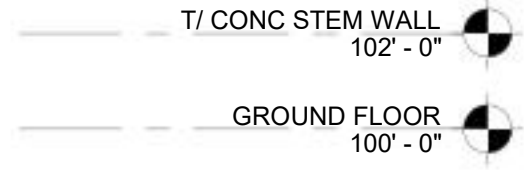
- KEYNOTES**
- 1 CMU WALL
 - 2 STANDING SEAM METAL ROOF
 - 3 DOWNSPOUT, DRAINS TO PARAPET ROOF
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 - 8 EXTERIOR TRIM, MATERIAL TBD
 - 9 PARAPET TRIM CAP, MATERIAL TBD
 - 10 WALL SECURITY CAMERA - SEE ELECTRICAL
 - 11 WALL MOUNTED LIGHT - SEE ELECTRICAL
 - 12 4'-0" DIAMETER LOUVER WITH LASER CUT TRIMET LOGO ON STAND-OFFS

SOUTHEAST ELEVATION
1/4" = 1'-0"
1
A2048.04-201
4' 2' 0' 4' 8'
SCALE: 1/4" = 1'-0"

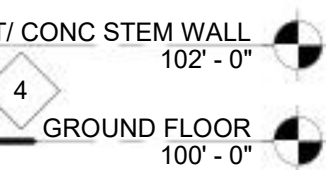


WEST ELEVATION
1/4" = 1'-0"
2
A2048.04-201
4' 2' 0' 4' 8'
SCALE: 1/4" = 1'-0"

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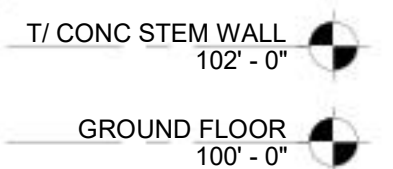


SCALE: 1/4" = 1'-0"

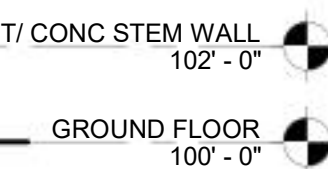


SCALE: $\frac{1}{4}" = 1'-0"$

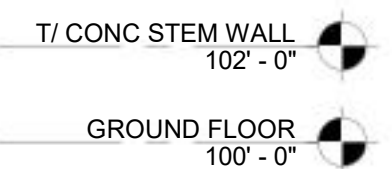
- *NOTE: 100'-0" DATUM HEIGHT = XXX.XX'
SEE CIVIL



SCALE: 1/4" = 1'-0"



SCALE: $\frac{1}{4}" = 1'-0"$



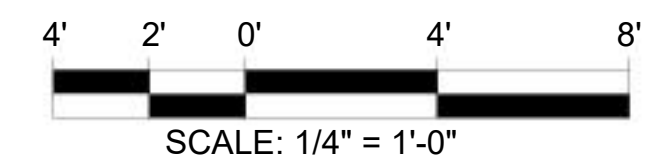
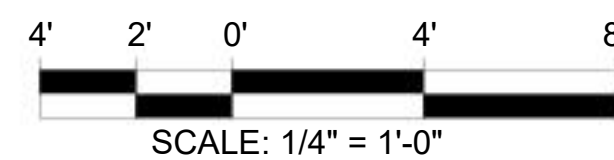
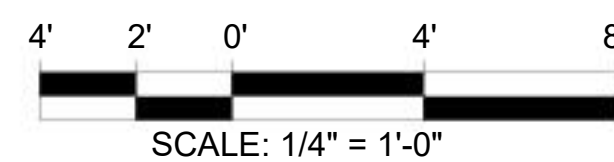
4' 2' 0' 4' 8'

SCALE: 1/4" = 1'-0"

60% DESIGN
60% DESIGN
60% DESIGN

ENGINEERING & CONSTRUCTION
DIVISION
101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

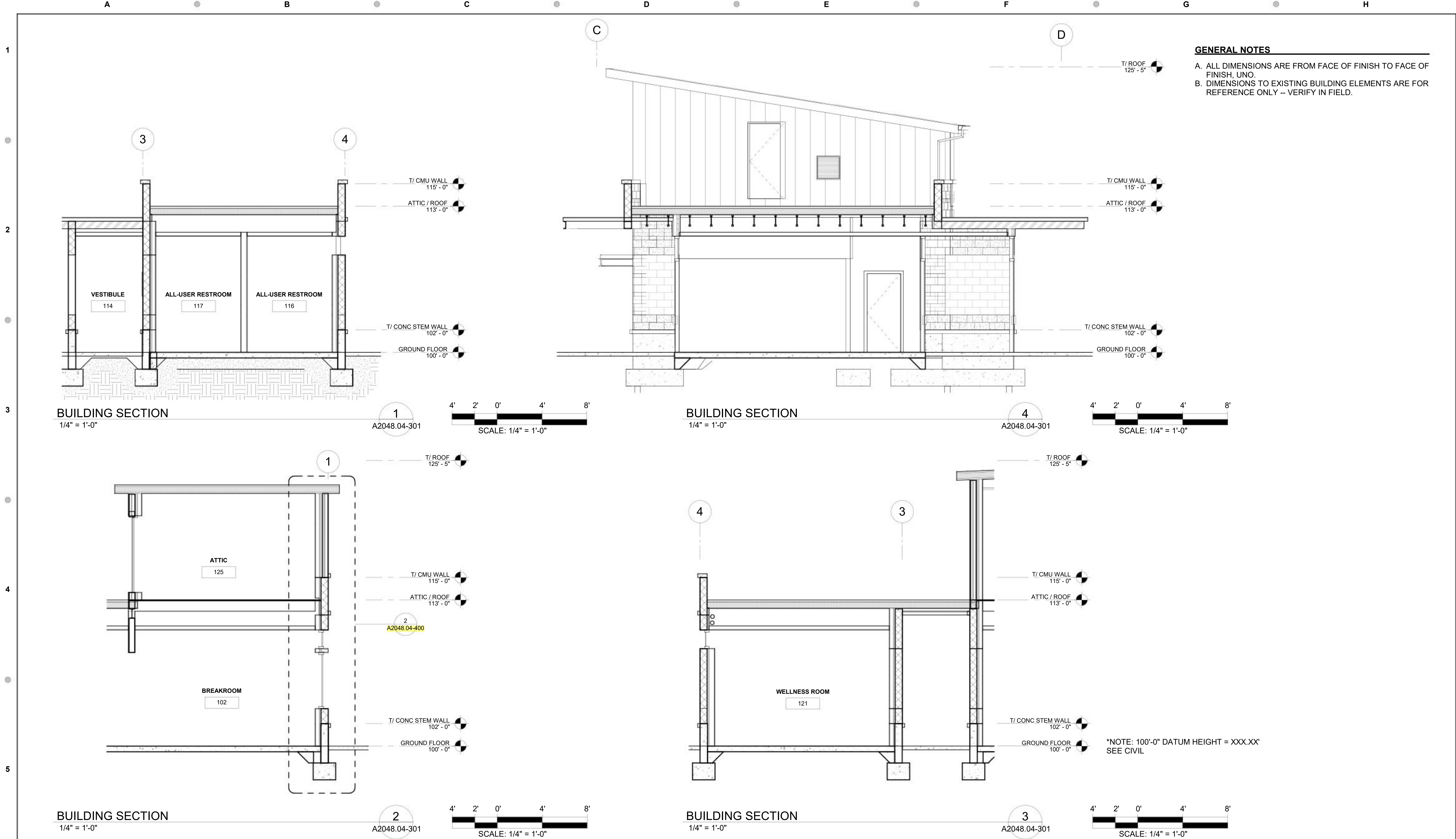
SCALE:	DRAWING NO.:	CONTRACT NO.:	SHEET NO.:
1/4" = 1'-0"	A2048 04-202	RC230177ZC	63 of 109



A. ALL DIMENSIONS ARE FROM FACE OF FINISH TO FACE OF FINISH, UNO.

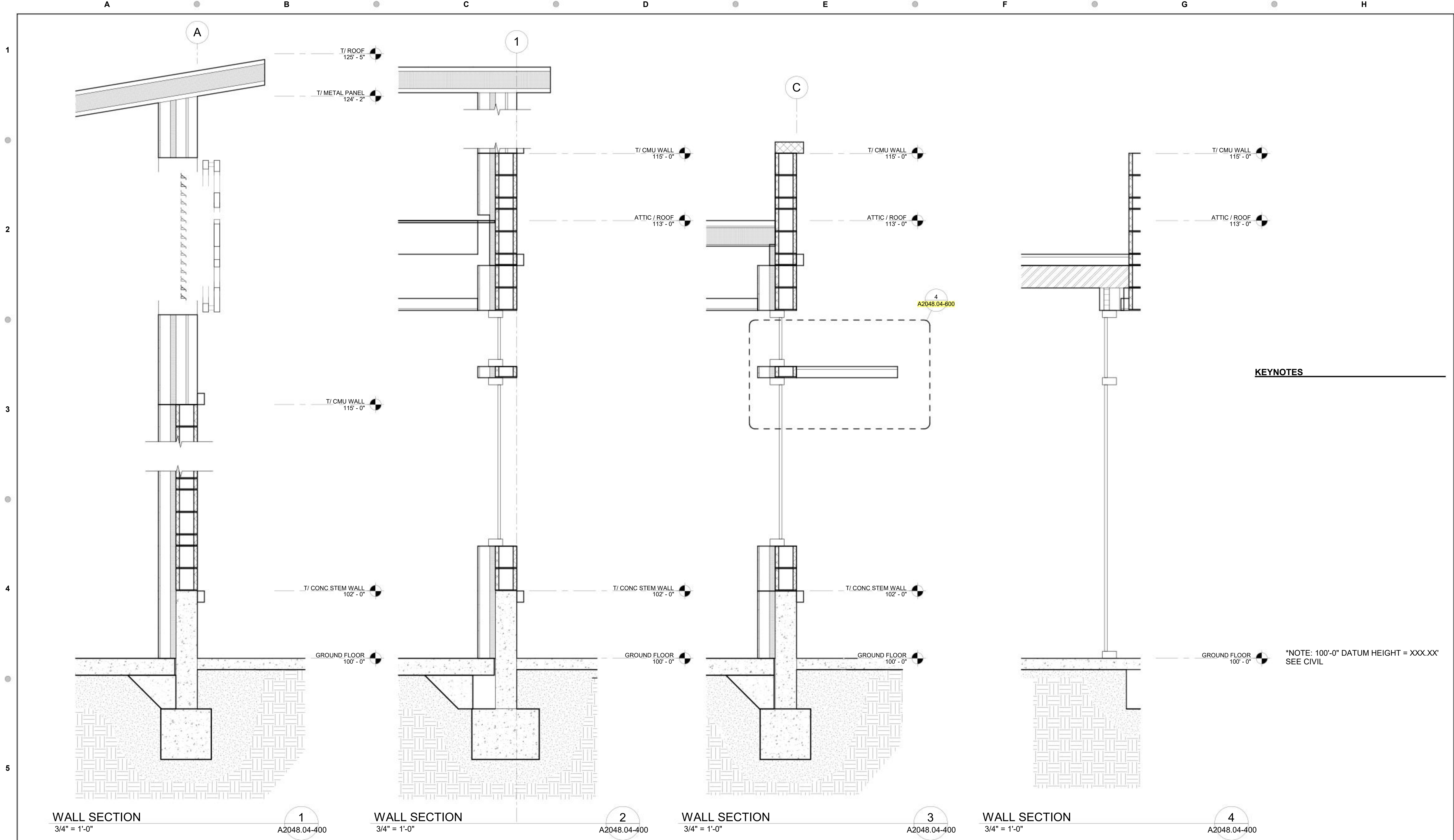
B. DIMENSIONS TO EXISTING BUILDING ELEMENTS ARE FOR REFERENCE ONLY -- VERIFY IN FIELD.

OREGON CITY TRANSIT CENTER TRANSIT CENTERS REDESIGN ARCHITECTURAL BUILDING SECTIONS			
SCALE:	DRAWING NO.:	CONTRACT NO.:	SHEET NO.:
1/4" = 1'-0"	A2048.04-300	RC230177ZC	64 of 109



					BA DESIGNED 02/15/24 DATE		60% DESIGN 100% DESIGN	 TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON		OREGON CITY TRANSIT CENTER TRANSIT CENTERS REDESIGN ARCHITECTURAL BUILDING SECTIONS					
					MA DRAWN 03/01/24 DATE			 							
					JP CHECKED 3/26/24 DATE			 ENGINEERING & CONSTRUCTION DIVISION							
					BA APPROVED 03/27/24 DATE			101 SW MAIN ST., SUITE 700 PORTLAND, OREGON 97204							
NO.	DATE	BY CHK.	APPD.	REVISIONS			SUBMITTED: JENNA HORI		DATE: 08-29-2024	APPROVED:	DATE:	SCALE: 1/4" = 1'-0"	DRAWING NO.: A2048.04-301	CONTRACT NO.: RC230177ZC	SHEET NO.: 65 of 109

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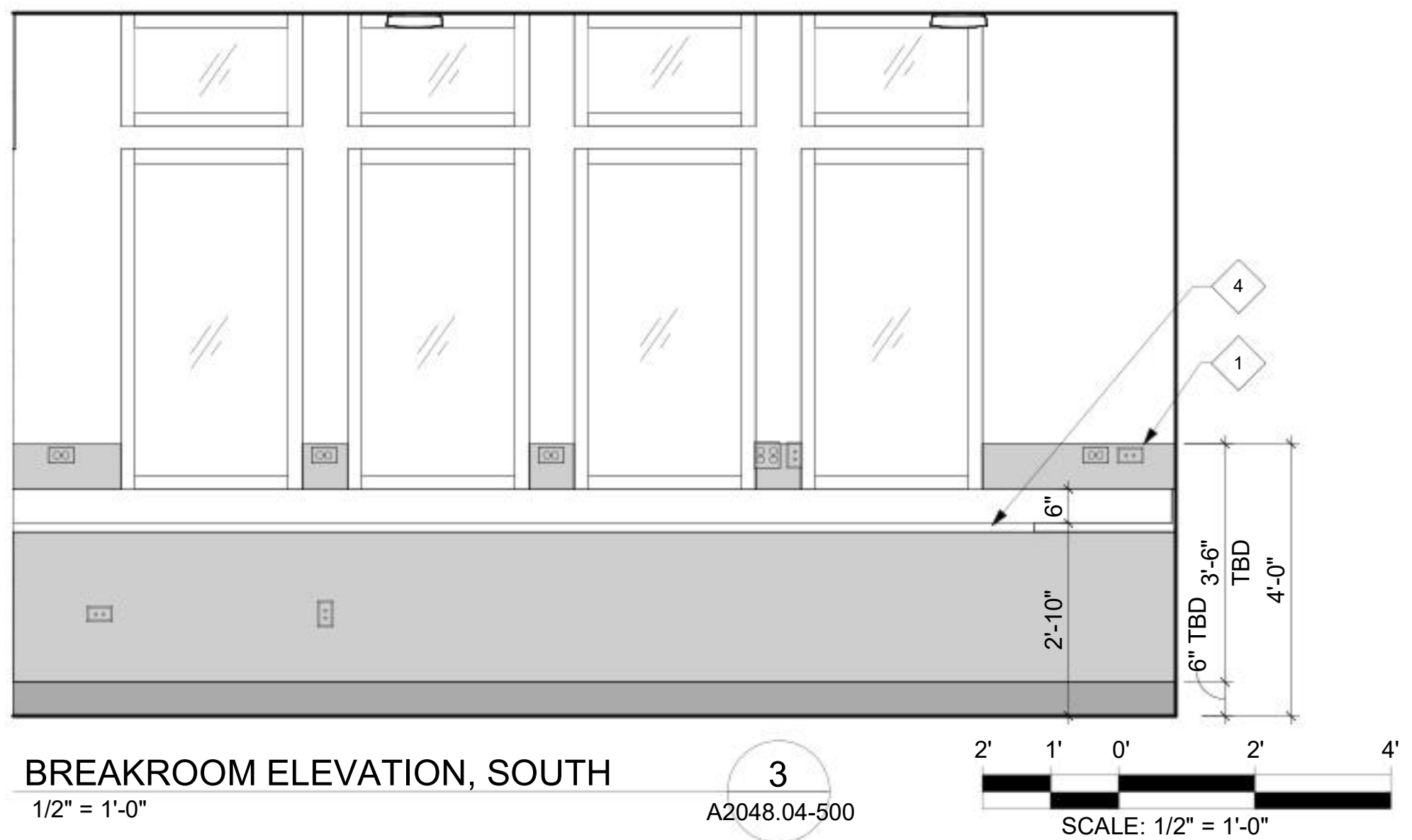
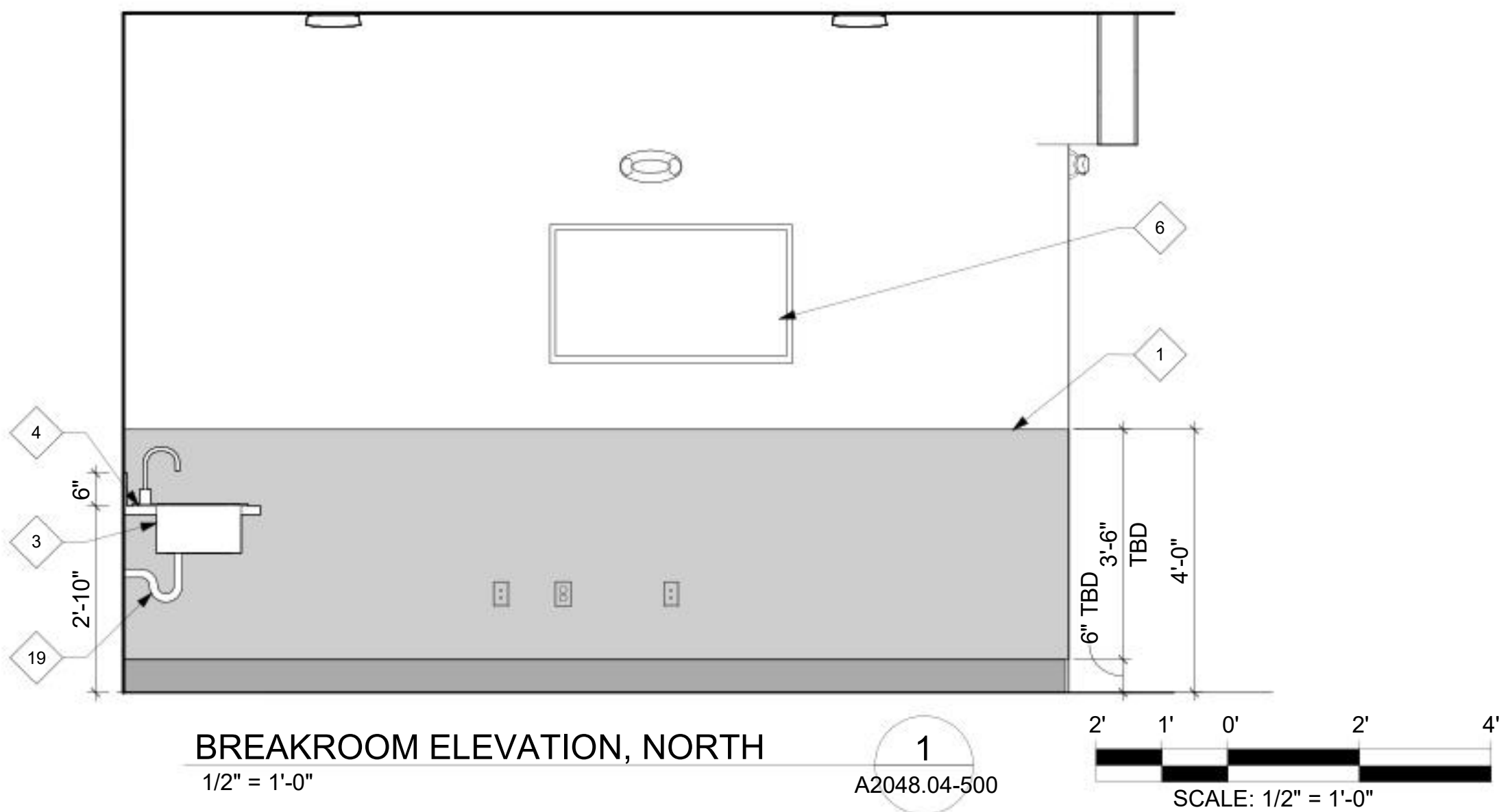
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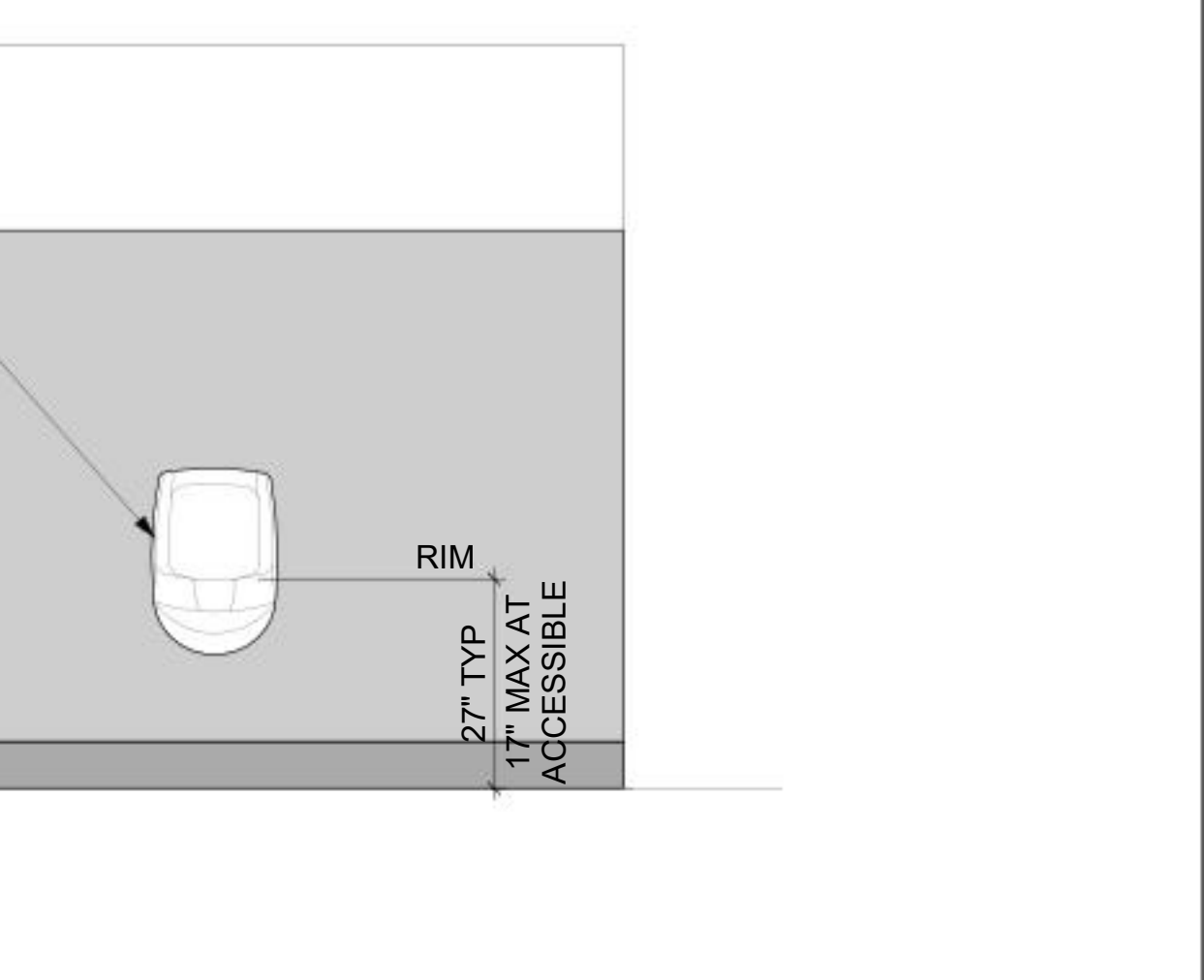
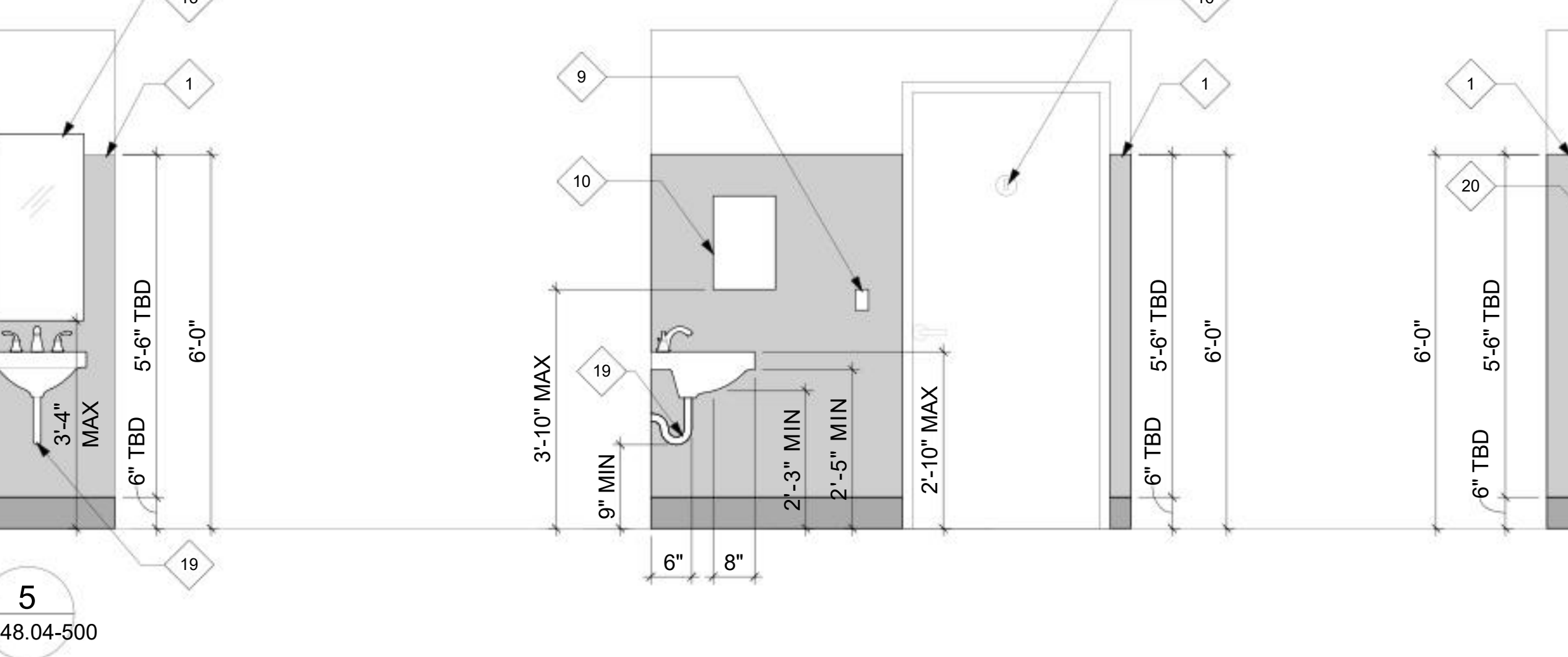
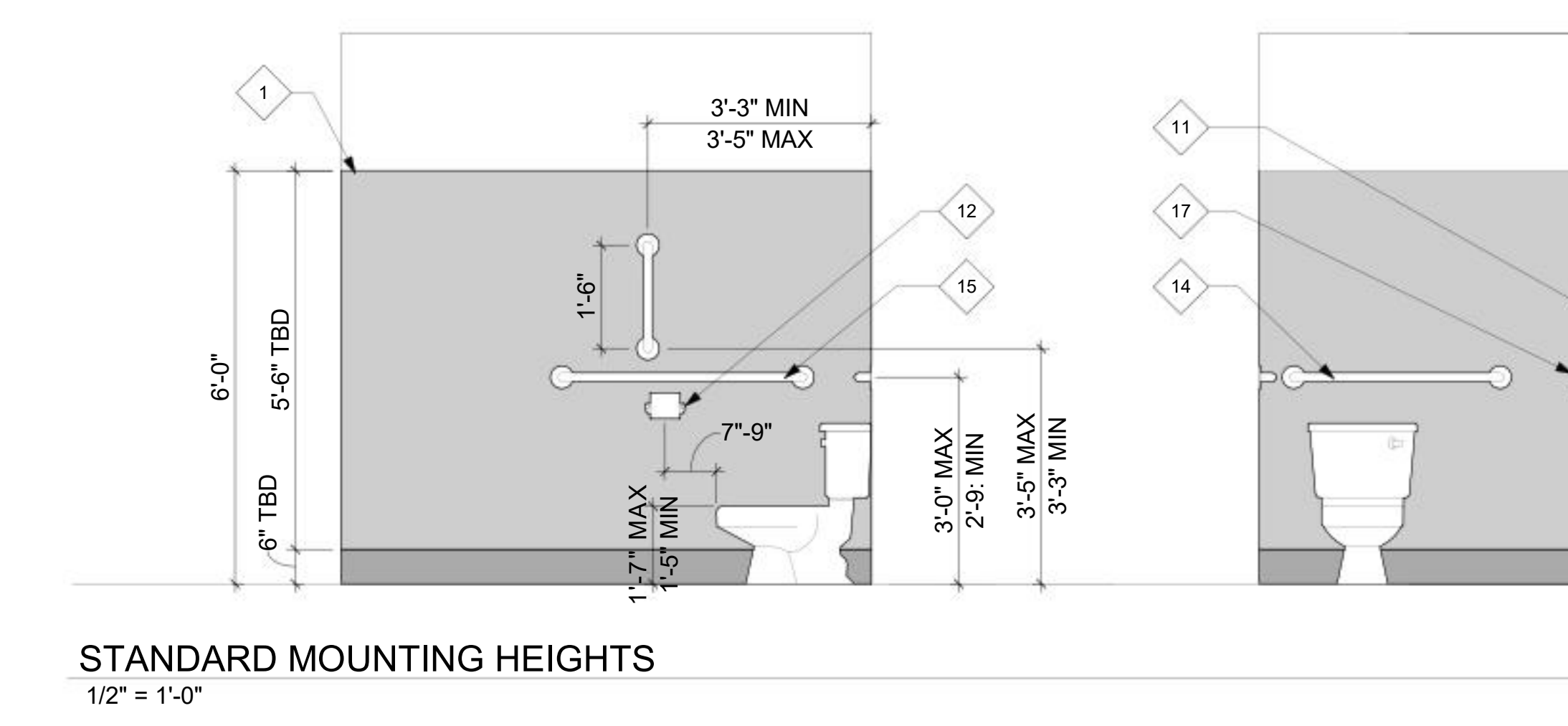
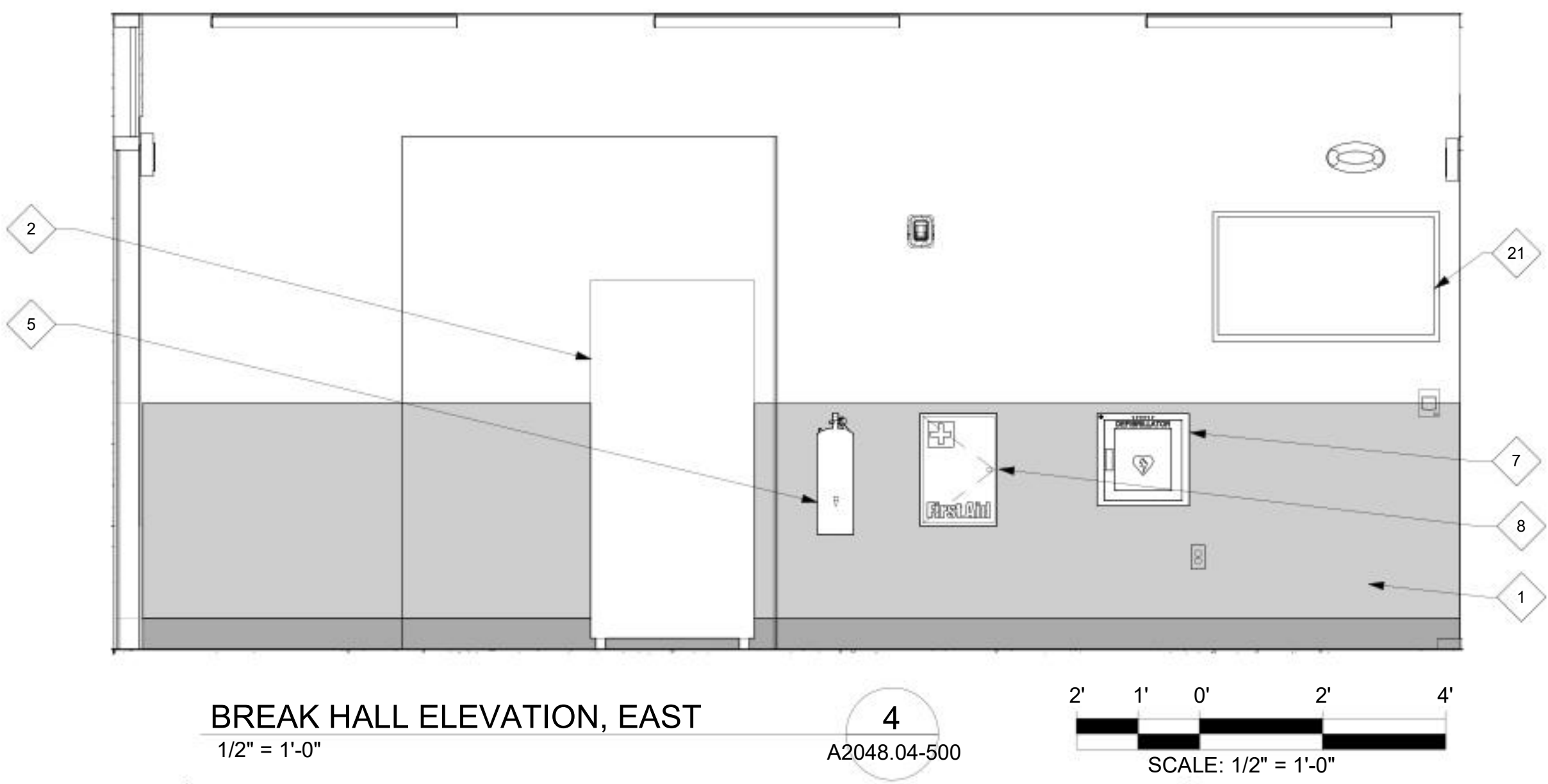
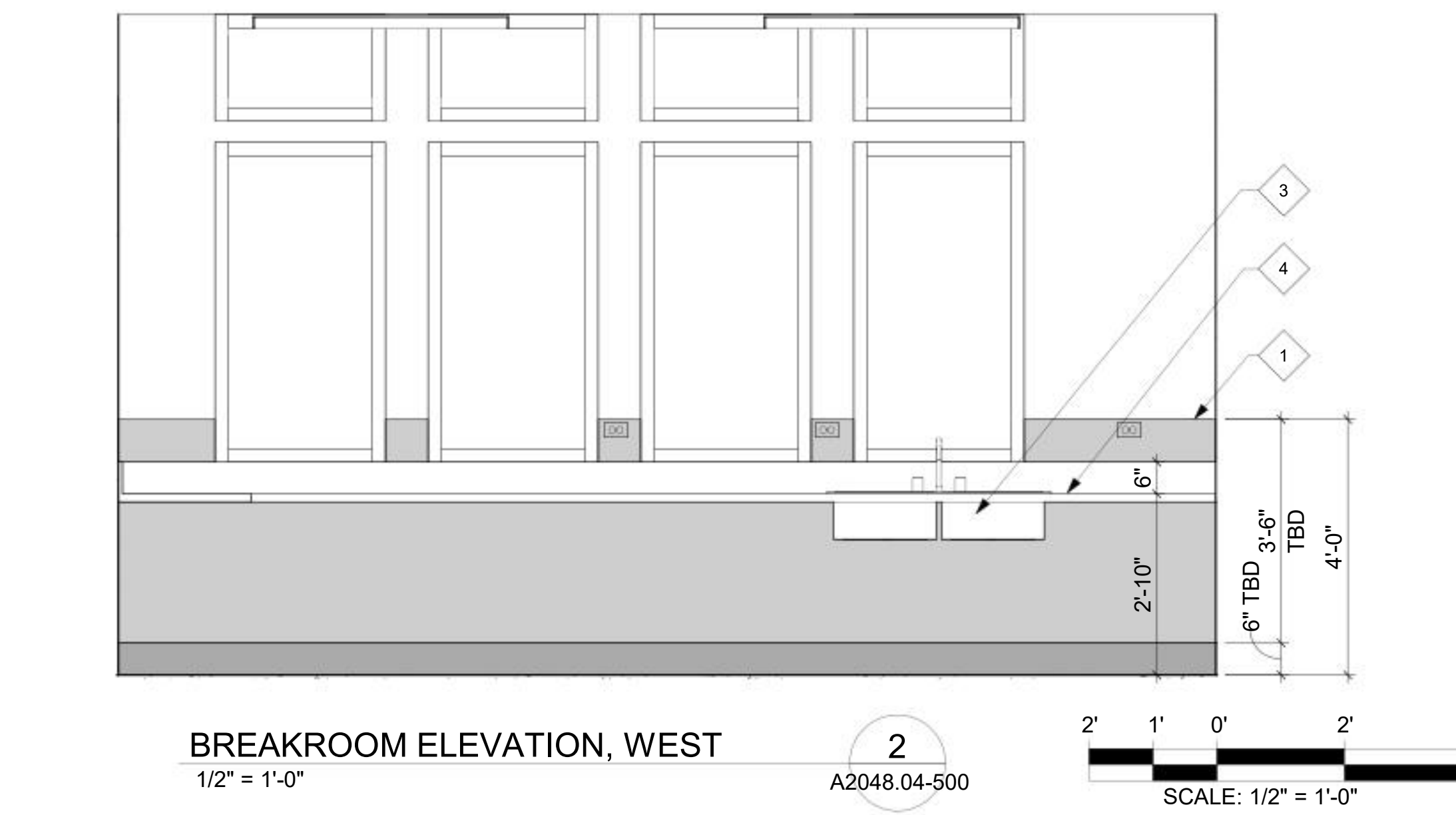
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- GENERAL NOTES**
- A. REFER TO OSSC CH. 11 AND ANSI 177.1
B. ELEVATIONS SHOW MOUNTING HEIGHTS AND LOCATIONS ONLY
- KEYNOTES**
- 1 FRP PANEL WITH TRIM AND RUBBER BASE
 - 2 VENDING MACHINE
 - 3 DOUBLE BOWL STAINLESS STEEL SINK - SEE PLUMBING
 - 4 STAINLESS STEEL COUNTER AND BACKSPASH
 - 5 WALL MOUNTED PORTABLE FIRE EXTINGUISHER (OFCI)
 - 6 WALL MOUNTED TV MONITOR (OFCI), INCLUDE BLOCKING IN WALL FOR ARTICULATING FULL-MOTION MONITOR MOUNTING HARDWARE - SEE ELECTRICAL
 - 7 WALL MOUNTED DEFIBRILATOR CABINET (OFCI)
 - 8 WALL MOUNTED FIRST AID CABINET (OFCI)
 - 9 FAN/LIGHT/SWITCH WITH OCCUPANCY SENSOR
 - 10 PAPER TOWEL DISPENSER
 - 11 SOAP DISPENSER
 - 12 TOILET PAPER DISPENSER
 - 13 18" X 36" MIRROR
 - 14 36" GRAB BAR
 - 15 42" GRAB BAR
 - 16 COAT HOOK
 - 17 GFI
 - 19 PROTECT SINK DRAIN AS REQUIRED BY ADA
 - 20 WALL HUNG URINAL
 - 21 CCTV MONITOR, INCLUDE BLOCKING IN WALL FOR MONITOR MOUNTING HARDWARE - SEE ELECT



					BA DESIGNED 02/15/24 DATE		60% DESIGN 60% DESIGN 60% DESIGN 60% DESIGN	 TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON		OREGON CITY TRANSIT CENTER TRANSIT CENTERS REDESIGN							
					KH DRAWN 03/01/24 DATE			   ENGINEERING & CONSTRUCTION DIVISION		ARCHITECTURAL INTERIOR ELEVATIONS							
					JP CHECKED 3/26/24 DATE			5810 S River Parkway, Suite 100 Portland Oregon 97201 Phone: 503.223.6663 sconsulting.com		101 SW MAIN ST., SUITE 700 PORTLAND, OREGON 97204							
					BA APPROVED 03/27/24 DATE			SUBMITTED: JENNA HORI		DATE: 08-29-2024		APPROVED:		DATE:			
NO.	DATE	BY CHK.	APPD.	REVISIONS						SCALE: 1/2" = 1'-0"		DRAWING NO.: A2048.04-500		CONTRACT NO.: RC230177ZC		SHEET NO.: 67 of 109	

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DESIGNED	DATE
KH	03/01/24
DRAWN	DATE
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BA	03/27/24
APPROVED	DATE

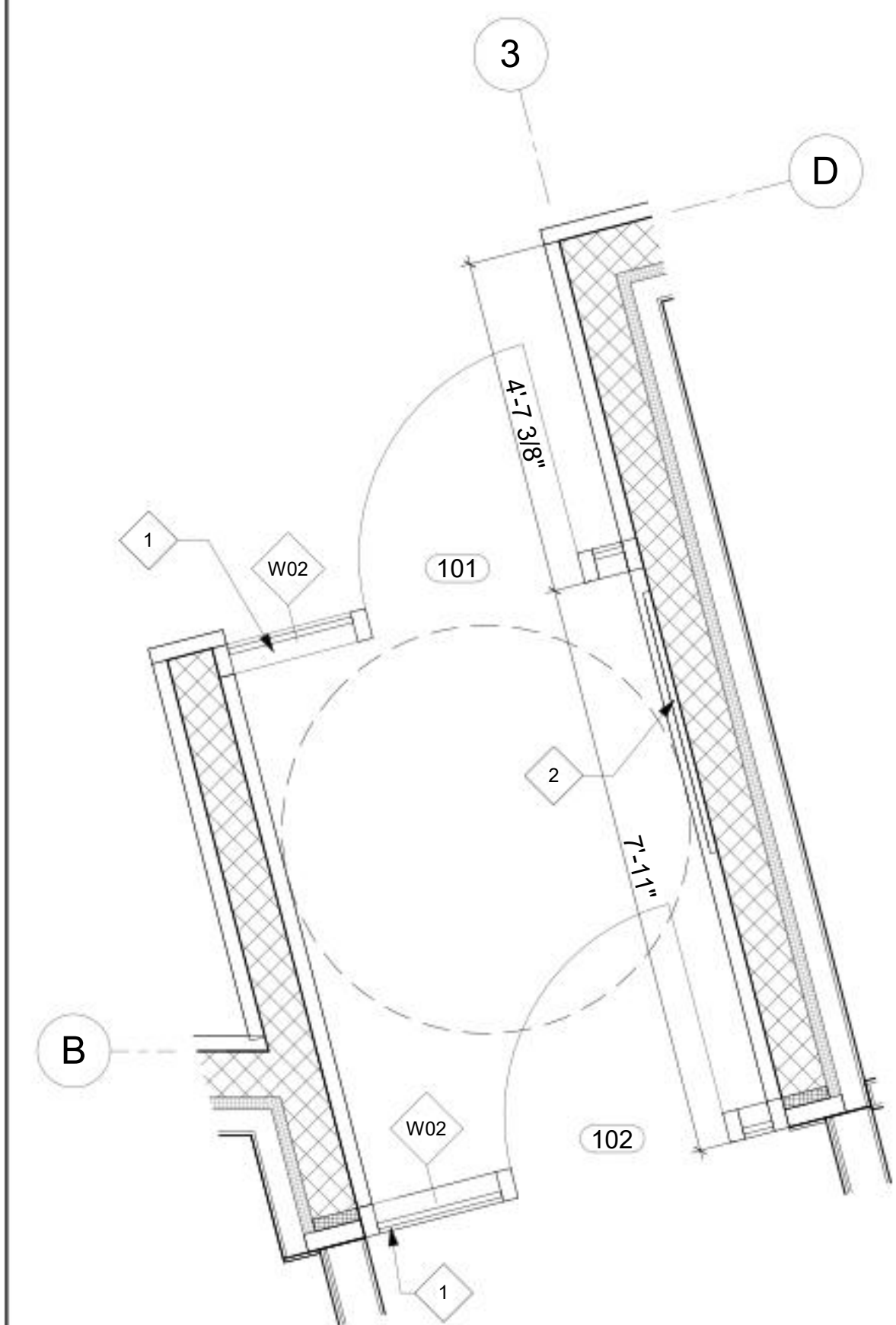
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DESIGN

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON			
CONVERGENCE ARCHITECTURE		DAVID EVANS AND ASSOCIATES, INC. 2100 S River Parkway, Suite 100 Portland Oregon 97201 Phone: 503.223.6663 5811 NE Oregon Street sconsulting.com	
TRIOMET		ENGINEERING & CONSTRUCTION DIVISION 101 SW MAIN ST., SUITE 700 PORTLAND, OREGON 97204	
SUBMITTED:	JENNA HORI	DATE:	08-29-2024
APPROVED:		DATE:	

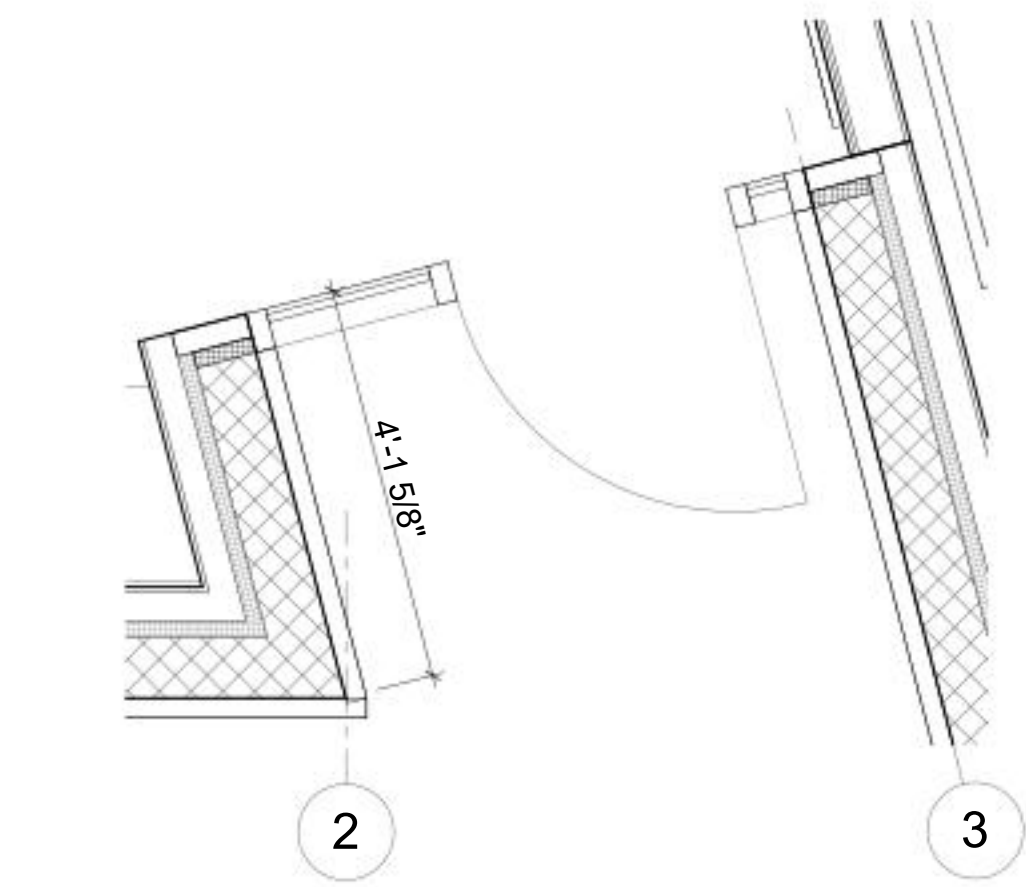
OREGON CITY TRANSIT CENTER TRANSIT CENTERS REDESIGN ARCHITECTURAL DETAILS			
SCALE:	As indicated	DRAWING NO.:	A2048.04-600
CONTRACT NO.:	RC230177ZC	SHEET NO.:	68 of 109

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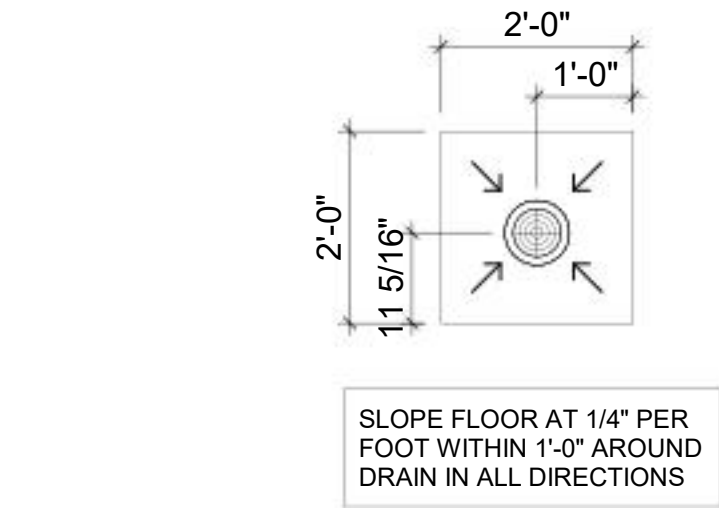
A B C D E F G H



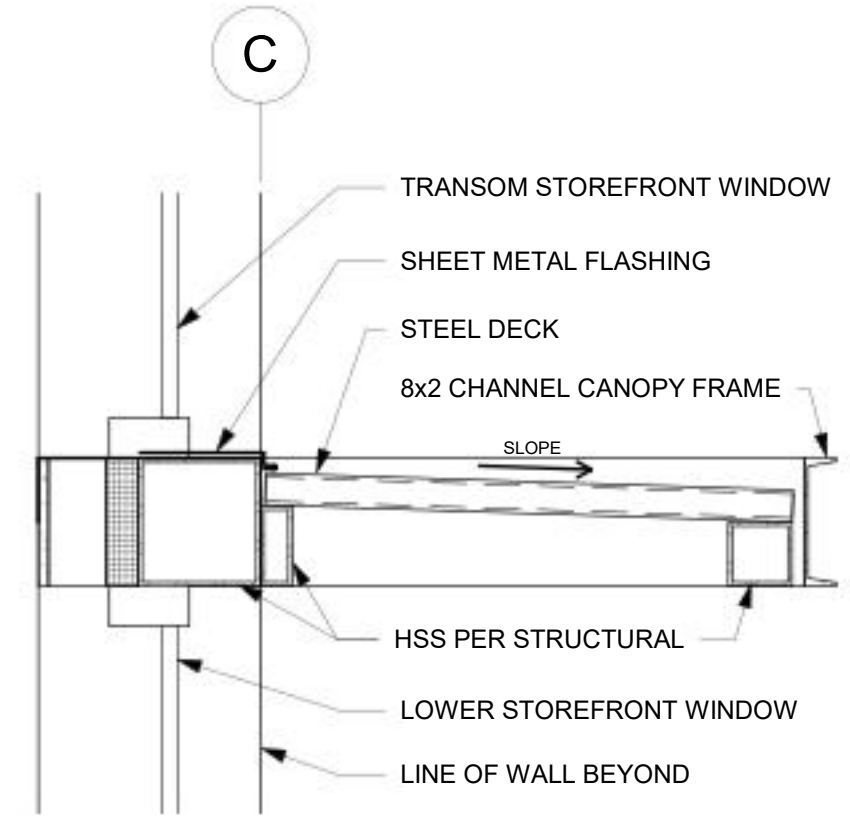
ENLARGED NORTH VESTIBULE,
EXTERIOR STOREFRONT
1/2" = 1'-0"
1 A2048.04-600



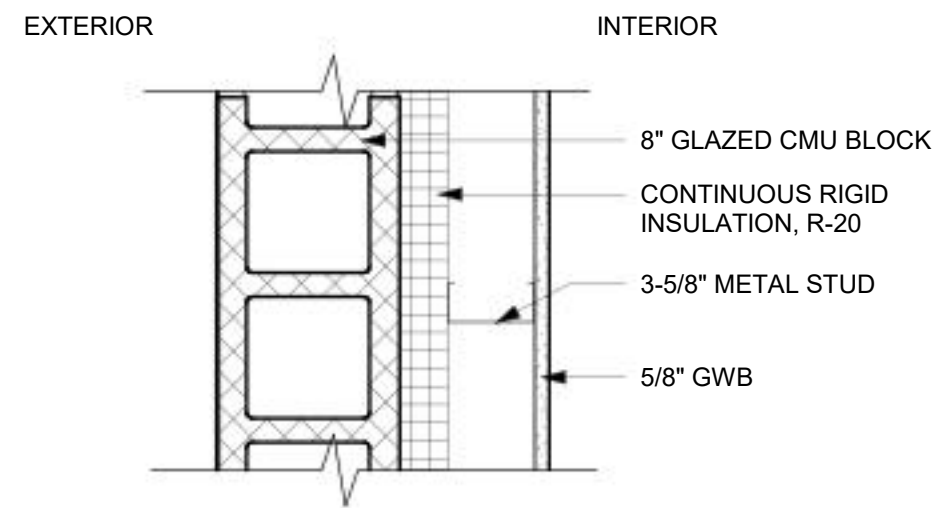
ENLARGED SOUTH STOREFRONT
1/2" = 1'-0"
2 A2048.04-600



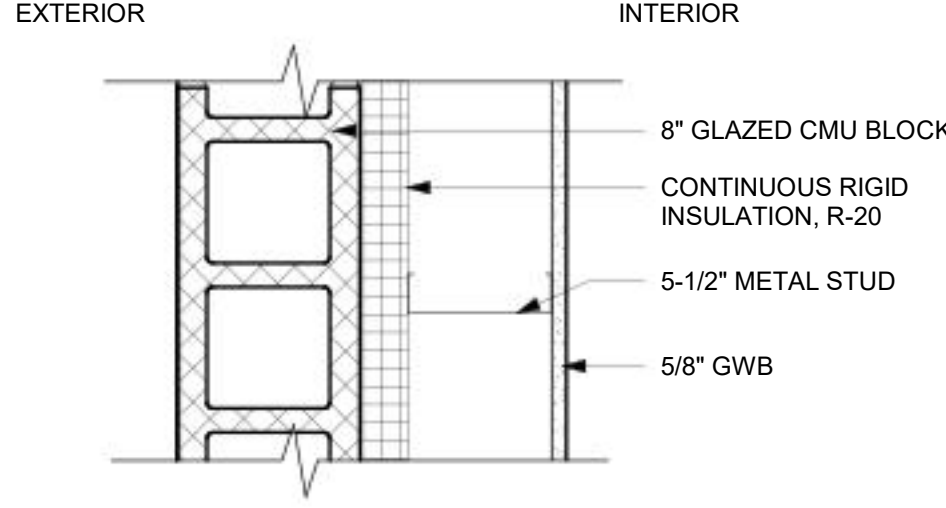
DRAIN - TYP. DETAIL
1/2" = 1'-0"
3 A2048.04-600



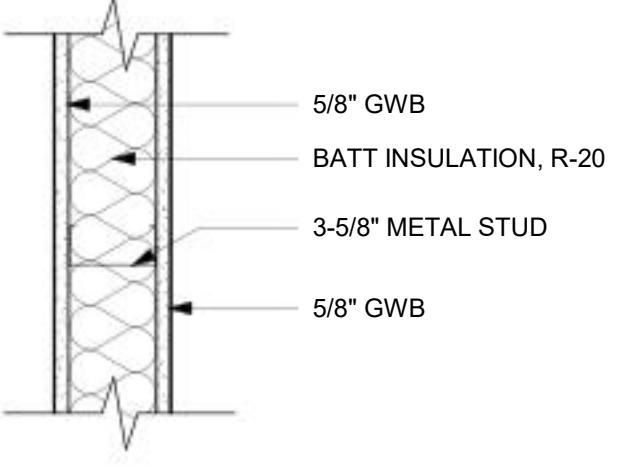
CANOPY DETAIL @ WINDOWS
1" = 1'-0"
4 A2048.04-600



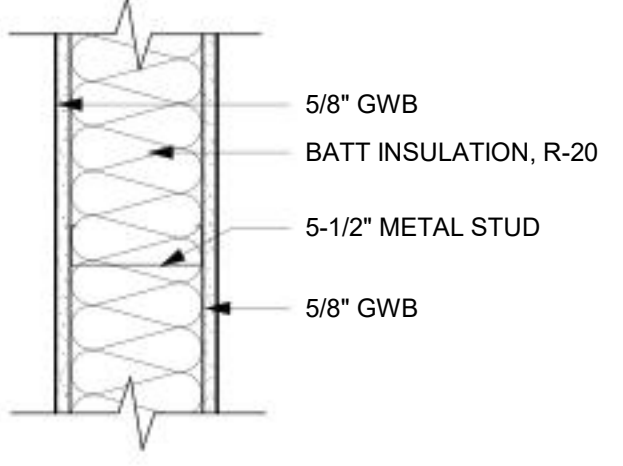
TYPE 1



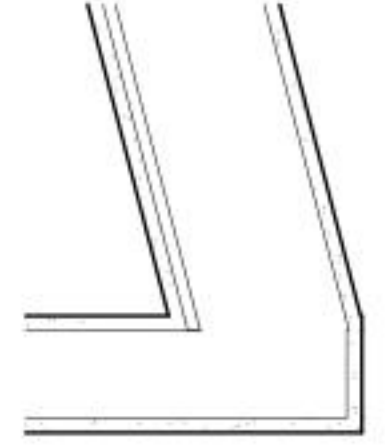
TYPE 2



TYPE 3



TYPE 4



WALL TYPE - EXTERIOR
1 1/2" = 1'-0"
5 A2048.04-600

WALL TYPE - EXTERIOR
1 1/2" = 1'-0"
6 A2048.04-600

WALL TYPE - EXTERIOR
1 1/2" = 1'-0"
7 A2048.04-600

WALL TYPE - EXTERIOR
1 1/2" = 1'-0"
8 A2048.04-600

INTERIOR WALL CORNER CONDITION
1 1/2" = 1'-0"
9 A2048.04-600

1

WINDOW SCHEDULE							
NUMBER	FRAME		DETAIL REFERENCES			REMARKS	Count
	MATL	COLOR	HEAD	JAMB	SILL		
W01							24
W02							1
W03							2
W04							4

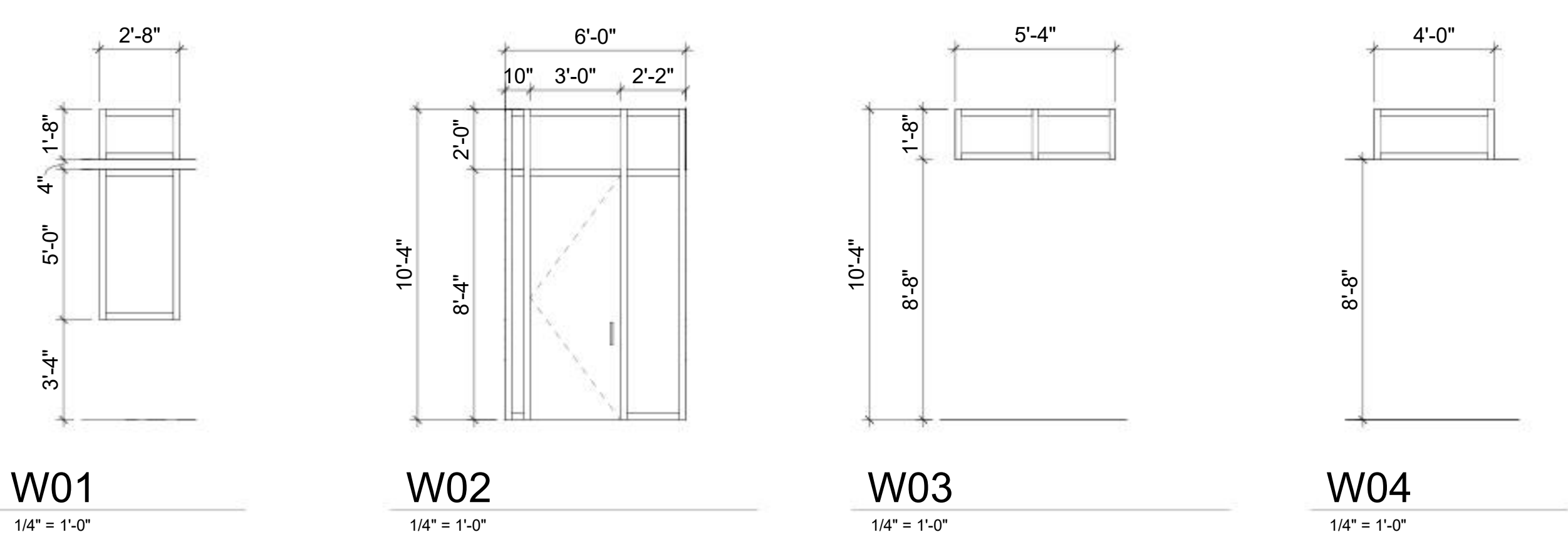
2

DOOR SCHEDULE																						
No.	ROOM NAME	RM. No.	REMARKS	DOOR									FRAME						OPENING			LOUVER
				HDWR SET	CLEAR DIM.		No. OF PANELS	THICKNESS	TYPE	MAT'L	FINISH	SECURITY SET	TYPE	MAT'L	FINSH	DETAILS			FIRE LABEL	GLAZING		
					WIDTH	HEIGHT										HEAD	JAMB	SILL				
GROUND FLOOR																						
101	VESTIBULE	114			3' - 0"	8' - 1 1/2"																
102	CIRCULATION	124			3' - 0"	8' - 1 1/2"																
103	CIRCULATION	124			3' - 0"	7' - 0"		2"														
104	VENDING	115			3' - 0"	7' - 0"		2"														
105	ALL-USER RESTROOM	116			3' - 0"	7' - 0"		2"														
1050	WELLNESS ROOM	121			3' - 0"	7' - 0"		2"														
000																						
000																						
000																						
000																						
0																						
105Q					4' - 0"	4' - 0"																
QQQ																						
QQQ																						
QQQ																						
QQQ																						
QQQ																						
106	VENDING	115			3' - 0"	7' - 0"		2"														
108					3' - 0"	8' - 1 1/2"																
109	PARAPET ROOF				3' - 0"	6' - 8"		1 3/4"														

3

ROOM FINISH SCHEDULE																
NO.	NAME	FLOOR			WALLS								CEILING			REMARKS
		FINISH	SUBSTRATE	BASE	NORTH		SOUTH		EAST		WEST		FINISH	SUBSTRATE	HEIGHT	
					FINISH	SUBSTRATE	FINISH	SUBSTRATE	FINISH	SUBSTRATE	FINISH	SUBSTRATE				
	PARAPET ROOF															
101	ENTRY															
102	BREAKROOM															
103	JANITOR ROOM															
105	VENDING															
106	ALL-USER RESTROOM															
111	ALL-USER RESTROOM															
114	VESTIBULE															
115	VENDING															
116	ALL-USER RESTROOM															
117	ALL-USER RESTROOM															
118	VENDING															
119	CIRCULATION															
120	MOTHERS ROOM															
121	WELLNESS ROOM															
122	CIRCULATION															
123	IT															
124	CIRCULATION															
125	ATTIC															

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NO.	DATE	BY	APPD.	REVISIONS
		CHK.		

BA	02/15/24
DESIGNED	DATE
KH	03/01/24
DRAWN	DATE
JP	3/26/24
CHECKED	DATE
BA	03/27/24
APPROVED	DATE

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100% DESIGN

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

CONVERGENCE ARCHITECTURE

DAVID EVANS AND ASSOCIATES INC.
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

TRI-CITY

ENGINEERING & CONSTRUCTION DIVISION
101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

SUBMITTED: JENNA HORI

DATE: 08-29-2024

APPROVED:

DATE:

OREGON CITY TRANSIT CENTER
TRANSIT CENTERS REDESIGN
ARCHITECTURAL SCHEDULES

SCALE: 1/4" = 1'-0"

DRAWING NO.: A2048.04-700

CONTRACT NO.: RC230177ZC

SHEET NO.: 69 of 109

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PRE-FABRICATED ROOF JOISTS:

1.

ALL ROOF AND FLOOR MEMBERS SHALL BE MANUFACTURED BY REDBUILT OR APPROVED EQUAL.

2.

ALL JOISTS SHALL CONFORM WITH ALL APPLICABLE PROVISIONS OF THE OSSC.

3.

JOISTS SHALL NOT EXCEED A LIVE LOAD DEFLECTION OF L/360, OR THE WORKING STRESSES AS SHOWN IN THE OSSC. STANDARDS FOR APPROPRIATE MATERIALS UNDER A TOTAL LOAD OF:

A.

42 PSF FOR ROOF STRUCTURES.

4.

JOIST MANUFACTURER SHALL BE RESPONSIBLE FOR COORDINATING SLOPED BEARING REQUIREMENTS WITH BEAM MANUFACTURER.

5.

JOIST MANUFACTURER SHALL FURNISH COMPLETE ENGINEERING SHOP DRAWINGS WITH REGISTERED PROFESSIONAL ENGINEER'S SEAL.

6.

OPEN WEB JOISTS

A.

MANUFACTURER SHALL FURNISH ALL END AND INTERMEDIATE STIFFENERS, BLOCKING AND/OR SHEAR PANELS, METAL BRIDGING ASSEMBLIES AND HANGERS, AS REQUIRED TO PROVIDE A COMPLETE FLOOR OR ROOF STRUCTURAL SYSTEM.

7.

I-JOISTS

A.

MANUFACTURER SHALL FURNISH ALL BRIDGING AND BRACING, AS REQUIRED TO PROVIDE A COMPLETE FLOOR OR ROOF SYSTEM. LAMINATED VENEER LUMBER, NOTED ON THE PLANS AS "MICRO-LAM" OR "LVL", SHALL BE PROVIDED BY THE JOIST MANUFACTURER. IT SHALL BE 1-3/4" WIDE AND MATCH THE FLOOR JOIST DEPTH.

8.

DOUBLE ALL JOISTS UNDER MECHANICAL UNITS, UNLESS NOTED OTHERWISE.

9.

SPRINKLER LINE ATTACHMENTS SHALL CONFORM WITH N.F.P.A. PAMPHLET 13A AND TRUS JOIST MACMILLAN CORPORATION PUBLICATION "GUIDELINES FOR SPRINKLER SYSTEM INSTALLATION WITH TRUS JOIST".

10.

LOADS HUNG FROM TRUSS JOISTS SHALL NOT EXCEED THIRTY (30) POUNDS AT ANY ONE (1) POINT, NOR SHALL TOTAL LOADS IN POUNDS ON ANY ONE (1) JOIST EXCEED SIX (6) TIMES THE SPAN IN FEET, UNLESS DETAILED OTHERWISE ON THE DRAWINGS. ATTACHMENTS OF LOADS EXCEEDING ONE HUNDRED (100) POUNDS SHALL BE APPROVED PRIOR TO INSTALLATION.

11.

DO NOT NOTCH OR DRILL STRUCTURAL MEMBERS, EXCEPT AS ALLOWED BY OSSC OR AS APPROVED BY THE STRUCTURAL ENGINEER OR RECORD PRIOR TO INSTALLATION.

NO.

DATE

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REVISIONS

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DESIGNED

8/27/24

DATE

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DRAWN

8/27/24

DATE

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CHECKED

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DATE

APPROVED

DATE

60% DESIGN

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

exeltech

DAVID EVANS AND ASSOCIATES INC.

2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

TRIOMET

ENGINEERING & CONSTRUCTION DIVISION

101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

SUBMITTED:

JENNA HORI

DATE:

04-03-2024

08/29/2024

APPROVED:

DATE:

OREGON CITY TRANSIT CENTER

COMMUNITY AND TRANSIT INFRASTRUCTURE

STRUCTURAL

GENERAL NOTES CONTINUED

SCALE:

NOT TO SCALE

DRAWING NO.:

S2048.04-004

CONTRACT NO.:

RC230177ZC

SHEET NO.:

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PLAN NOTES - FOUNDATION & FRAMING

- A. SHEET **S2048.04-001** THROUGH **S2048.04-006** AND REFERENCED SHEETS FOR ALL NOTES AND SCHEDULES.
- B. COORDINATE ALL DIMENSIONS & FEATURES NOT SHOWN WITH ARCHITECT.
- C. COORDINATE PERIMETER CONDITIONS WITH ARCHITECTURAL DRAWINGS.
- D. CONTRACTOR SHALL LOCATE AND VERIFY THE FOLLOWING WITH OTHERS PRIOR TO POURING CONCRETE: ALL DOOR OPENINGS IN FOUNDATION WALLS; DRAINS AND SLOPES; BLOCKOUTS FOR PLUMBING, SPRINKLERS AND HVAC. ALL DUCTS, CHASES AND PIPES PER MECHANICAL, PLUMBING, ELECTRICAL AND SPRINKLER DRAWINGS. STAIR DETAILS AND GUARDRAILS PER ARCHITECTURAL DRAWINGS. CONCRETE CURBS AND LOCATIONS PER ARCHITECTURAL DRAWINGS.
- E. SEE ARCHITECTURAL DRAWINGS FOR CONTROL/CONSTRUCTION JOINT INFO.
- F. DIMENSIONS SHOWN ARE FOR REFERENCE ONLY, CONFIRM W/ ARCHITECTURAL PLANS AND DETAILS.
- G. TYPICAL T/INTERIOR FOOTING ELEVATION = -0'-8", UNO; TYPICAL B/EXTERIOR FOOTING ELEVATION = -1'-6", UNO. BOTTOM OF FOOTINGS TO BE PLACED BELOW FROST DEPTH OR AS NOTED IN THE GEOTECHNICAL REPORT. WHICHEVER IS GREATER.
- H. ALL FOOTINGS TO BEAR OVER GRADE OVER FIRM, UNDISTURBED, NON-EXPANSIVE NATIVE MATERIAL OR STRUCTURAL FILL AS REQUIRED PER GEOTECHNICAL REPORT.
- I. TOP OF SLAB (T/SLAB) ELEVATION ASSUMED 0'-0". FOR ACTUAL T/SLAB ELEVATION REFER TO CIVIL AND ARCHITECTURAL DRAWINGS. PROVIDE 6 MIL VAPOR BARRIER BELOW SLAB AT INTERIOR SPACES. PROVIDE FREE-DRAINING GRANULAR FILL PER THE GEOTECHNICAL REPORT.
- J. FIBERMESH IS AN ACCEPTABLE ALTERNATE TO WELDED WIRE FABRIC IN THE SLAB ON GRADE. PROVIDE FIBER DOSAGE PER ICBO AND MANUFACTURER RECOMMENDATIONS, BUT NOT LESS THAN ICBO RECOMMENDATIONS. SUBMIT TO ENGINEER FOR REVIEW.

- 1 8" CMU WALL SEE 1 / **S2048.04-400** FOR
ADD'L INFO
- 2 INTERIOR FURRING WALL PER ARCH
- 3 18"DP HAUNCHED FOOTING , W/ #5
CONT. TOP AND BOT
- 4 5" CONC SLAB W/ W5.5 6x6, 3" CLR FROM
BOT OF SLAB, SEE PLAN NOTE ITEM "I"
- 5 SAWCUT SLAB PER 2 / **S2048.04-401**
SEE GENERAL NOTE "CAST IN PLACE
CONCRETE " NOTE 8 FOR ADD'L INFO.
- 6 CFS BEARING SHEAR WALL
- 7 FOUNDATION PILES PER PLAN SPACED
8'-0" MAX IN EA DIRECTION ALONG ALL
EXTERIOR WALLS

F-X X'-X"		FOOTING SCHEDULE		
MARK	WIDTH	LENGTH	THICKNESS	REINFORCEMENT
F2.0	2' - 0"	2'-0"	1'-6"	(3) #6 EW BOT & (2) # 6 EW TOP
F3.0	3' - 0"	3'-0"	1'-6"	(4) #6 EW BOT & (2) #6 EW TOP

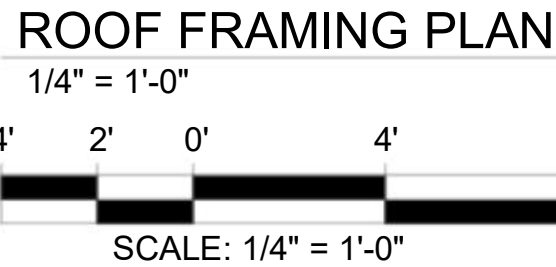
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TM	8/27/24
DESIGNED	DATE
JF	8/27/24
DRAWN	DATE
PS	8/27/24
CHECKED	DATE
APPROVED	DATE

60% DESIGN

 TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON			
		 DAVID EVANS AND ASSOCIATES INC. 2100 S River Parkway, Suite 100 Portland Oregon 97201 Phone: 503.223.6663	
		ENGINEERING & CONSTRUCTION DIVISION 101 SW MAIN ST., SUITE 700 PORTLAND, OREGON 97204	
SUBMITTED: JENNA HORI	DATE: 04-03-2024 08/29/2024	APPROVED:	DATE:

OREGON CITY TRANSIT CENTER COMMUNITY AND TRANSIT INFRASTRUCTURE STRUCTURAL FOUNDATION PLAN			
SCALE:	DRAWING NO.:	CONTRACT NO.:	SHEET NO.:
AS INDICATED	S2048.04-100	RC230177ZC	77 of 109



NOTE:

1. SANDWICH 1/2" PLYWD SHIM BTWN JOISTS AND NAIL EA SIDE OF JOIST W/ (2) 16d @ 12"OC

NOTE:

1. PRESSURE TREATED LUMBER IS REQUIRED FOR LEDGERS.
2. OFFSET BOLT LOCATIONS 4" MIN FROM STRAP ANCHOR

JOIST SCHEDULE

- ## LEGEND

- ## FRAMING KEYNOTES

1. 5/8" O.S.B. ROOF SHEATHING W/ 10d @ 6" OC (EDGE NAILING) AND 10d @ 12" OC (FIELD NAILING) PER SCHEDULE. ORIENT LONG DIMENSION PERPENDICULAR TO FRAMING LAYOUT. ATTACH STANDING SEAM METAL ROOF OVER UNDERLAYMENT PER SUPPLIER/MFR.
2. 6x6 HEADER TYP AT WOOD FRAMED OPENINGS UNO W/ (1) TRIMMER AND (1) KING STUD EA SIDE
3. MPAI ANCHORS TO JOIST PER DETAIL AT 48"OC, TYP
4. WALL FRAMING BELOW :
2x6 @ 16"OC W/ CONT DBL TOP PLATE AND CONT PT SILL PLATE. SEE DETAIL 1/ [S2048.04-502](#) FOR ADD'L INFORMATION.
5. MSTA49 @ 48"OC AT BLKG, 8'-0" MIN. OVERLAP STRAPS 1'-0" (INSTALL IN LINE WITH MPAI ANCHOR AT CMU WALL SHOWN IN DETAIL 3/ [S2048.04-500](#)

60% DESIGN

- 1 EXTERIOR CMU WALL REINF PER DETAIL 1 / [S2048.04-400](#) FOR ADDITIONAL INFO.
- 2 #5 DOWELS INTO STEM WALL, LAP W/ ALL VERT BARS. SEE LAP SPLICE SCHEDULE [S2048.04-002](#)
MATCH WALL REINF, SIZE, LOCATION NUMBER AND SPACING
- 3 SHEATHING AND NAILING PER GENERAL NOTES DIV. 06
- 4 HEADER FRAMING PER PLAN
SEE DETAIL 1 / [S2048.04-502](#)
FOR TYPICAL OPENING AND WALL FRAMING



1
S2048.04-201

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APPROVED	DATE

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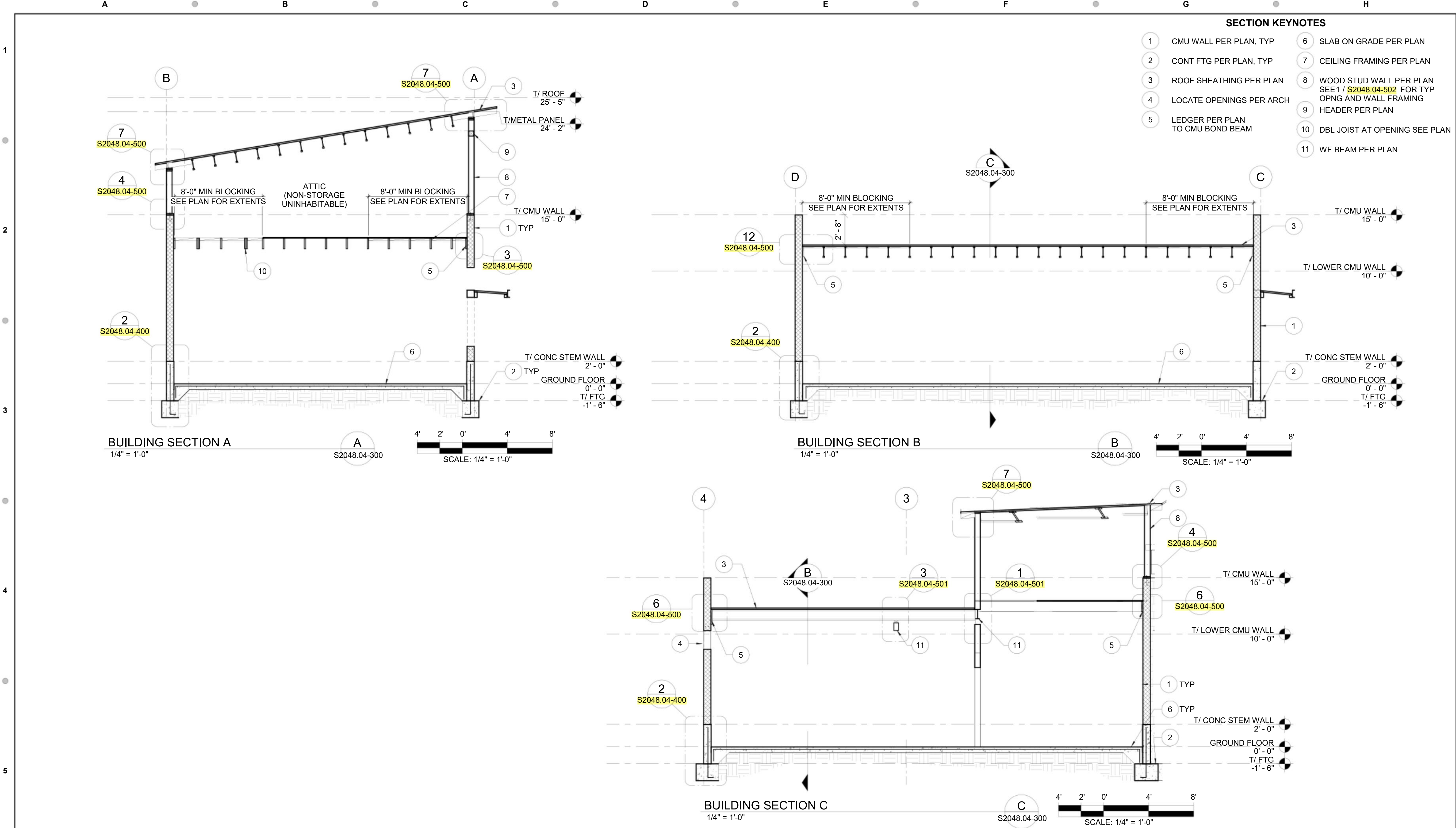
**DAVID EVANS
AND ASSOCIATES INC**
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663



**ENGINEERING & CONSTRUCTION
DIVISION**
101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

**OREGON CITY TRANSIT CENTER
COMMUNITY AND TRANSIT INFRASTRUCTURE
STRUCTURAL
EXTERIOR ELEVATIONS**

SUBMITTED:	DATE:	APPROVED:	DATE:	SCALE:	DRAWING NO.:	CONTRACT NO.:	SHEET NO.:
JENNA HORI	04-03-2024 08/29/2024			AS INDICATED	S2048.04-201	RC230177ZC	81 of 109

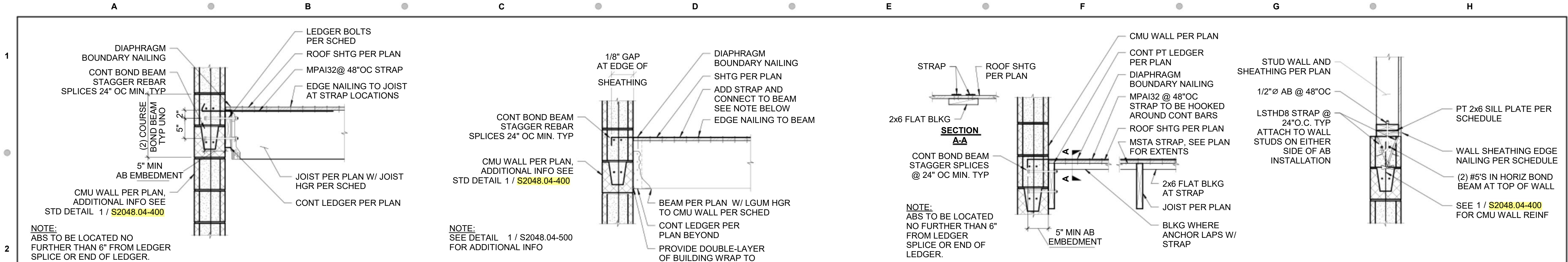


SECTION KEYNOTES

- 1 CMU WALL PER PLAN, TYP
- 2 CONT FTG PER PLAN, TYP
- 3 ROOF SHEATHING PER PLAN
- 4 LOCATE OPENINGS PER ARCH
- 5 LEDGER PER PLAN TO CMU BOND BEAM
- 6 SLAB ON GRADE PER PLAN
- 7 CEILING FRAMING PER PLAN
- 8 WOOD STUD WALL PER PLAN SEE 1 / S2048.04-502 FOR TYP OPNG AND WALL FRAMING
- 9 HEADER PER PLAN
- 10 DBL JOIST AT OPENING SEE PLAN
- 11 WF BEAM PER PLAN

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					JF DRAWN 8/27/24 DATE				DAVID EVANS AND ASSOCIATES INC. 2100 S River Parkway, Suite 100 Portland Oregon 97201 Phone: 503.223.6663												
					PS CHECKED 8/27/24 DATE				TRI MET ENGINEERING & CONSTRUCTION DIVISION 101 SW MAIN ST., SUITE 700 PORTLAND, OREGON 97204												
					APPROVED DATE				SUBMITTED: JENNA HORI DATE: 04-03-2024 08/29/2024												
NO.	DATE	BY	APPD.	REVISIONS																	
		CHK.																			

ANIRAKA DOWD 007725 LOGO FOR TMMET DISTRICT OF OREGON STRUCTURAL_0023104



ATTIC JOIST TO LEDGER AT CMU WALL

1" = 1'-0"

1

S2048.04-500

BEAM TO CMU WALL

1" = 1'-0"

2

S2048.04-500

ATTIC LEDGER AND STRAP AT PARALLEL CONDITION

1" = 1'-0"

3

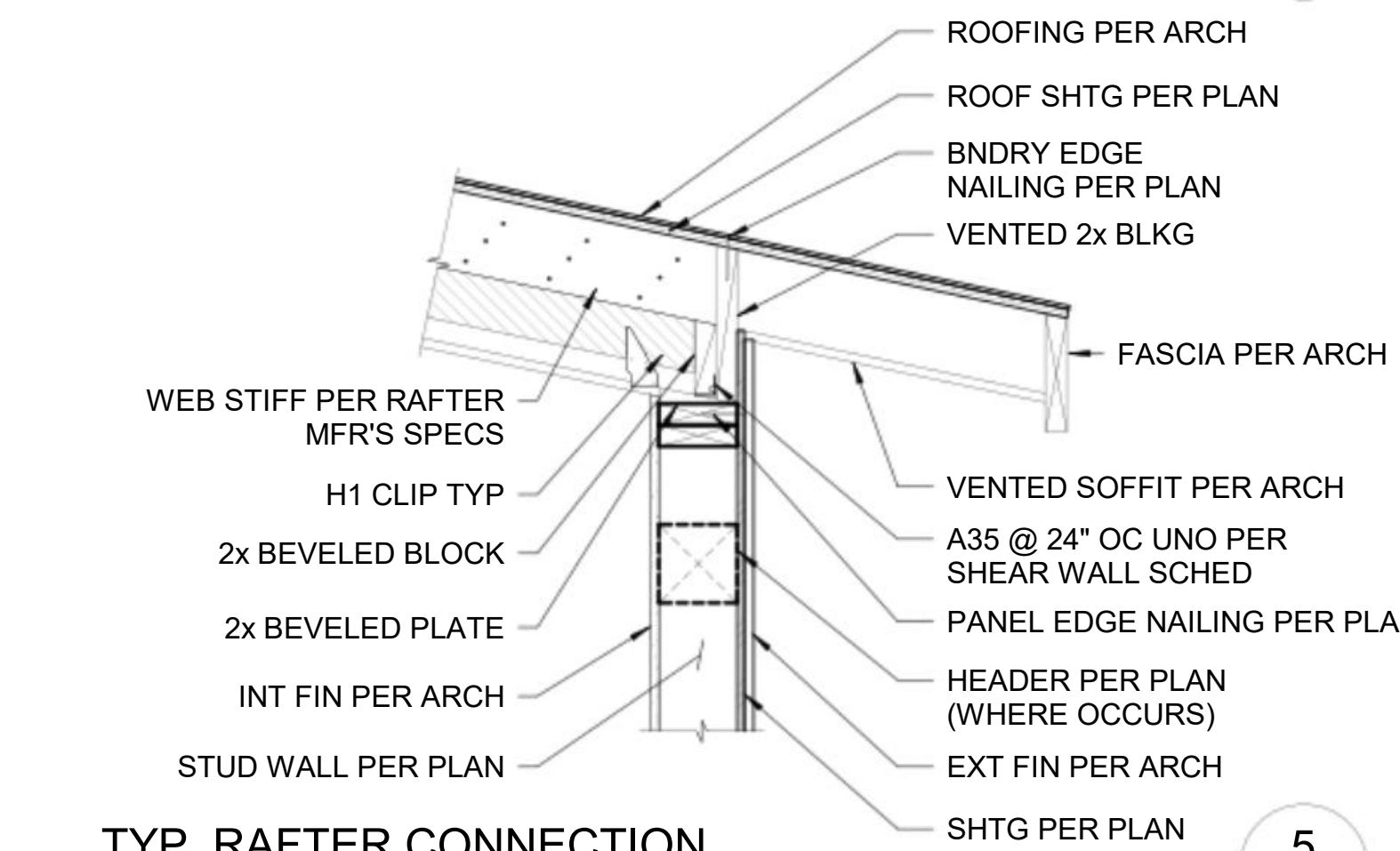
S2048.04-500

WOOD STUD WALL TO CMU CONNECTION

1" = 1'-0"

4

S2048.04-500

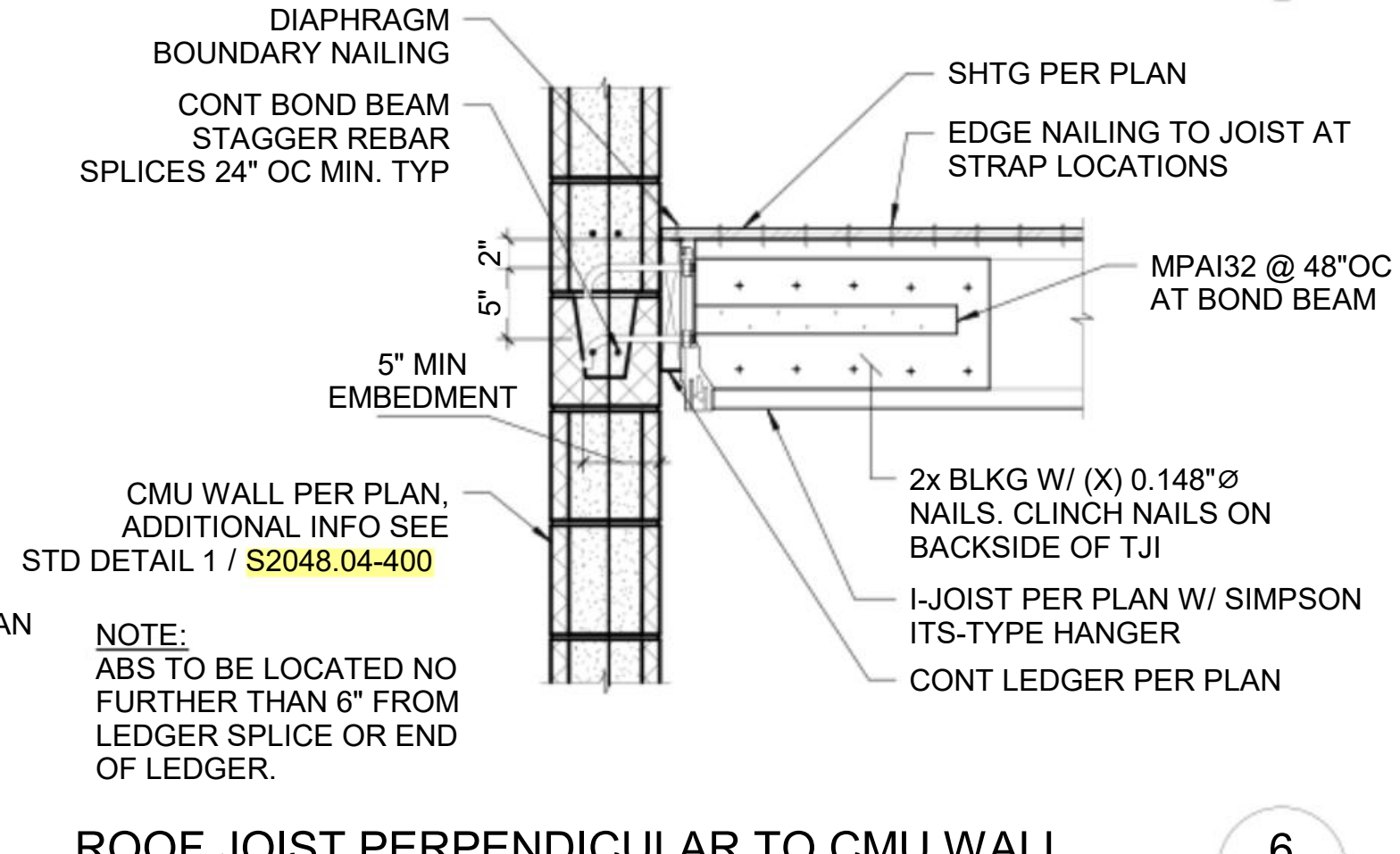


TYP. RAFTER CONNECTION

1" = 1'-0"

5

S2048.04-500

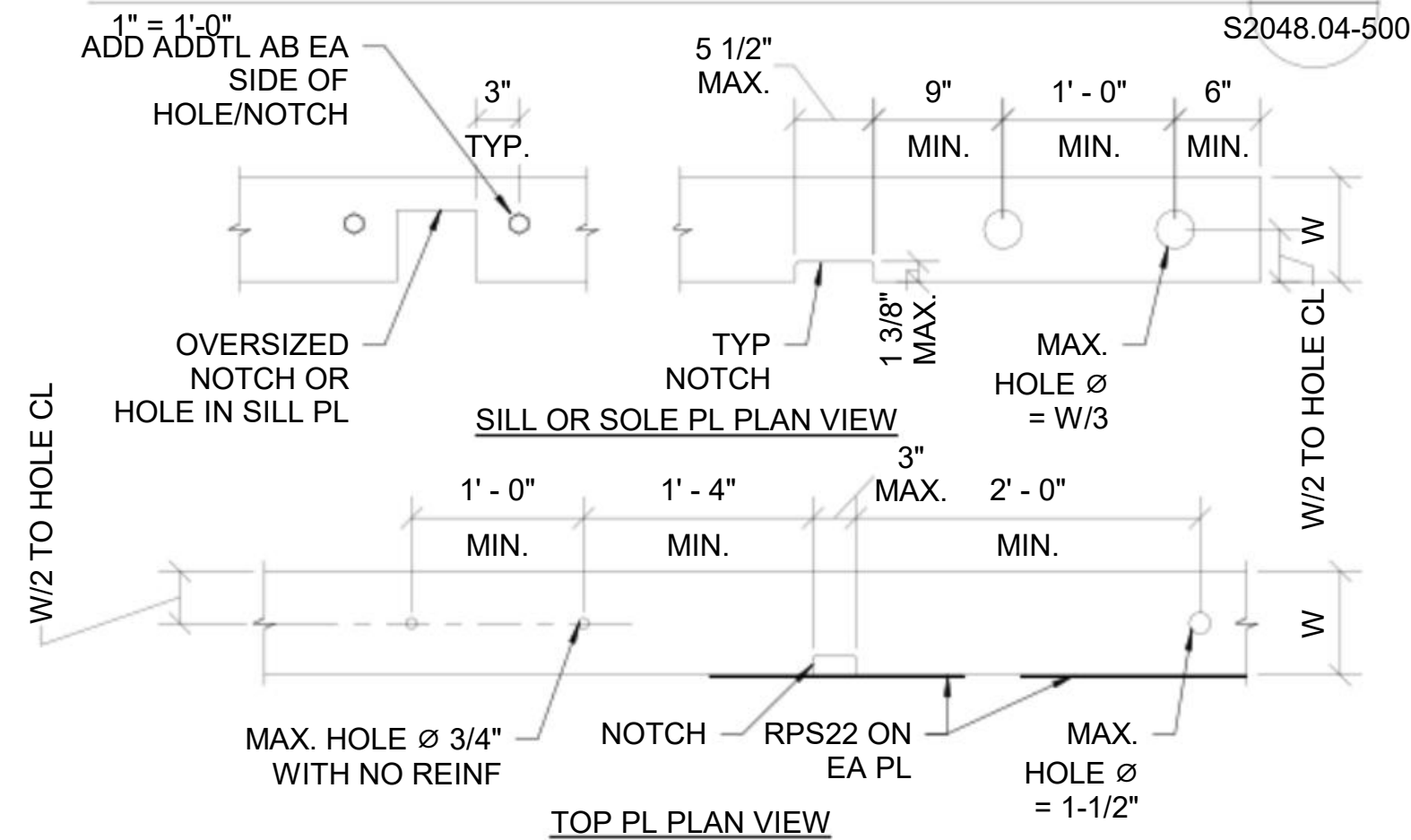


ROOF JOIST PERPENDICULAR TO CMU WALL

1" = 1'-0"

6

S2048.04-500



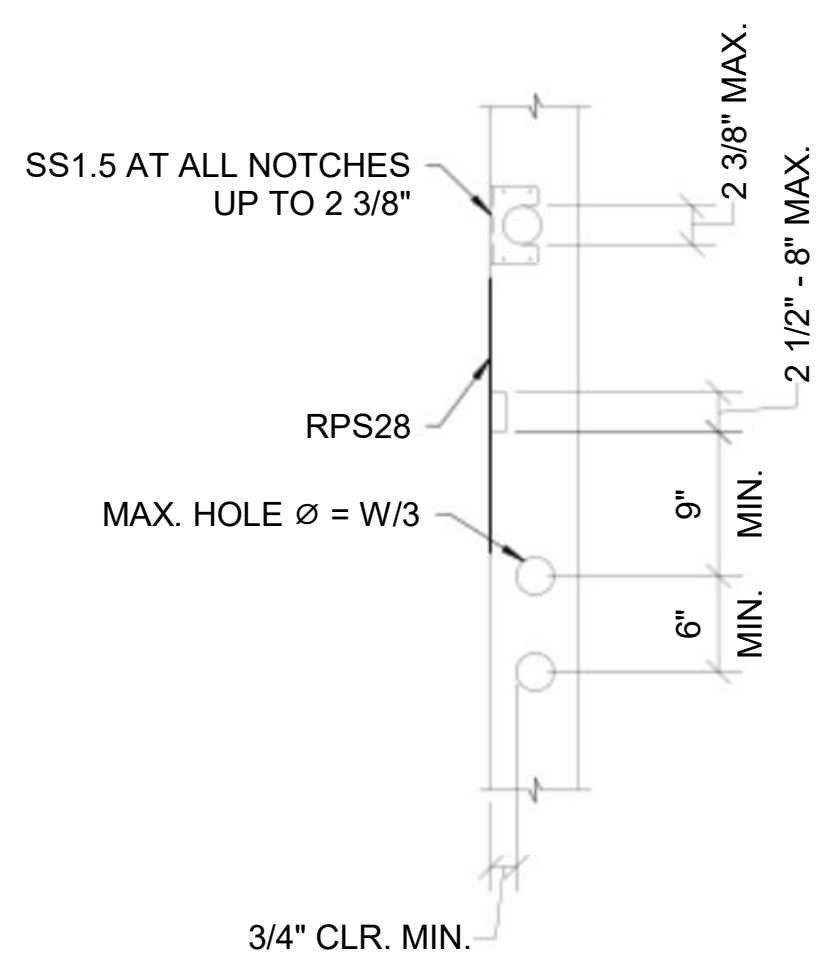
1. "W" DENOTES WIDTH OF WOOD MEMBER.
2. SILL PL NOTES:
A. WHERE HOTCH IS GREATER THAN NOTED, PROVIDE ADDITIONAL AB EA SIDE OF NOTCH.
B. WHERE BOLT IS LESS THAN 1" CLR. FROM EDGE, PROVIDE ADDTL AB.
C. ALL OVERSIZED BOLT HOLES (HOLES GREATER THAN 1/16" + AB DIAMETER) SHALL BE FILLED W/ EPOXY FOR TIGHT FIT.
3. WHERE NOTCHED OR DRILLED HOLE IN TOP PLATE EXCEEDS ALLOWABLE, CONTACT DEA.
4. ALL HOLES TO BE DRILLED, NOT SAWN.
5. ALL NOTCHES TO HAVE CORNERS PREDRILLED.

TYPICAL PLATE HOLES & NOTCHES

1" = 1'-0"

10

S2048.04-500



HOLES & NOTCHES AT STUDS

1" = 1'-0"

11

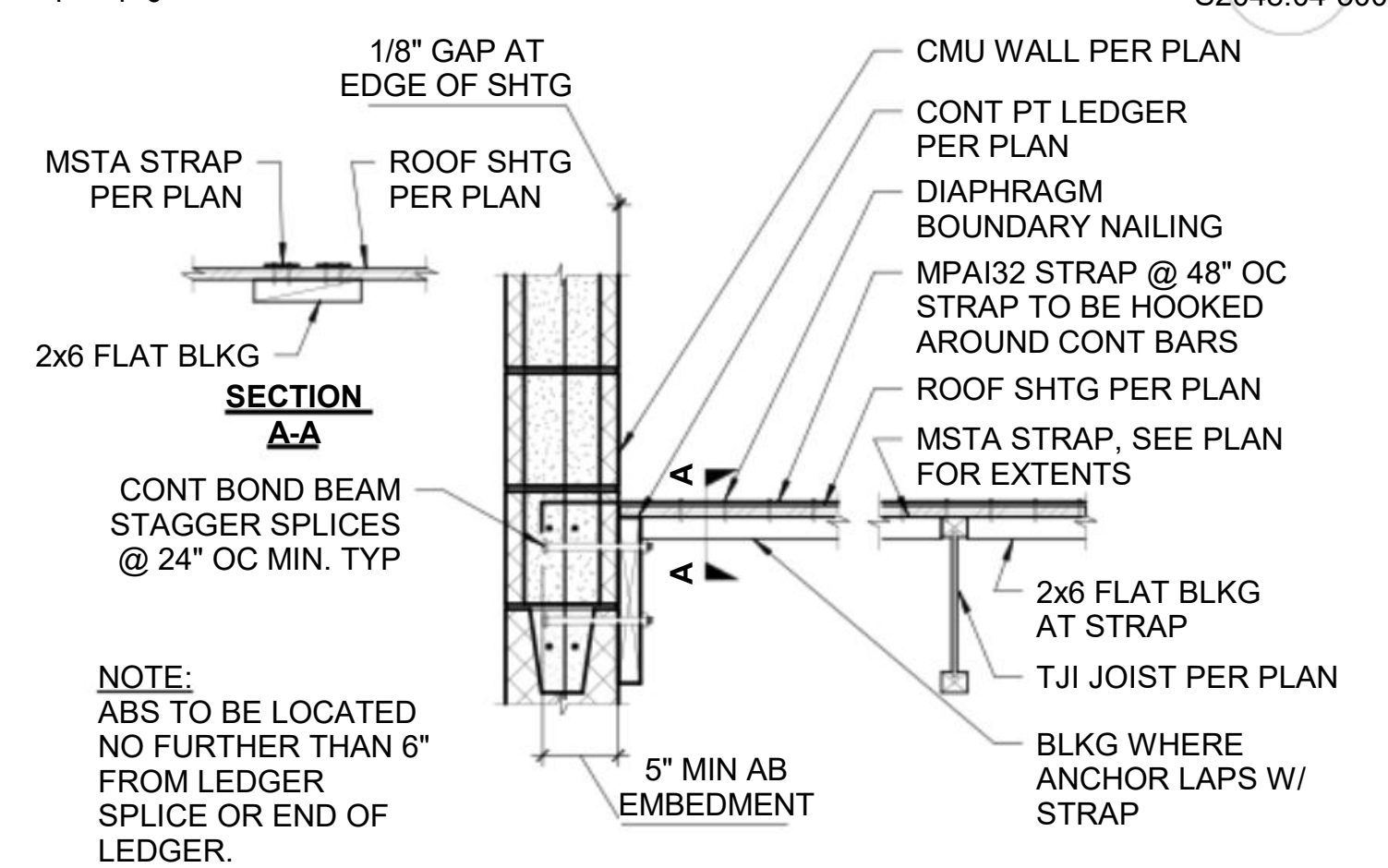
S2048.04-500

TYP. OUTLOOK CONNECTION

1" = 1'-0"

7

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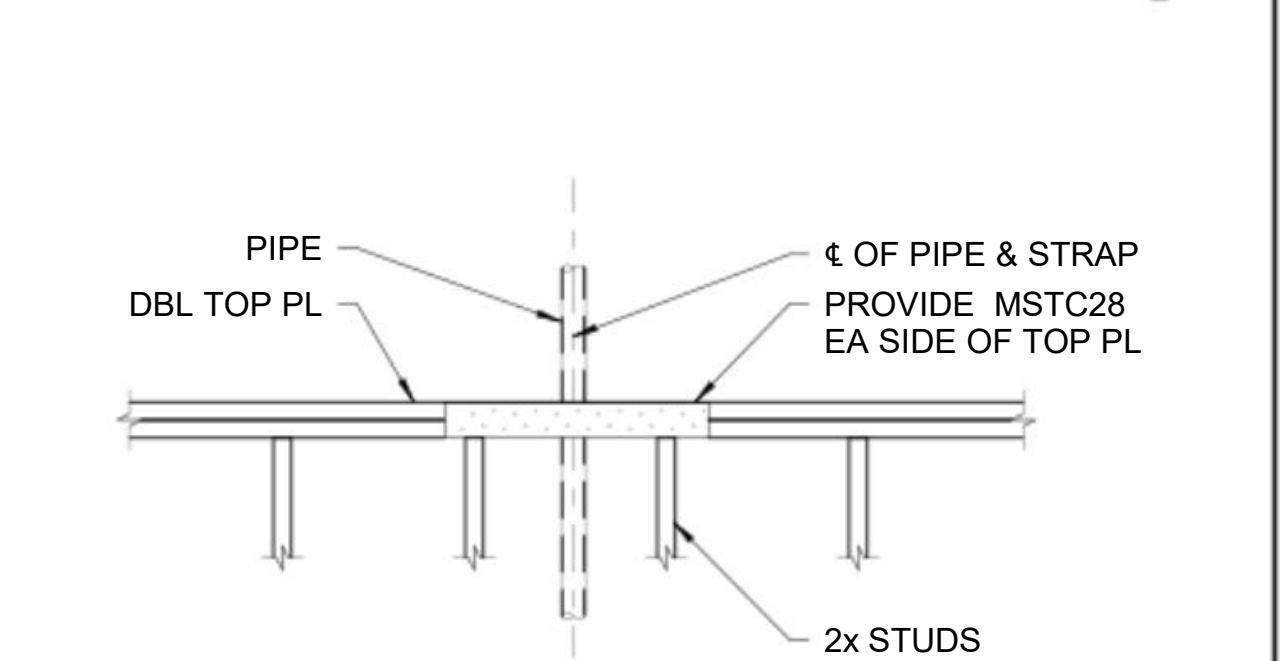


ROOF JOIST PARALELL TO CMU WALL

1" = 1'-0"

12

S2048.04-500

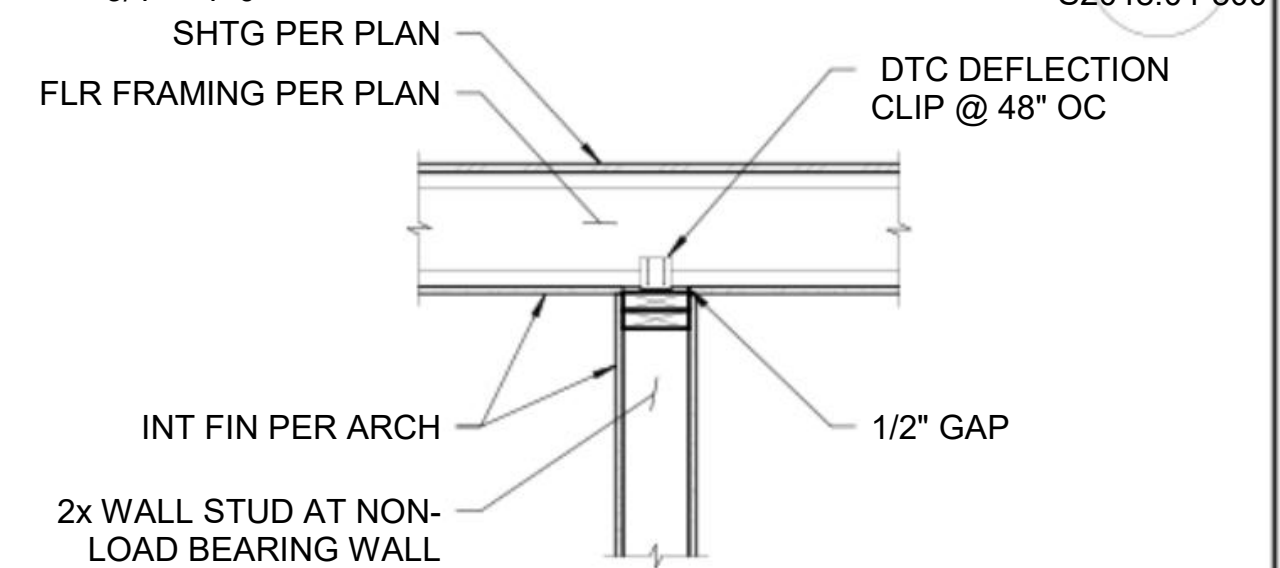


TOP PLATE PENETRATION

3/4" = 1'-0"

8

S2048.04-500

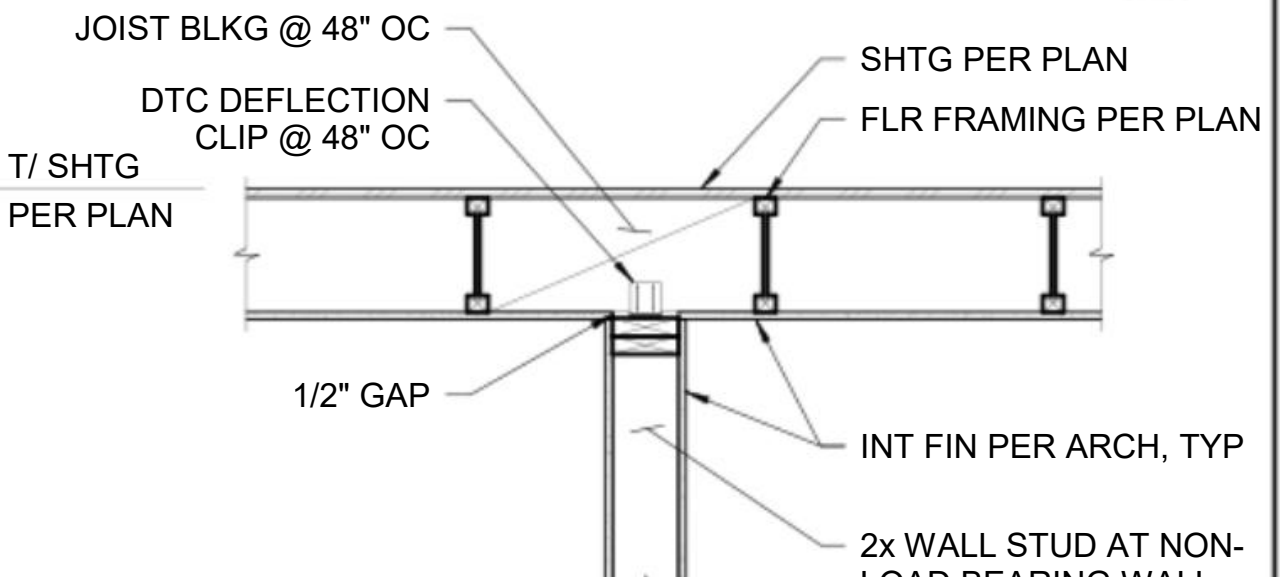


TYPICAL PARTITION WALL DETAIL- AT PERP FRAMING

3/4" = 1'-0"

9

S2048.04-500



TYPICAL PARTITION WALL DETAIL - AT PARALLEL FRAMING

3/4" = 1'-0"

13

S2048.04-500

NO.	DATE	BY	APPD.	REVISIONS
		CHK.		

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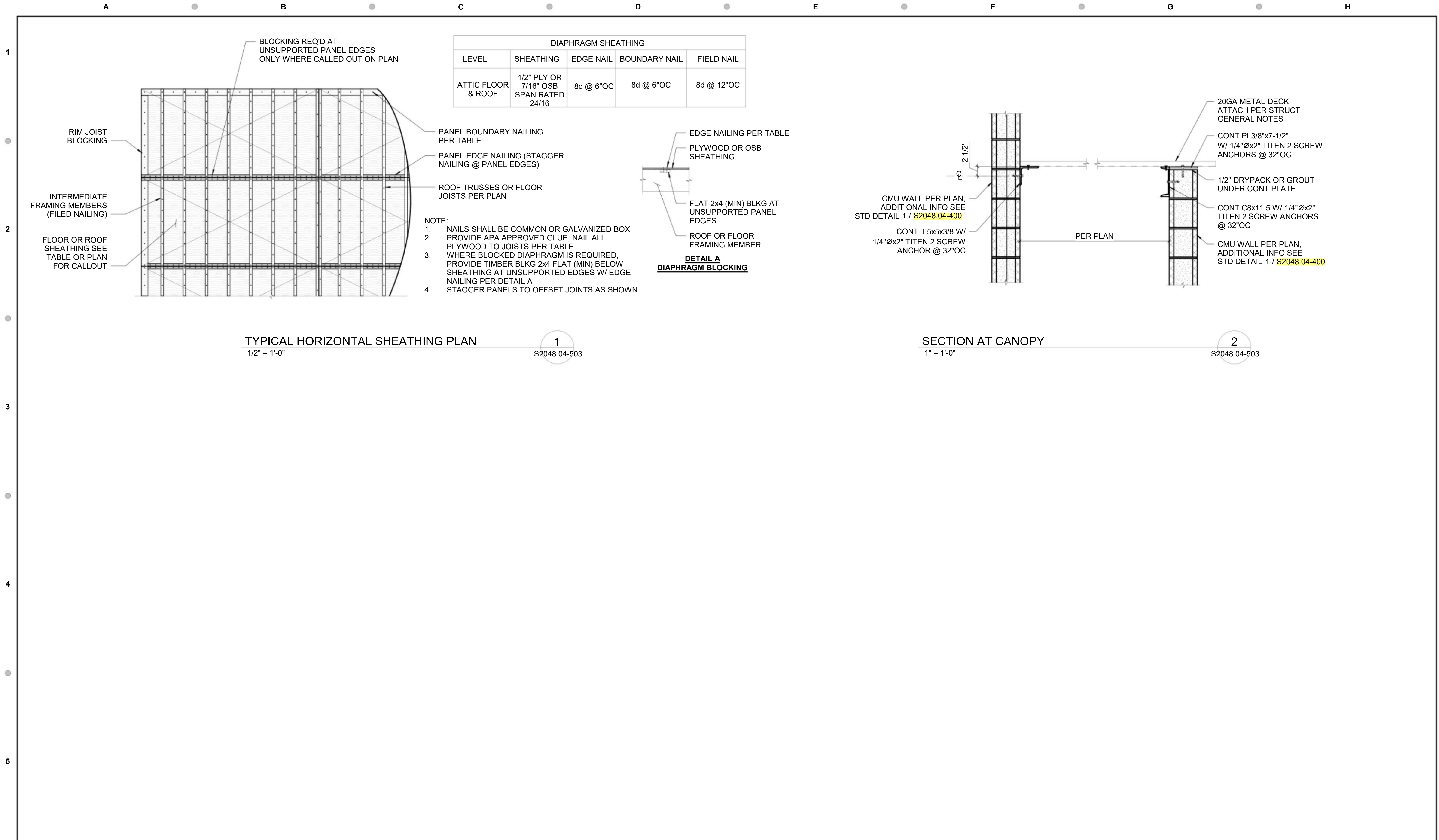
DAVID EVANS AND ASSOCIATES INC.
2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663

TRI-COUNTY MET

EXELTECH

ENGINEERING & CONSTRUCTION DIVISION
101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

OREGON CITY TRANSIT CENTER COMMUNITY AND TRANSIT INFRASTRUCTURE			
STRUCTURAL ROOF/FLOOR FRAMING DETAILS			
SCALE:	DRAWING NO.:	CONTRACT NO.:	SHEET NO.:
AS INDICATED	S2048.04-500	RC230177ZC	85 of 109



					TM DESIGNED 8/27/24 DATE		60% DESIGN	 TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON				OREGON CITY TRANSIT CENTER COMMUNITY AND TRANSIT INFRASTRUCTURE						
					JF DRAWN 8/27/24 DATE			  DAVID EVANS AND ASSOCIATES INC. 2100 S River Parkway, Suite 100 Portland Oregon 97201 Phone: 503.223.6663				 TRI-COUNTY MET ENGINEERING & CONSTRUCTION DIVISION 101 SW MAIN ST., SUITE 700 PORTLAND, OREGON 97204						
					PS CHECKED 8/27/24 DATE													
					APPROVED DATE													
NO.	DATE	BY CHK.	APPD.	REVISIONS			SUBMITTED: JENNA HORI		DATE: 04-03-2024 08/29/2024		APPROVED:		DATE:		SCALE: AS INDICATED	DRAWING NO.: S2048.04-503	CONTRACT NO.: RC230177ZC	SHEET NO.: 88 of 109

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DATE: 8/29/24

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CAM DRAWN	8/29/24 DATE
MB CHECKED	8/29/24 DATE
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TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON



BANTAM
ENGINEERING



DAVID EVANS
AND ASSOCIATES INC.
2100 S. River Parkway,
Portland, OR 97201
503.223.6663



TRI MET

ENGINEERING & CONSTRUCTION
DIVISION
101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

SUBMITTED: JENNIFER HERRI

DATE: 08/29/24

APPROVED:

DATE:

OREGON CITY TRANSIT CENTER TRANSIT CENTERS REDESIGN			
MECHANICAL ABBREVIATIONS, LEGEND, AND SYMBOLS			
SCALE:	DRAWING NO.: M2048.04-001	CONTRACT NO.: RC230177ZC	SHEET NO.: 89 of 109

STANDARD MECHANICAL ABBREVIATIONS:

AF	AIRFOIL	IE	INVERT ELEVATION
AFF	ABOVE FINISHED FLOOR	IN	INCH(ES)
AHP	APPARATUS HOUSING PLENUM	INSUL	INSULATION
ALT	ALTERNATIVE	ISOL	ISOLAT(OR)(ION)
AL	ALUMINUM	KW	KILOWATT
APD	AIR PRESSURE DROP	KWH	KILOWATT HOUR
APROX	APPROXIMATELY	L	LENGTH
ARCH	ARCHITECT(URAL)	LAT	LEAVING AIR TEMP
AUTO	AUTOMATIC	LB	POUND
BDD	BACKDRAFT DAMPER	LDB	LEAVING DRY BULB
BI	BACKWARD INCLINED	LF	LINEAR FEET
BLDG	BUILDING	LFT	LEAVING FLUID TEMPERATURE
BSMT	BASEMENT	LVG	LEAVING
BTU	BRITISH THERMAL UNIT	LWB	LEAVING WET BULB
BTUH	BRITISH THERMAL UNITS PER HOUR	LWT	LEAVING WATER TEMPERATURE
CFH	CUBIC FEET PER HOUR	MAX	MAXIMUM
CFM	CUBIC FEET PER MINUTE	MBH	THOUSAND BTU PER HOUR
CFS	CUBIC FEET PER SECOND	MECH	MECHANICAL
CLG	CEILING OR COOLING	MFR	MANUFACTURER
CONC	CONCRETE	MIN	MINIMUM
CONN	CONNECT(ION)	MISC	MISCELLANEOUS
CONT	CONTINUE(ED)(UATION)	MTD	MOUNTED
CL	CENTERLINE	NC	NORMALLY CLOSED
DDC	DIRECT DIGITAL CONTROL	N.I.C.	NOT IN CONTRACT
DEFL	DEFLECTION	NO	NORMALLY OPEN
DN	DOWN	OAD	OUTSIDE AIR DAMPER
DP	DEW POINT	O.C.	ON CENTER DISTANCE
DWDI	DOUBLE WIDTH DOUBLE INLET	OSA	OUTSIDE AIR
DWG	DRAWING	PH	PHASE
EA	EXHAUST AIR	PP	POLYPROPYLENE
EAD	EXHAUST AIR DAMPER	PSI	POUNDS PER SQUARE INCH
EAT	ENTERING AIR TEMPERATURE	PVC	POLYVINYL CHLORIDE
EDB	ENTERING DRY BULB	PVS	PVC COATED STEEL
EFF	EFFICIENCY	R (RAD)	RADIUS
EFT	ENTERING FLUID TEMPERATURE	RA	RETURN AIR
ELEC	ELECTRIC(AL)	RAD	RETURN AIR DAMPER
ELEV	ELEVATION	REV	REVISION
ENGR	ENGINEER	RH	RELATIVE HUMIDITY
EQ	EQUAL	RPM	REVOLUTIONS PER MINUTE
EQUIP	EQUIPMENT	SA	SUPPLY AIR
ESP	EXTERNAL STATIC PRESSURE	SCFM	STANDARD CUBIC FEET PER MINUTE
EWB	ENTERING WET BULB	SD	SMOKE DAMPER
EWT	ENTERING WATER TEMPERATURE	SECT	SECTION
EX	EXTRACTOR	SENS	SENSIBLE
EXH	EXHAUST	SG	SECURITY GRILLE
EXIST	EXISTING	SP	STATIC PRESSURE
EXP	EXPANSION	SPEC	SPECIFICATION
F	DEGREES FAHRENHEIT	SQ	SQUARE
FC	FORWARD CURVED	SF	SQUARE FOOT(FEET)
FIG	FIGURE	SQ IN	SQUARE INCH(ES)
FILT	FILTER	SS	STAINLESS STEEL
FLEX	FLEXIBLE	STL	STEEL
FPD	FLUID PRESSURE DROP	STRT	STRUCTUR(E)(AL)
FPM	FEET PER MINUTE	SWP	SINGLE WALL PLENUM
FPS	FEET PER SECOND	SWSI	SINGLE WIDTH SINGLE INLET
FT	FEET/FOOT	TEMP	TEMPERATURE
FTR	FINNED TUBE RADIATOR	TSP	TOTAL STATIC PRESSURE
FU	FIXTURE UNIT	TYP	TYPICAL
FUT	FUTURE	V	VOLTS
FV	FACE VELOCITY	VD	VOLUME DAMPER
GA	GAGE/GAUGE	VEL	VELOCITY
GAL	GALLON	VERT	VERTICAL
GALV	GALVANIZED	VFD	VARIABLE FREQUENCY DRIVE
GLY	GLYCOL	VTR	VENT THROUGH ROOF
GPH	GALLONS PER HOUR	W	WIDTH
GPM	GALLONS PER MINUTE	WG	WATER GAUGE
H	HEIGHT	WPD	WATER PRESSURE DROP
HORIZ	HORIZONTAL	WTD	WATER TEMPERATURE DROP
HP	HORSEPOWER	WTR	WATER TEMPERATURE RISE
HTG	HEATING	W/	WITH
ID	INSIDE(DIAMETER/DIMENSION)	W/O	WITHOUT

DUCT LEGEND:

CFM TYPE

FLOW DIRECTION (NONE SHOWN IF 4-WAY)

CFM SIZE TYPE

TYPE REFERENCE
H = 6" BELOW CEILING
L = 6" ABOVE FLOOR
F = FLOOR
S = SLOT DIFFUSER
C = CEILING
T = DOOR TRANSFER

RETURN EXHAUST SUPPLY

SEE SPEC FOR TYPE
SEE SCHEDULE FOR SIZE

CEILING DIFFUSERS & GRILLES

SIDEWALL, SLOT & FLOOR GRILLES

SUPPLY AIR

RETURN AIR

EXHAUST AIR

OUTSIDE AIR

FSD

FD

SD

COMBINATION FIRE/SMOKE

SMOKE FIRE

AUTOMATIC VOLUME

DUCT SECTIONS

DAMPERS

RETURN OR EXHAUST AIR FLOW

SUPPLY OR OUTSIDE AIR FLOW

UC 1/2" UNDERCUT DOOR

LOW PRESSURE DUCTWORK:

R=2D FOR FLEX

R=1-1/2D FOR ROUND

SECTION

PLAN

FLEX DUCT

ROUND DUCT

RETURN OR EXHAUST GRILLE CONNECTION

R=2D FOR FLEX

R=1-1/2D FOR ROUND

SECTION

PLAN

FLEX DUCT

ROUND DUCT

SUPPLY DIFFUSER CONNECTION

RECTANGULAR DUCT

LINED PLENUM

FLEX DUCT

SQUARE NECK

SPIN-IN FITTING

SECTION

PLAN

RETURN OR EXHAUST GRILLE

SUPPLY DIFFUSER SIDE FLEX CONNECTION

SECTION

PLAN

SUPPLY DIFFUSER HARD CONNECTION

SIDEWALL SUPPLY GRILLE CONNECTION

MEDIUM PRESSURE DUCTWORK:

CONICAL TEE

LOW LOSS

LATERAL TEE

CONICAL LATERAL

BRANCH FITTINGS

R=1-1/2D

R=.2D

L=D1-D2

ELBOW

Y-BRANCH

BELL MOUTH

REDUCER

NOTE:

THIS IS A STANDARD LEGEND SHEET. THEREFORE, SOME SYMBOLS MAY APPEAR ON THIS SHEET THAT DO NOT APPEAR ON THE DRAWINGS.

MISC. VALVES & COCKS:

SHUT-OFF VALVE

GLOBE VALVE

SHUT-OFF VALVE W/ TAMPER SWITCH

TRIPLE DUTY VALVE

CHECK VALVE

2-WAY CONTROL VALVE

3-WAY CONTROL VALVE

BALANCING VALVE

FLOW CONTROL VALVE

SOLENOID VALVE

PRESSURE REDUCING VALVE

AIR VENT (MANUAL/AUTOMATIC)

RELIEF VALVE

STRAINER

STRAINER W/ BLOWDOWN

DRAIN VALVE

HOSE BIBB

WALL HYDRANT

GROUND HYDRANT

STEAM TRAP

PRESSURE GAUGE

PRESSURE/TEMPERATURE TEST PLUG

THERMOMETER

FLOW SWITCH

TEMPERATURE TRANSMITTER

SHOCK ARRESTOR

VACUUM BREAKER

WATER FLOW METER

REDUCED PRESSURE BACKFLOW ASSEMBLY

DOUBLE CHECK VALVE ASSEMBLY

DOUBLE CHECK DETECTOR ASSEMBLY

BACKWATER VALVE

UNDERGROUND GATE VALVE W/BOX

UNDERGROUND GATE W/POST INDICATOR

OUTSIDE SCREW & YOKE

Y PATTERN BOILER BLOWDOWN VALVE

NON-RETURN STOP VALVE

QUICK OPENING BOILER BLOWDOWN VALVE

SYMBOLS:

A ACCESS PANEL

B BELOW GRADE / FLOOR

C CONNECT TO EXISTING

E EXISTING TO REMAIN

K CAP EXISTING / CAP FOR FUTURE

R RELOCATE EXISTING

X REMOVE EXISTING

1 NOTE

CALL OUT SYMBOLS

WALL MOUNTED

PENDANT MOUNTED

TEMPERATURE

HUMIDITY

ROOM SENSORS

CO CO CARBON MONOXIDE

CO CO CARBON DIOXIDE

NOX NOX NITROGEN OXIDE

Page 110 of 340

DESIGN CONDITIONS - PORTLAND, OR

GENERAL NOTE:
1. OUTDOOR CONDITIONS BASED ON ASHRAE FUNDAMENTALS 2021 99.6% AND 0.4% DATA FOR PDX.

ELECTRIC UNIT HEATER SCHEDULE:

GENERAL NOTES:
A. MANUFACTURERS AND MODELS LISTED ARE BASIS OF DESIGN. SEE SPECIFICATIONS FOR SUBSTITUTION REQUEST...
B. SURFACE MOUNTED.

KEYED NOTES:
1. SINGLE POLE BUILT-IN THERMOSTAT.
2. THREE POLE BUILT-IN DISCONNECT SWITCH.

DIFFUSERS AND GRILLES:

GENERAL NOTES:

A. MANUFACTURERS AND MODELS LISTED ARE BASIS OF DESIGN. SEE SPECIFICATIONS FOR SUBSTITUTION REQUEST PROCESS.

B. NOISE CRITERIA (NC) BASED ON ROOM ABSORPTION OF 10 dB, MEASURED PER ANSI/ASHRAE STANDARD 70.

C. THROW VALUES GIVEN FOR TERMINAL VELOCITIES 150, 100, AND 50 FPM FOR ISOTHERMAL CONDITIONS.

NOTES:

1. T-BAR MOUNTED

2. HARD LID MOUNTED

VENTILATION SCHEDULE - MULTIPLE SPACES - OREGON:

GENERAL NOTES:

- A. SYSTEM OUTDOOR AIR CALCULATION IS BASED ON THE SECTION 403 OF THE 2022 OREGON MECHANICAL SPECIALTY CODE.
- B. REFER TO EQUIPMENT SCHEDULES FOR ACTUAL OUTDOOR AIR FLOW RATE.
- C. DESIGN OCCUPANCY REPRESENTS THE AVERAGE OCCUPANCY WHICH IS NOT LESS THAN 1/2 THE CODE OCCUPANCY

NOTES:

- 1. RESTROOM EXHAUST IS TWICE THE SF OF THE RESTROOMS PER TRIMET STANDARDS. SEE DRAWINGS FOR EXHAUST AND S

ENERGY RECOVERY VENTILATOR SCHEDULE:

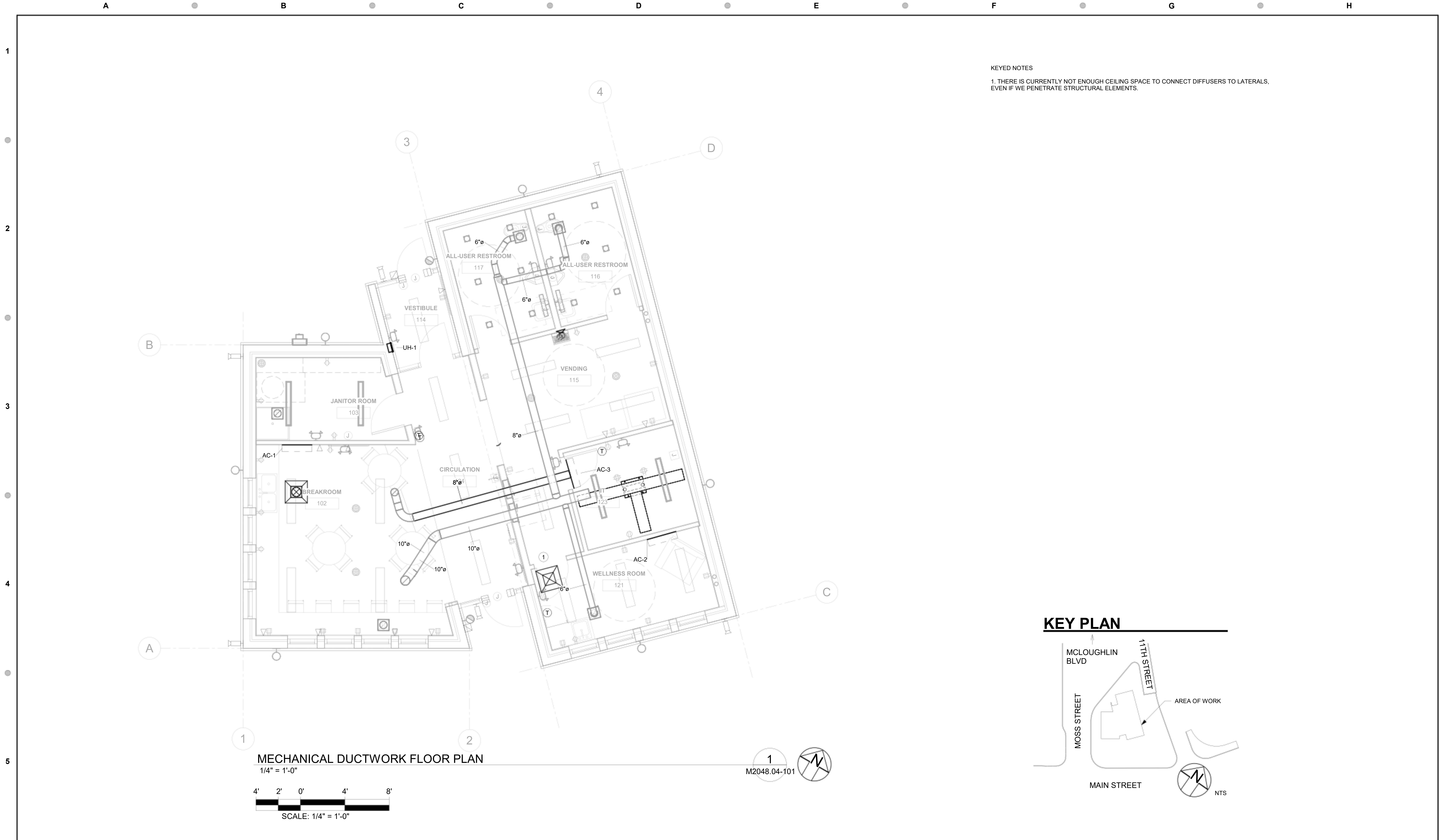
GENERAL NOTES:
A. MANUFACTURERS AND MODELS LISTED ARE BASIS OF DESIGN. SEE SPECIFICATIONS FOR SUBSTITUTION REQUEST PROCESS
B. BOTH FANS IN THE ERV UNIT ARE BELT-DRIVEN

SPLIT SYSTEM AIR CONDITIONING UNIT SCHEDULE:

NOTES:

1. PROVIDE ALL INTERCONNECTING WIRING BETWEEN THE INDOOR AND OUTDOOR UNITS.
2. PROVIDE PIPE PORTAL AT ALL WALL AND ROOF PENETRATIONS.
3. OUTDOOR UNIT TO BE MOUNTED ON ROOF. PROVIDE AND INSTALL UNISTRUT FOR MOUNTING.
4. PROVIDE WITH LOW AMBIENT KIT FOR OPERATION DOWN TO 20 DEG F

60% DESIGN



					CAM DESIGNED		8/29/24 DATE		60% DESIGN		 TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON				OREGON CITY TRANSIT CENTER TRANSIT CENTERS REDESIGN											
					CAM DRAWN		8/29/24 DATE				  DAVID EVANS AND ASSOCIATES INC. 2100 S. River Parkway, Portland, OR 97201 503.223.6663				 ENGINEERING & CONSTRUCTION DIVISION 101 SW MAIN ST., SUITE 700 PORTLAND, OREGON 97204											
					MB CHECKED		8/29/24 DATE																			
					MB APPROVED		8/29/24 DATE																			
NO.	DATE	BY	APPD.	REVISIONS					SUBMITTED:		JENNIFER HORI	DATE:	08/29/24	APPROVED:			DATE:		SCALE:		DRAWING NO.:	M2048.04-101	CONTRACT NO.:	RC230177ZC	SHEET NO.:	91 of 109
		CHK.																								

Autodesk Civil 3D 2024.2.0 (10/10/2024) - Mechanical FDS - 10/10/2024 10:30:00 AM

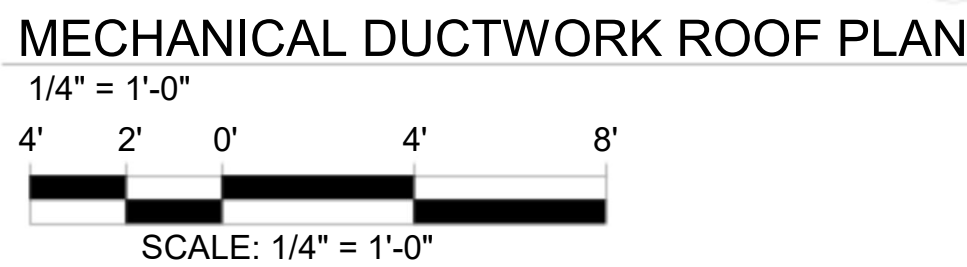


NTS

OREGON CITY TRANSIT CENTER

TRANSIT CENTERS REDESIGN

MECHANICAL ATTIC PLAN



MCLOUGHLIN BLVD

MOSS STREET

11TH STREET

AREA OF WORK

MAIN STREET

NTS

OREGON CITY TRANSIT CENTER

TRANSIT CENTERS REDESIGN

MECHANICAL ROOF PLAN

Autodesk DWG2PDF 2023.12.05 05:05:10 - Mechanical PDS - 2024-04-11 10:30:00 10:30:00 AM

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DESIGNED	DATE
CAM	8/29/24
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MB	8/29/24
CHECKED	DATE
MB	8/29/24
APPROVED	DATE

60% DESIGN

2100 S. River Parkway,
Portland, OR 97201
503.223.6663

TRIMET

SUBMITTED: JENNIFER HERRI

DATE: 08/29/2024

ENGINEERING & CONSTRUCTION DIVISION

101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

OREGON CITY TRANSIT CENTER
TRANSIT CENTERS REDESIGN

PLUMBING ABBREVIATIONS, LEGEND, AND SYMBOLS

SCALE: DRAWING NO.: P2048.04-001 CONTRACT NO.: RC230177ZC SHEET NO.: 94 of 109

STANDARD PLUMBING ABBREVIATIONS:

AD	AREA DRAIN	INSUL	INSULATION
AFF	ABOVE FINISHED FLOOR	JP	JOCKEY PUMP
ALT	ALTERNATIVE	JS	JANITOR SINK
AL	ALUMINUM	KW	KILOWATT
AP	ACCESS PANEL	KWH	KILOWATT HOUR
APPROX	APPROXIMATELY	L	LAVATORY
ARCH	ARCHITECT(URAL)	LB	POUND
AUTO	AUTOMATIC	LF	LINEAR FEET
BLDG	BUILDING	MAX	MAXIMUM
BOP	BOTTOM OF PIPE	MBH	THOUSAND BTU PER HOUR
BTU	BRITISH THERMAL UNIT	MECH	MECHANICAL
BTUH	BRITISH THERMAL UNITS PER HOUR	MFR	MANUFACTURER
BV	BALANCING VALVE	MIN	MINIMUM
CALC	CALCULATION	MISC	MISCELLANEOUS
CFH	CUBIC FEET PER HOUR	MS	MOP SINK
CFM	CUBIC FEET PER MINUTE	MTD	MOUNTED
CLG	CEILING OR COOLING	NC	NORMALLY CLOSED
CL	CENTERLINE	NIC	NOT IN CONTRACT
CO	CLEAN OUT	NO	NORMALLY OPEN
CONC	CONCRETE	OC	ON CENTER DISTANCE
CONN	CONNECT(ION)	OD	OVERFLOW DRAIN
CONT	CONTINUE(ED)(UATION)	OS&Y	OUTSIDE SCREW & YOKE GATE VALVE
CP	CIRCULATING PUMP	PW	PUMPED WASTE
CI	CAST IRON	P/F	PITCH PER FOOT
CTG	CLEANOUT TO GRADE	PG	PRESSURE GAUGE
CV	CHECK VALVE	PH	PHASE
DF	DRINKING FOUNTAIN	PIV	POST INDICATING VALVE
DFU	DRAINAGE FIXTURE UNIT	PRV	PRESSURE REDUCING VALVE
DIA	DIAMETER	PSI	POUNDS PER SQUARE INCH
DN	DOWN	PSIG	POUNDS PER SQUARE INCH (GAUGE)
DR	DRAIN	R (RAD)	RADIUS
DROP	DROP (WITHIN FLOOR)	RISE	RISE (WITHIN FLOOR)
DWG	DRAWING	RD	ROOF DRAIN
(E)	EXISTING	REV	REVISION
EFF	EFFICIENCY	RPM	REVOLUTIONS PER MINUTE
ELEC	ELECTRIC(AL)	SA	SHOCK ABSORBER
ELEV	ELEVATION	SAD	SEE ARCHITECTURAL
ENGR	ENGINEER	SE	SEWAGE EJECTOR
EQ	EQUAL	SECT	SECTION
EQUIP	EQUIPMENT	SF	SQUARE FEET
ET	EXPANSION TANK	SH	SHOWER
EW	ELECTRIC WATER COOLER	SIM	SIMILAR
EW	ELECTRIC WATER HEATER	SK	SINK
EXIST	EXISTING	SP	STATIC PRESSURE
EXP	EXPANSION	SPEC	SPECIFICATION
F	DEGREES FAHRENHEIT	SS	SERVICE SINK
FCO	FLOOR CLEANOUT	SQ	SQUARE
FD	FLOOR DRAIN	SQ IN	SQUARE INCH(ES)
FILT	FILTER	STL	STEEL
FL	FLOOR	STRUCT	STRUCTUR(E)(AL)
FLEX	FLEXIBLE	TDH	TOTAL DISCHARGE HEAD
FP	FIRE PUMP	TEMP	TEMPERATURE
FPD	FLUID PRESSURE DROP	TMV	TEMPERATURE MIXING VALVE
FPM	FEET PER MINUTE	TOP	TOP OF PIPE
FPS	FEET PER SECOND	TPV	TRAP PRIMER VALVE
FS	FLOW SWITCH	TS	TAMPER SWITCH
FSK	FLOOR SINK	TSP	TOTAL STATIC PRESSURE
FT	FEET/FOOT	TYP	TYPICAL
FU	FIXTURE UNIT	UON	UNLESS OTHERWISE NOTED
FUT	FUTURE	UP	UP (PENETRATES FLOOR SLAB)
GA	GAGE/GAUGE	UR	URNIAL
GAL	GALLON	V	VOLTS
GALV	GALVANIZED	VB	VOLUME BREAKER
GPH	GALLONS PER HOUR	VEL	VELOCITY
GPM	GALLONS PER MINUTE	VERT	VERTICAL
GV	GATE VALVE	VFD	VARIABLE FREQUENCY DRIVE
H	HEIGHT	VTR	VENT THROUGH ROOF
HB	HOSE BIBB	W	WIDTH
HD	HUB DRAIN	WC	WATER CLOSET
HORIZ	HORIZONTAL	WCO	WALL CLEANOUT
HP	HORSEPOWER	W	WATER FIXTURE UNITS
HT	HEAT TRACE	WG	WATER GAUGE
ID	INSIDE(DIAMETER/DIMENSION)	W	WITH
IE	INVERT ELEVATION	W/O	WITHOUT
IN	INCH(ES)	ZONE	ZONE

PLUMBING PIPING:

W	W	NEW PIPING
W	W	WASTE (BELOW GRADE OR FLOOR)
PW	PW	PUMPED WASTE (ABOVE GRADE OR FLOOR)
PW	PW	PUMPED WASTE (BELOW GRADE OR FLOOR)
SD	SD	STORM DRAIN (ABOVE GRADE OR FLOOR)
SD	SD	STORM DRAIN (BELOW GRADE OR FLOOR)
OD	OD	OVERFLOW DRAIN (ABOVE GRADE OR FLOOR)
OD	OD	OVERFLOW DRAIN (BELOW GRADE OR FLOOR)
D	D	DRAIN (CONDENSATE/INDIRECT)
V	V	VENT
CW	CW	EXISTING PIPING
HPCW	HPCW	NEW PIPING
HW	HW	HOT WATER
RHW	RHW	RECIRCULATING HOT WATER
WW	WW	WELL WATER
HPWW	HPWW	HIGH PRESSURE WELL WATER
ICW	ICW	INDUSTRIAL COLD WATER
G	G	NATURAL GAS (LOW PRESSURE)
MG	MG	NATURAL GAS (MEDIUM PRESSURE)
GV	GV	GAS VENT
NPW	NPW	NEW PIPING
DSP	DSP	DRY STANDPIPE

MISC. VALVES & COCKS:

	SHUT-OFF VALVE
S	GLOBE VALVE
	SHUT-OFF VALVE W/ TAMPER SWITCH
	TRIPLE DUTY VALVE
	CHECK VALVE
	2-WAY CONTROL VALVE
	3-WAY CONTROL VALVE
FC	BALANCING VALVE
S	FLOW CONTROL VALVE
	SOLENOID VALVE
MAV	PRESSURE REDUCING VALVE
AAV	AIR VENT MANUAL
	AIR VENT AUTOMATIC
	ANGLE RELIEF VALVE
	STRAINER
	STRAINER WITH BLOWDOWN
DV	DRAIN VALVE
HB	HOSE BIBB
WH	WALL HYDRANT
	PRESSURE GAUGE
	PRESSURE/TEMPERATURE TEST PLUG
F	THERMOMETER
T	FLOW SWITCH
S	TEMPERATURE TRANSMITTER
V	SHOCK ARRESTOR
WFM	VACUUM BREAKER
RPBA	WATER FLOW METER
DCVA	REDUCED PRESSURE BACKFLOW ASSEMBLY
DCDA	DOUBLE CHECK VALVE ASSEMBLY
BWV	DOUBLE CHECK DETECTOR ASSEMBLY
	BACKWATER VALVE
	NON-RETURN STOP VALVE
	GAS COCK VALVE
	RELIEF VALVE
	MIXING VALVE
	PUMP

NOTE:

THIS IS A STANDARD LEGEND SHEET, THEREFORE, SOME SYMBOLS MAY APPEAR ON THIS SHEET THAT DO NOT APPEAR ON THE DRAWINGS.

PLUMBING SYMBOLS:

TB	THRUST BLOCK
CO	CLEANOUT
WCO	WALL CLEANOUT
FCO	FLOOR CLEANOUT
CTG	CLEANOUT TO GRADE
FD	FLOOR DRAIN
AD	AREA DRAIN
CB	CATCH BASIN
FS	FLOOR SINK
RD	ROOF DRAIN
OD	OVERFLOW DRAIN
TD	TRENCH DRAIN

SYMBOLS:

A	ACCESS PANEL	K	CAP EXISTING / CAP FOR FUTURE
B	BELOW GRADE / FLOOR	R	RELOCATE EXISTING
C	CONNECT TO EXISTING	X	REMOVE EXISTING
E	EXISTING TO REMAIN	#	NUMBERED NOTE

1

REVISION NUMBER

AHU-X-Y-ZZ

EQUIPMENT NUMBER
ROOM
AREA OF AIRPORT
EQUIPMENT TYPE
EQUIPMENT

DETAIL NUMBER
DWG. SHEET NO.

DETAIL CALLOUT

SYSTEM TYPE
RISER NUMBER

RISER TAG

MISC. FITTINGS & SYMBOLS:

	DIRECTION OF FLOW
	DIRECTION OF SLOPE
	PIPE SLEEVE
	REDUCER
	ANCHOR
	ELBOW (90°)
	ELBOW (45°)
	TEE
	CROSS
	PIPING CONNECTIONS
	JOINT OR COUPLING POINT
	UNION
	FLANGED CONNECTION
	CAP
	PLUG OR BLIND FLANGE
	RISER
	ELBOW UP
	ELBOW DOWN
	TEE UP
	TEE DOWN
	HORIZONTAL TEE
	FLEXIBLE CONNECTION
	BALL JOINT
MC	MECHANICAL COUPLING
	HEAT TRACE
	PIPE CONTINUATION

1

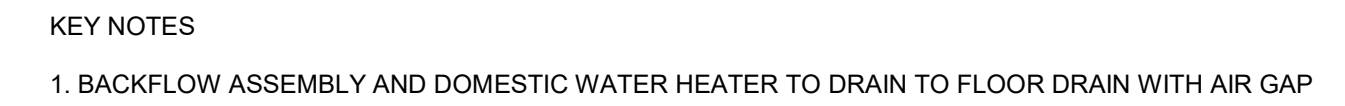
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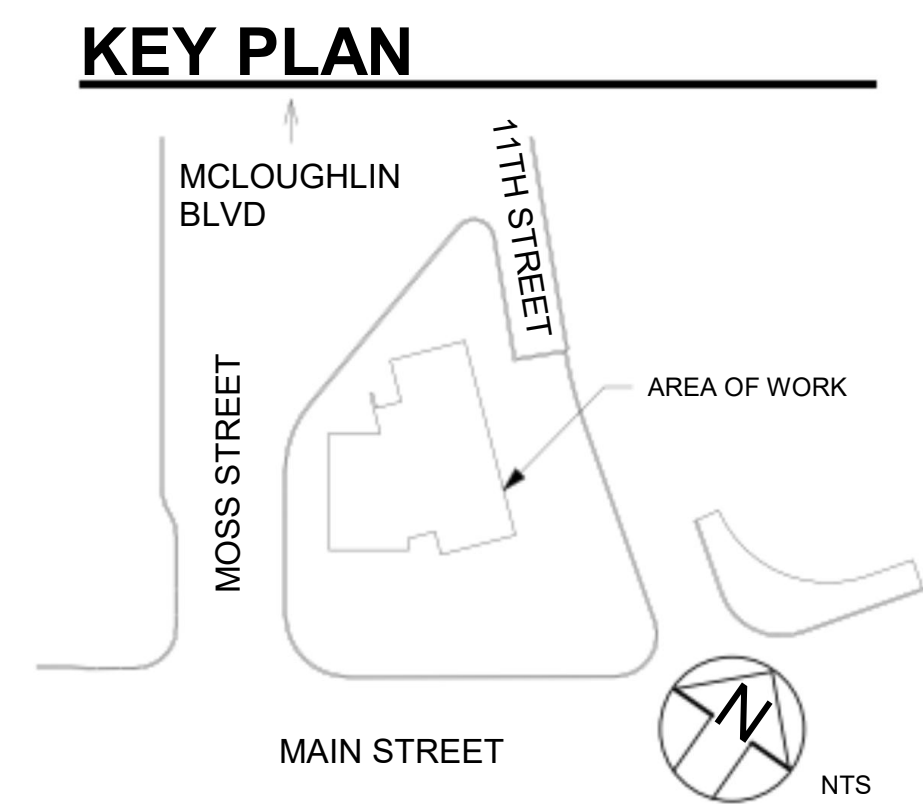
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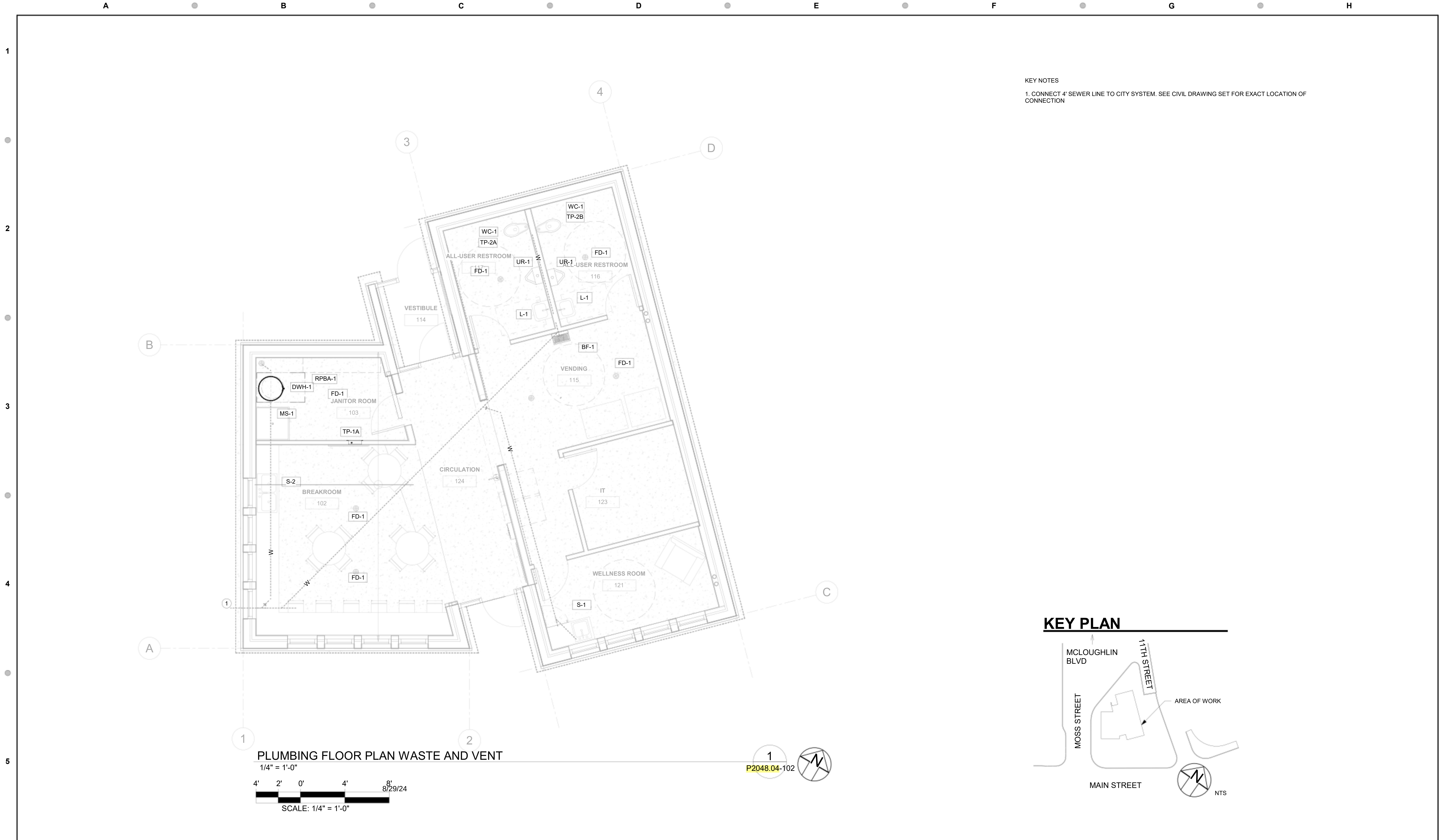
Page 117 of 340



1
P2048.04-101



OREGON CITY TRANSIT CENTER TRANSIT CENTERS REDESIGN PLUMBING FLOOR PLAN DOMESTIC SUPPLY			
SCALE:	DRAWING NO.: P2048.04-101	CONTRACT NO.: RC230177ZC	SHEET NO.: 97 of 109



Autodesk Civil 3D 2024.1.0 (10/10/2024) - Mechanical PDS - 10/10/2024 10:30:00 AM

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		CHK.		

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CAM	8/29/24
DRAWN	DATE
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CHECKED	DATE
MB	8/29/24
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60% DESIGN

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

BANTAM ENGINEERING

DAVID EVANS AND ASSOCIATES INC.
2100 S. River Parkway,
Portland, OR 97201
503.223.6663

TRI MET

ENGINEERING & CONSTRUCTION DIVISION

101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

SUBMITTED: JENNIFER HARRIS

DATE: 08/29/24

APPROVED:

DATE:

OREGON CITY TRANSIT CENTER TRANSIT CENTERS REDESIGN			
PLUMBING FLOOR PLAN WASTE AND VENT			
SCALE:	DRAWING NO.: P2048.04-102	CONTRACT NO.: RC230177ZC	SHEET NO.: 98 of 109



					CAM DESIGNED8/29/24DATE		60% DESIGN	TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON				OREGON CITY TRANSIT CENTER TRANSIT CENTERS REDESIGN PLUMBING DETAILS						
					CAM DRAWN8/29/24DATE			BANTAM ENGINEERING		DAVID EVANS AND ASSOCIATES INC.						ENGINEERING & CONSTRUCTION DIVISION		
					MB CHECKED8/29/24DATE													
					MB APPROVED8/29/24DATE													
NO.	DATE	BY	APPD.	REVISIONS				SUBMITTED: JENNIFER HERRI		DATE: 08/29/24		APPROVED:		DATE:		SCALE:	DRAWING NO.: P2048.04-401	CONTRACT NO.: RC230177ZC

Autodesk Civil 3D 2024.1.0 (64-bit) - Mechanical PDS - 8/29/2024 10:30:00 AM

Abbreviations

Drawing Symbol Variables

Raceways

Switches

	MTH	08/06/2024
	DESIGNED	DATE
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	DRAWN	DATE
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	CHECKED	DATE
	APPROVED	DATE

(N)	INDICATES NEW EQUIPMENT.
(E)	INDICATES EXISTING EQUIPMENT TO REMAIN.
(D)	INDICATES EXISTING EQUIPMENT TO BE DEMOLISHED.
(RR)/(RD)	INDICATES EXISTING EQUIPMENT OR DEVICE TO BE REMOVED AND REINSTALLED.
	CONDUIT & CONDUCTOR CALLOUT. REFER TO CONDUIT & CONDUCTOR SCHEDULE.
	KEYED NOTE CALLOUT. REFER TO CORRESPONDING SHEET KEYNOTES.
	KEYED NOTE CALLOUT. REFER TO CORRESPONDING SHEET KEYNOTES.
	KEYED NOTE CALLOUT. REFER TO CORRESPONDING SHEET KEYNOTES.
	MECHANICAL EQUIPMENT CALLOUT. REFER TO MECHANICAL EQUIPMENT CONNECTION SCHEDULE.
	DETAIL CALLOUT. REFER TO DETAIL AND SHEET AS INDICATED ON CALLOUT.
	FIXTURE MOUNTING CALLOUT. HEIGHT ABOVE FINISHED FLOOR (A.F.F.)
	EQUIPMENT CALLOUT. REFER TO NEMA CONNECTION SCHEDULE.
	SECTION CALLOUT. REFER TO DETAIL AND SHEET AS INDICATED ON CALLOUT.
	ELEVATION CALLOUT. REFER TO DETAIL AND SHEET AS INDICATED ON CALLOUT.

	DUPLEX RECEPTACLE, MOUNTED AT 18" AFF, UON.
	SIMPLEX RECEPTACLE, MOUNTED AT 18" AFF, UON.
	QUADPLEX RECEPTACLE, MOUNTED AT 18" AFF, UON.
	GFCI DUPLEX RECEPTACLE, MOUNTED AT 18" AFF, UON.
	GFCI QUADPLEX RECEPTACLE, MOUNTED AT 18" AFF, UON.
	TAMPERPROOF DUPLEX RECEPTACLE, MOUNTED AT 18" AFF, UON.
	TAMPERPROOF QUADPLEX RECEPTACLE, MOUNTED AT 18" AFF, UON.
	NEMA SPECIAL RECEPTACLE, MOUNTED AT 18" AFF, UON. NEMA CONFIGURATION AS INDICATED.
	SIDE HATCHED RECEPTACLE, TO BE WIRED TO SWITCHED CIRCUIT.
	CENTER HATCHED RECEPTACLE TO BE WIRED TO EMERGENCY CIRCUIT.
	RECEPTACLE MOUNTED ON CEILING.
	RECEPTACLE MOUNTED IN-COUNTER.
	DISCONNECT SWITCH.
	FUSED DISCONNECT SWITCH.
	ENCLOSED CIRCUIT BREAKER.
	COMBINATION STARTER.
	PANELBOARD SURFACE MOUNT.
	PANELBOARD FLUSH MOUNT.
	MAIN DISTRIBUTION PANEL.
	UTILITY CT METER.
	UTILITY TRANSFORMER.

	JUNCTION BOX (ROUND, SQUARE)
	THERMOSTAT.
	RELAY.
	CORD REEL.
	MOTOR / EXHAUST FAN.
	CEILING FAN.
	UTILITY POLE.
	WEATHERHEAD.
	SURFACE RACEWAY / WIREMOLD.
	FIRE RATED BACKBOARD.
	GROUND BUS BAR.

	TROFFER LUMINAIRE, SURFACE, RECESS, OR PENDANT MOUNTED AS INDICATED ON THE DRAWINGS.
	DOWNLIGHT LUMINAIRE, SURFACE, RECESS, OR PENDANT MOUNTED AS INDICATED ON THE DRAWINGS.
	UNDERCABINET LUMINAIRE.
	EMERGENCY BATTERY PACK LUMINAIRE, WALL OR CEILING MOUNTED.
	LINEAR PENDANT MOUNTED LUMINAIRE.
	LINEAR WALL MOUNTED LUMINAIRE.
	BOLLARD LUMINAIRE.
	SITE LUMINAIRE POLE MOUNTED, NUMBER OF HEADS AS SHOWN.
	TRACK LUMINAIRE.
	SPOT LUMINAIRE.
	WALL MOUNTED LUMINAIRE.
	RING PENDANT LUMINAIRE.
	WALL WASH LUMINAIRE POINTED IN DIRECTION AS SHOWN.
	EXIT SIGN, WALL OR CEILING MOUNTED, SINGLE FACE WITH DIRECTIONAL CHEVRONS AS INDICATED ON DRAWINGS.
	EXIT SIGN, WALL OR CEILING MOUNTED, DOUBLE FACE WITH DIRECTIONAL CHEVRONS AS INDICATED ON DRAWINGS.
	HALF HATCHED LUMINAIRE TO BE WIRED TO EMERGENCY CIRCUIT.
	FULL HATCHED LUMINAIRE TO BE WIRED TO NIGHTLIGHT CIRCUIT.

	15	FIRE ALARM AUDIO/VISUAL - WALL MOUNTED. CANDELA RATING AS SHOWN ON DRAWING.
	15	FIRE ALARM VISUAL - WALL MOUNTED. CANDELA RATING AS SHOWN ON DRAWING.
	15	FIRE ALARM AUDIO/VISUAL - CEILING MOUNTED. CANDELA RATING AS SHOWN ON DRAWING.
	15	FIRE ALARM VISUAL - CEILING MOUNTED. CANDELA RATING AS SHOWN ON DRAWING.
		FIRE ALARM BELL.
		FIRE ALARM SMOKE DETECTOR - CEILING MOUNTED.
		FIRE ALARM SMOKE DETECTOR - WALL MOUNTED.
		FIRE ALARM HEAT DETECTOR - CEILING MOUNTED.
		FIRE ALARM HEAT DETECTOR - WALL MOUNTED.
		FIRE ALARM DUCT SMOKE DETECTOR.
		FIRE ALARM DUCT SMOKE DETECTOR WITH REMOTE TEST STATION.
		FIRE ALARM BEAM SMOKE DETECTOR - WALL MOUNTED.
		FIRE ALARM MANUAL PULL STATION - WALL MOUNTED.
		FIRE ALARM MANUAL TAMPER SWITCH.
		FIRE ALARM MANUAL FLOW SWITCH.
		FIRE ALARM MANUAL PRESSURE SWITCH.
		FIRE ALARM MONITOR MODULE.
		FIRE ALARM RELAY INPUT.
		FIRE ALARM RELAY OUTPUT.
		FIRE ALARM POST INDICATOR VALVE.
		FIRE ALARM SURGE ARRESTOR.
		FIRE ALARM ISOLATION MODULE.
		FIRE ALARM ANNUNCIATOR.
		FIRE ALARM MAGNETIC DOOR HOLD.

	ACCESS CONTROL - DOOR CONTACT. PROVIDE 3/4" CONDUIT FROM DOOR FRAME TO ACCESSIBLE CEILING OR SECURITY JUNCTION BOX AS SHOWN ON THE DRAWINGS.
	ACCESS CONTROL - CARD READER. PROVIDE 3/4" CONDUIT FROM DOOR FRAME TO ACCESSIBLE CEILING OR SECURITY JUNCTION BOX AS SHOWN ON THE DRAWINGS.
	ACCESS CONTROL - ELECTRIC STRIKE. PROVIDE 3/4" CONDUIT FROM DOOR FRAME TO ACCESSIBLE CEILING OR SECURITY JUNCTION BOX AS SHOWN ON THE DRAWINGS.
	ACCESS CONTROL - KEY PAD. PROVIDE 3/4" CONDUIT FROM DOOR FRAME TO ACCESSIBLE CEILING OR SECURITY JUNCTION BOX AS SHOWN ON THE DRAWINGS.
	ACCESS CONTROL - MAGNETIC LOCK. PROVIDE 3/4" CONDUIT FROM DOOR FRAME TO ACCESSIBLE CEILING OR SECURITY JUNCTION BOX AS SHOWN ON THE DRAWINGS.
	ACCESS CONTROL - REQUEST TO EXIT. PROVIDE 3/4" CONDUIT FROM DOOR FRAME TO ACCESSIBLE CEILING OR SECURITY JUNCTION BOX AS SHOWN ON THE DRAWINGS.
	ACCESS CONTROL - ELECTRIFIED PANIC BAR. PROVIDE 3/4" CONDUIT FROM DOOR FRAME TO ACCESSIBLE CEILING OR SECURITY JUNCTION BOX AS SHOWN ON THE DRAWINGS.
	ACCESS CONTROL - SECURITY JUNCTION BOX. SIZED AS RECOMMENDED BY SECURITY SYSTEM MANUFACTURER.
	ACCESS CONTROL - CAMERA / INTERCOM.
	ACCESS CONTROL - PANIC BUTTON.
	SECURITY CAMERA - CEILING MOUNTED.
	SECURITY CAMERA - WALL MOUNTED.
	INTRUSION SENSOR - CEILING MOUNTED.
	INTRUSION SENSOR - WALL MOUNTED.
	INTRUSION KEYPAD.

- ETHERNET OUTLET MOUNTED AT 18" AFF, UON.
- COAXIAL OUTLET MOUNTED AT 18" AFF, UON.
- PHONE OUTLET MOUNTED AT 18" AFF, UON.
- LOW VOLTAGE OUTLET CEILING MOUNTED.
- WIRELESS ACCESS POINT CEILING MOUNTED.
- WIRELESS ACCESS POINT WALL MOUNTED.
- DIGITAL CLOCK.
- FLOORBOX DATA.
- POKETHRU DATA.
- IT RACK.
- VERTICAL WIRE MANAGEMENT.

1. ALL BRANCH LIGHTING CIRCUITS SHALL BE 2#10, 1#10G IN 3/4" CONDUIT, UON.
2. ALL 20-AMP RECEPTACLE AND HARDWIRED BRANCH CIRCUITS SHALL BE 2#12, 1#12G IN 3/4" CONDUIT, UON.
3. ALL EXIT SIGNS SHALL BE WIRED TO THE LOCAL LIGHTING BRANCH CIRCUIT AHEAD OF ALL SWITCHING, UON.
4. PROVIDE 0-10V DIMMING CONDUCTORS TO ALL LUMINAIRES WHICH ARE CONTROLLED BY 0-10V DIMMERS SHOWN ON THE DRAWINGS.
5. ALL 277-VOLT, 20-AMP LIGHTING BRANCH CIRCUITS SHALL BE 2-#10, 1-#10G IN 3/4" CONDUIT, UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL INCREASE THE LIGHTING BRANCH CIRCUIT CONDUCTORS FOR VOLTAGE DROP BASED ON ACTUAL LENGTH OF THE INSTALLED CIRCUIT. THE UNGROUNDED, GROUNDED, AND GROUNDING CONDUCTORS SHALL BE SIZED, AT MINIMUM, AS FOLLOWS:

#8 AWG FOR ALL CIRCUITS GREATER THAN 350-FT.
6. ALL 120-VOLT, 20-AMP RECEPTACLE BRANCH CIRCUITS SHALL BE 2-#12, 1-#12G IN 3/4" CONDUIT, UNLESS OTHERWISE NOTED. THE CONTRACTOR SHALL INCREASE THE RECEPTACLE BRANCH CIRCUIT CONDUCTORS FOR VOLTAGE DROP BASED ON ACTUAL LENGTH OF THE INSTALLED CIRCUIT. THE UNGROUNDED, GROUNDED, AND GROUNDING CONDUCTORS SHALL BE SIZED, AT MINIMUM, AS FOLLOWS:

#10 AWG FOR ALL CIRCUITS GREATER THAN 100-FT.
#8 AWG FOR ALL CIRCUITS GREATER THAN 150-FT.
7. GROUNDED (NEUTRAL) CONDUCTORS SHALL NOT BE SHARED BETWEEN BRANCH CIRCUITS, UNLESS SHOWN ON THE DRAWINGS.

Autodesk Doc#:V7072.2 OCTC Metro Transit Center - Oregon City.rvt

1 ONE LINE-DIAGRAM

2 GROUNDING DIAGRAM



1 LIGHTING PLAN - OLF

As noted, this drawing is a preliminary design. It is not to be used for construction without the approval of the design professional. Oregon City, OR 97130

NO.	DATE	BY	APPD.	REVISIONS
		CHK.		

MTH	08/06/2024
DESIGNED	DATE
LDS	08/06/2024
DRAWN	DATE
BEP	08/06/2024
CHECKED	DATE
APPROVED	DATE

60% DESIGN
PRELIMINARY DESIGN

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

LANDIS CONSULTING

DAVID EVANS AND ASSOCIATES INC.

TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON

ENGINEERING & CONSTRUCTION DIVISION

101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

SUBMITTED: JENNA HORI

DATE: 08/28/2024

APPROVED:

DATE:

OREGON CITY TRANSIT CENTER TRANSIT CENTERS REDESIGN ELECTRICAL OLF LIGHTING PLAN			
SCALE: 1/4" = 1'-0"	DRAWING NO.: E2048.04-210	CONTRACT NO.: RC230177ZC	SHEET NO.: 102 of 109



- NOTES:
1. RETRACTABLE PANIC BAR POWER SUPPLY. PROVIDE CONDUIT AND WIRING AS DIRECTED BY MANUFACTURES. WIRE TO PANEL P01, CIRCUIT #23.
 2. PROVIDE J-BOX IN ATTIC FOR FUTURE RADON VENT FAN. COORDINATE LOCATION WITH GENERAL CONTRACTOR.
 3. MOUNT QUAD OUTLET ON TOP OF RACK.
 4. BOTTLE FILLING STATION.
 5. SECURITY MONITOR CONNECTION. COORDINATE EXACT MOUNDING HEIGHTS WITH ARCHITECT PRIOR TO ROUGH-IN.
 6. TV MONITOR CONNECTION. COORDINATE EXACT MOUNTING HEIGHTS WITH ARCHITECT PRIOR TO ROUGH-IN.
 7. FLUSH VALVE SENSOR POWER CONNECTION. COORDINATE EXACT ELECTRICAL REQUIREMENTS AND LOCATION WITH PLUMBING CONTRACTOR PRIOR TO ROUGH-IN.
 8. FAUCET INFRARED SENSOR POWER CONNECTION. COORDINATE EXACT ELECTRICAL REQUIREMENTS AND LOCATION WITH PLUMBING CONTRACTOR PRIOR TO ROUGH-IN.
 9. RCP-1 DUPLEX RECEPTACLE. COORDINATE EXACT LOCATION WITH MECHANICAL CONTRACTOR PRIOR TO ROUGH-IN.
 10. PGE SECONDARY CONDUIT. SEE DRAWING J2048.04-110 FOR CONTINUATION.

1 POWER PLAN - OLF

\\landis\p\2024\J2048_04-110_Olf_Plan_PowerPlan.dwg - Oregon City.rvt
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NO.	DATE	BY	APPD.	REVISIONS
		CHK.		

MTH	08/06/2024
DESIGNED	DATE
LDS	08/06/2024
DRAWN	DATE
BEP	08/06/2024
CHECKED	DATE
APPROVED	DATE

60% DESIGN
PRELIMINARY DESIGN



TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON



LANDIS CONSULTING

Salem
503-584-1576
www.landisconsulting.com



DAVID EVANS AND ASSOCIATES INC.

2100 S River Parkway, Suite 100
Portland Oregon 97201
Phone: 503.223.6663



ENGINEERING & CONSTRUCTION DIVISION

101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

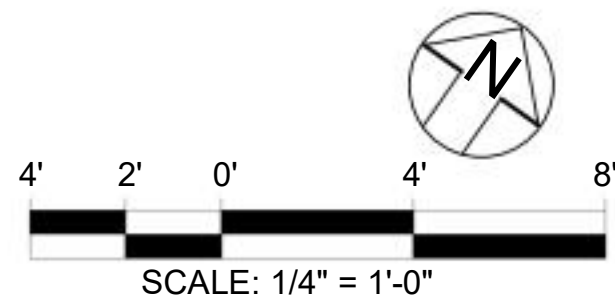
SUBMITTED: JENNA HORI

DATE: 08/20/2024

APPROVED:

DATE:

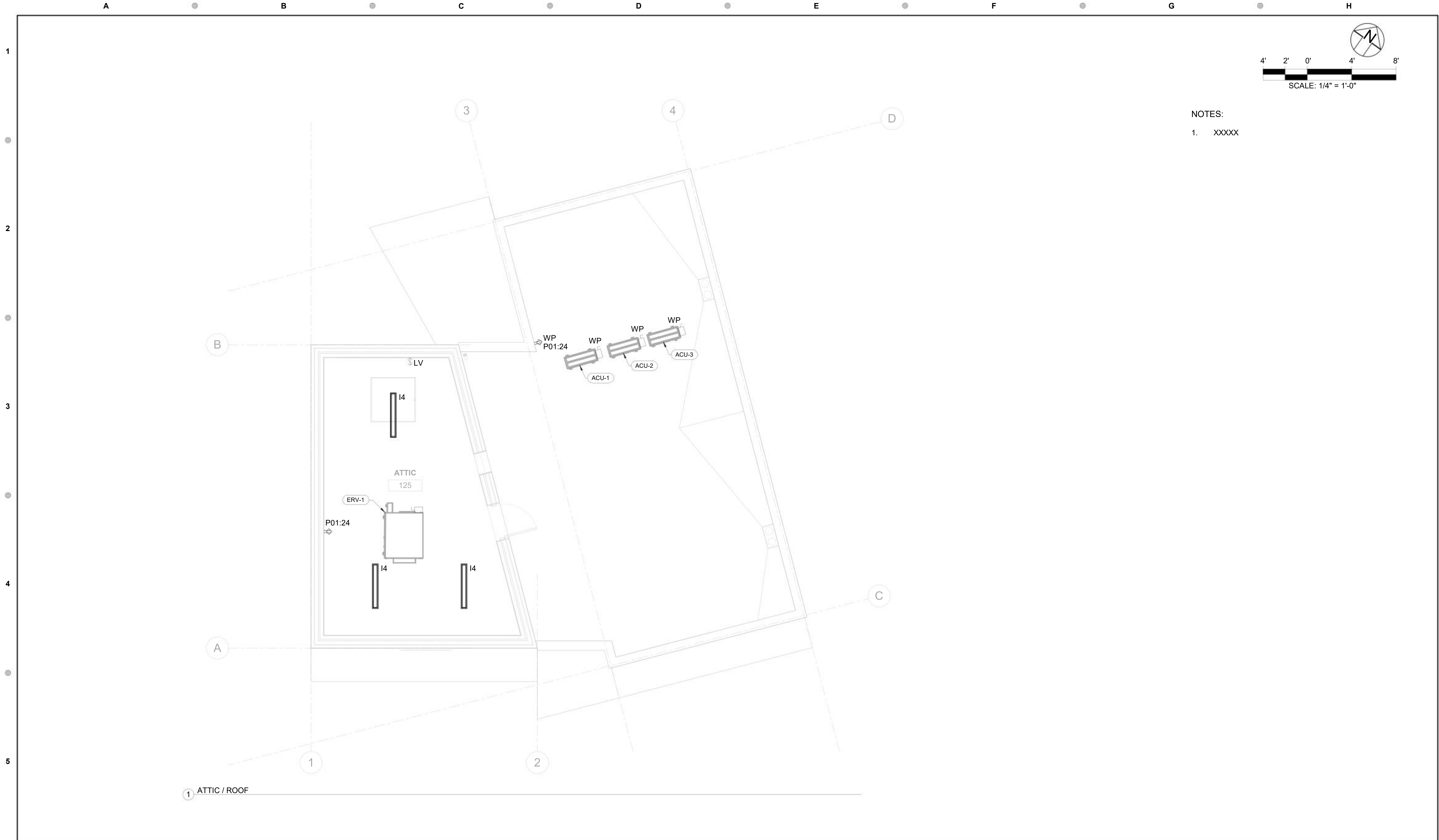
OREGON CITY TRANSIT CENTER TRANSIT CENTERS REDESIGN ELECTRICAL OLF POWER AND RECEPTACLE PLAN			
SCALE: 1/4" = 1'-0"	DRAWING NO.: E2048.04-220	CONTRACT NO.: RC230177ZC	SHEET NO.: 103 of 109



1. PROVIDE 8"x8"x4" J-BOX ADJACENT TO COMMUNICATIONS PANEL. COORDINATE WITH SYSTEMS CONTRACTOR FOR FINAL LOCATION. ROUTE ALL CONDUIT FOR DOOR ACCESS CONTROL TO THIS J-BOX.
2. PROVIDE NEMA 12 8" X 8" X 4" JUNCTION BOX FOR TRACS SYSTEM (ELECTRONIC ACCESS CONTROL). PROVIDE 1" GRC CONDUIT HOMERUN TO COMMUNICATIONS CABINET. ALL CONDUIT AND BOXES FOR THE TRACS SYSTEM DEVICES SHALL BE PROVIDED BY THE CONTRACTOR.
3. DATA FOR TRIMET SYSTEM NETWORK (ADMIN VLAN).
4. FIRE ALARM CONTROL PANEL.
5. DATA FOR IP PHONE (VOIP VLAN).
6. DATA FOR AIM REMOTE WORK STATION (SCADA VLAN).
7. PROVIDE FIRE RATED BACKBOARD, UP TO 7-1/2 FEET ABOVE FINISHED FLOOR ON THE COMMUNICATIONS EQUIPMENT WALL.
8. SECURITY MONITOR CONNECTION. COORDINATE EXACT MOUNTING HEIGHTS WITH ARCHITECT PRIOR TO ROUGH-IN.
9. TV MONITOR CONNECTION. COORDINATE EXACT MOUNTING HEIGHTS WITH ARCHITECT PRIOR TO ROUGH-IN.
10. TELECO CONDUIT. SEE DRAWING J2048.04-110 FOR CONTINUATION.
11. PROVIDE 12" WIDE CABLE TRAY. COORDINATE EXACT LOCATION WITH OWNER PRIOR TO ROUGH-IN.

60% DESIGN

Autodesk DocuV7072.2 OCTC Metro Transit Center - Oregon City.rvt



- NOTES:
- 1. XXXXX

					MTH DESIGNED 08/06/2024 DATE	60% DESIGN	TRI-COUNTY METROPOLITAN TRANSPORTATION DISTRICT OF OREGON			OREGON CITY TRANSIT CENTER TRANSIT CENTERS REDESIGN ELECTRICAL OLF ATTIC AND ROOF PLAN												
					LDS DRAWN 08/06/2024 DATE		LANDIS CONSULTING							DAVID EVANS AND ASSOCIATES INC.								
					BEP CHECKED 08/06/2024 DATE		503-584-1576 www.landisconsulting.com			2100 S River Parkway, Suite 100 Portland Oregon 97201 Phone: 503.223.6663												
					APPROVED DATE		TRI-COUNTY MET			ENGINEERING & CONSTRUCTION DIVISION												
							101 SW MAIN ST., SUITE 700 PORTLAND, OREGON 97204															
NO.	DATE	BY	APPD.	REVISIONS			SUBMITTED:	JENNA HORI	DATE:	08/20/2024	APPROVED:		DATE:		SCALE:	1/4" = 1'-0"	DRAWING NO.:	E2048.04-231	CONTRACT NO.:	RC230177ZC	SHEET NO.:	105 of 109

NOTES:
[1] RECEIVES POWER FROM OUTDOOR UNIT, CABLING INSTLLED BY MECHANICAL.

Autodesk DocuV7072.2 OCTC Metro Transit Center - Oregon City.rvt

As noted, this drawing is a preliminary design. It is not to be used for construction. Oregon City, OR 97130

NO.	DATE	BY	APPD.	REVISIONS	
		CHK.			

MTH	08/06/2024
DESIGNED	DATE
LDS	08/06/2024
DRAWN	DATE
BEP	08/06/2024
CHECKED	DATE
APPROVED	DATE



LANDIS CONSULTING

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TRI-COUNTY METRO

ENGINEERING & CONSTRUCTION DIVISION

101 SW MAIN ST., SUITE 700
PORTLAND, OREGON 97204

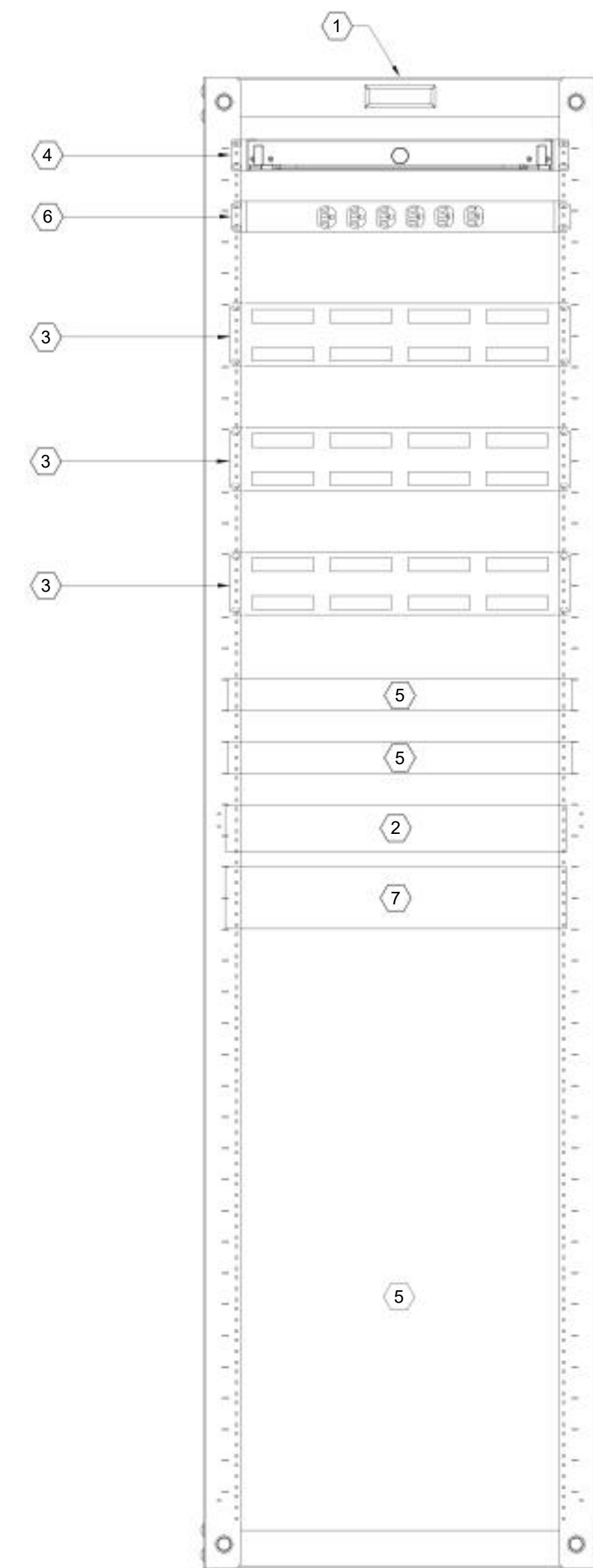
SUBMITTED: JENNA HORI

DATE: 08/28/2024

APPROVED:

DATE:

OREGON CITY TRANSIT CENTER TRANSIT CENTERS REDESIGN ELECTRICAL PANEL SCHEDULES			
SCALE:	DRAWING NO.: E2048.04-403	CONTRACT NO.: RC230177ZC	SHEET NO.: 108 of 109



- ## 2 IT ROOM 123 RACK ELEVATION

Page 130 of 340



CITY OF OREGON CITY

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

To: City Commission **Agenda Date:** November 6, 2024
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.b. - Resolution No. 24-28, Authorizing the Nomination of the Oregon City OR99E (McLoughlin Boulevard) 10th Street to tumwata village: Shared-Use Path and Streetscape Enhancements Project Development for the Metro 2028-2030 Regional Flexible Fund Allocation - Step 2 Program

STAFF RECOMMENDATION:

Approve Resolution No. 24-28, authorizing the nomination of the Oregon City OR99E (McLoughlin Boulevard) 10th Street to tumwata village: Shared-Use Path and Streetscape Enhancements Project Development.

EXECUTIVE SUMMARY:

Attached is Resolution No. 24-28 authorizing staff to apply for the Metro 2028-2030 Regional Flexible Fund Allocation - Step 2 program. The program is a competitive program with a focus on local transportation projects that align with the region's funding priorities. The City acknowledges the required 10.27 % local dollar match for this application. Applications are due November 15, 2024.

BACKGROUND:

Metro is soliciting applications for the 2028-2030 Regional Flexible Fund Allocation Program – Step 2 Program. Following the adoption of the 2023 Regional Transportation Plan (RTP) in November 2023, the Joint Policy Advisory Committee (JPACT) and the Metro Council decided that Regional Flexible Funds for individual projects should be focused on advancing the region towards the five interconnected goals identified in the Plan. These goals are:

- Equitable Transportation
- Safe System
- Climate Action and Resilience
- Mobility Options
- Thriving Economy

The proposed project for nomination is a continuation of the McLoughlin Boulevard Enhancement Plan work. The proposed project would complete a Type, Size, & Location report to refine the design of the Willamette Falls Shared-Use Path (Long Span) on McLoughlin Boulevard between 10th Street and tumwata village. In addition, complete

project development activities through the Plans, Specifications, and Estimates (PS&E) and National Environmental Policy Act (NEPA) environmental process for streetscape reconfiguration on McLoughlin Boulevard between 10th Street and Railroad Avenue, which will include widened sidewalks, curb extensions, improved crossings, and new green spaces.

The schedule for the 2028-2030 Regional Flexible Fund Allocation Program – Step 2 Program is as follows:

2028-2030 RFFA Step 2 Call for Projects opens	September 6, 2024
Applicant's workshop	August 14, September 4 and 11, 2024
Applications due (by 4:00 p.m.)	November 15, 2024
Outcomes Evaluation, Risk Assessment	November 2024 - February 2025
Risk Assessment refinement opportunity	February 2025
Public Comment period	March 24 – April 28, 2025
TPAC/JPACT briefings and discussions	May – June 2025
Coordinating committee priority identification	May 2025
TPAC recommendation to JPACT	July 2025
JPACT approval of final Regional Flexible Fund Allocation	July 2025
Metro Council action	July 2025

Staff are still refining the final application, working to include the appropriate improvements and upgrades as well as balancing the cost of the project to create a project that will be competitive. As such, staff are requesting authorization to apply for a Metro 2028-2030 Regional Flexible Fund Allocation Program – Step 2 Program in the amount, not to exceed, \$5,000,000 where the City would be required to provide a local match of 10.27% (maximum of \$513,500) from the Transportation System Development Charge (SDC) Fund. If the grant were awarded, the City's local match would be allocated in a future budget.

OPTIONS:

1. Approve Resolution No. 24-28, Authorizing the Nomination of the Oregon City OR99E (McLoughlin Boulevard) 10th Street to tumwata village: Shared-Use Path and Streetscape Enhancements Project Development for the Metro 2028-2030 Regional Flexible Fund Allocation - Step 2 Program.
2. Approve Resolution No. 24-28, Authorizing the Nomination of the Oregon City OR99E (McLoughlin Boulevard) 10th Street to tumwata village: Shared-Use Path and Streetscape Enhancements Project Development for the Metro 2028-2030 Regional Flexible Fund Allocation - Step 2 Program with Amendments.
3. Deny Resolution No. 24-28, Authorizing the Nomination of the Oregon City OR99E (McLoughlin Boulevard) 10th Street to tumwata village: Shared-Use Path and Streetscape Enhancements Project Development for the Metro 2028-2030 Regional Flexible Fund Allocation - Step 2 Program and provide further direction.

BUDGET IMPACT:

Amount \$513,500 (if grant awarded)
Fiscal Year(s): FY 2028
Funding Source(s): Transportation SDC

RESOLUTION NO. 24-28

A RESOLUTION AUTHORIZING THE NOMINATION OF THE OREGON CITY OR99E (MCLOUGHLIN BOULEVARD) 10TH STREET TO TUMWATA VILLAGE: SHARED-USE PATH AND STREETScape PROJECT DEVELOPMENT FOR THE METRO 2028-2030 REGIONAL FLEXIBLE FUND ALLOCATION – STEP 2 PROGRAM

WHEREAS, Metro is soliciting projects for the 2028-2030 Regional Flexible Fund Allocation – Step 2 Program; and

WHEREAS, the program is a competitive program with a focus on equitable transportation, safe systems, climate action and resilience, mobility options and thriving economy; and

WHEREAS, the purpose of the program is to utilize regional revenues on regional or corridor scale projects; and

WHEREAS, the purpose of the program is to continue the past practice to use bonded Regional Flexible Fund Allocation (RFFA) revenues to advance transportation projects that improve equitable access to jobs and services, reduce climate impacts, and improve safe travel on the transportation system; and

WHEREAS, the City desires to participate in the program and will commit to provide the indicated dollar match should this project be awarded the requested grant funds; and

WHEREAS, Public Works supports the City's application for the 2028-2030 Regional Flexible Fund Allocation – Step 2 Program for Oregon City OR99E (McLoughlin Boulevard) 10th Street to tumwata village: Shared-Use Path and Streetscape Enhancements Project Development.

NOW, THEREFORE, OREGON CITY RESOLVES AS FOLLOWS:

Section 1. Staff is authorized to submit to Metro an application for the 2028-2030 Regional Flexible Fund Allocation – Step 2 Program for the Oregon City OR99E (McLoughlin Boulevard) 10th Street to tumwata village: Shared-Use Path and Streetscape Enhancements Project Development.

Section 2. This resolution takes effect immediately upon adoption.

Approved and adopted at a regular meeting of the City Commission held on the 6th day of November 2024.

DENYSE C. MCGRUFF, Mayor

Attested to this 6th day of November 2024:

Approved as to legal sufficiency:

Jakob S. Wiley, City Recorder

City Attorney

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND RESIDING CITY
- Limit Comments to 3 MINUTES.
- Give to the Clerk in Chambers prior to the meeting.

Date of Meeting

11-6-24

Item Number From Agenda

76

NAME:

Dave Green

ADDRESS:

Street:

413 4th Ave

City, State, Zip:

Oregon City OR

PHONE NUMBER:

503-805-1774

E-MAIL ADDRESS:

rdgreencontractor@yahoo.com

SIGNATURE:

[Handwritten Signature]



CITY OF OREGON CITY

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

To: City Commission **Agenda Date:** November 6, 2024
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.c. - Personal Services Agreement with RH2 Engineering, Inc. for the Sanitary Pump Station Generator Replacements Project (CI 24-007)

STAFF RECOMMENDATION:

Award the contract and authorize the City Manager to execute the Personal Services Agreement with RH2 Engineering, Inc. in the amount of \$310,105 for design services, preparation of bid documents, and construction services for the Sanitary Pump Station Generator Replacements Project (CI 24-007).

EXECUTIVE SUMMARY:

The City has seven (7) existing natural gas backup generators, located at sanitary pump stations throughout the City. Due to the age of the asset, repairing these generators is difficult as replacement parts are scarce and costly. These sanitary pump stations must be available during emergencies when electrical power is not available; therefore, RH2, Inc. has been selected to provide engineering services for the design and construction of replacement backup generators.

BACKGROUND:

Seven existing backup generators are located at City sewer pump stations throughout the City. The functioning of these generators is critical during emergencies to ensure the pump stations are working. Due to the age of the asset, replacement parts are difficult to obtain, with long lead times, and are costly. This results in delays when the required repairs are needed, which may be detrimental to the functioning of these pump stations during an emergency when electrical power is not available.

The Sanitary Pump Station Generator Replacements Project will evaluate new generators to ensure longevity for continued maintenance and support. All seven existing generators run on natural gas and should be replaced in-kind. The size of all pump stations will need verified, along with the size of the associated generator to ensure the new generators are sized adequately for the needs of the pump station.

The list below provides the names and locations of the existing sanitary pump station generators needing to be replaced through this project.

Pump Station	Address
Settlers Point	19468 Wild Bill Court

Parrish Road	11520 Parrish Road
Barclay Hills	17881 Peter Skene Way
Hidden Creek	19833 Highway 213
Newell Crest	18161 Newell Crest Drive
Amanda Court	275 Amanda Court
Nobel Ridge	13181 Gaffney Lane

The attached scope of work (Exhibit A) outlines the detail by which the project will move forward through the design process, solicitation of bids, and construction phase.

The anticipated schedule for the project is as follows:

Design Phase:	November 2024 – May 2025
Advertisement Phase:	June 2025
Construction Phase:	September 2025 – December 2025
Project Closeout:	January 2026 – August 2026

On June 14, 2024, and June 17, 2024, a request for proposals for professional engineering services and construction management services for the Sanitary Pump Station Generator Replacements Project was advertised in the *Daily Journal of Commerce* and the City bid site, in accordance with City and State contracting procedures for Formal Selection Procedures. Proposals were due July 18, 2024 and one (1) proposal was received. A selection committee reviewed the proposals and determined that RH2 Engineering, Inc. was the most qualified proposer.

This procurement follows Oregon City Municipal Code 2.40.020, which allows use of the Attorney General Model Rules for Engineering and Architectural Services. OAR 137-048-0220 requires the use of a Formal Solicitation for projects where the anticipated consultant fee is greater than \$250,000.

The total budget for this project is \$1,161,000.00. This Personal Services Agreement is in alignment with the project's budget, and adequate funds are available.

OPTIONS:

1. Approve Personal Services Agreement with RH2 Engineering, Inc. for the Sanitary Pump Station Generator Replacements Project (CI 24-007).
2. Approve Personal Services Agreement with RH2 Engineering, Inc. for the Sanitary Pump Station Generator Replacements Project (CI 24-007) with Amendments.
3. Deny Personal Services Agreement with RH2 Engineering, Inc. for the Sanitary Pump Station Generator Replacements Project (CI 24-007) and provide further direction.

BUDGET IMPACT:

Amount	\$310,105
Fiscal Year(s):	2025
Funding Source(s):	Sanitary Sewer Fund

**CITY OF OREGON CITY
PERSONAL SERVICES AGREEMENT**

SANITARY PUMP STATION GENERATOR REPLACEMENTS (CI 24-007)

This PERSONAL SERVICES AGREEMENT ("Agreement") is entered into between the CITY OF OREGON CITY ("City") and **RH2 ENGINEERING, INC.** ("Consultant").

RECITALS

A. City requires services that Consultant is capable of providing under the terms and conditions hereinafter described.

B. Consultant is able and prepared to provide such services as City requires under the terms and conditions hereinafter described.

The parties agree as follows:

AGREEMENT

1. Term. The term of this Agreement shall be from the date the contract is fully executed until **August 31 2026**, unless sooner terminated pursuant to provisions set forth below. However, such expiration shall not extinguish or prejudice City's right to enforce this Agreement with respect to (i) breach of any warranty; or (ii) any default or defect in Consultant's performance that has not been cured.

2. Compensation. City agrees to pay Consultant on a time-and-materials basis for the services required. Total compensation, including reimbursement for expenses incurred, shall not exceed **three hundred ten thousand, one hundred five dollars and zero cents (\$310,105.00)**.

3. Scope of Services. Consultant's services under this Agreement shall consist of services as detailed in Exhibit A, attached hereto and by this reference incorporated herein.

4. Standard Conditions. This Agreement shall include all of the standard conditions as detailed in Exhibit B, attached hereto and by this reference incorporated herein.

5. Schedule. The components of the project described in the Scope of Services shall be completed according to Term, above.

6. Integration. This Agreement, along with the description of services to be performed attached as Exhibit A and the Standard Conditions to Oregon City Personal Services Agreement attached as Exhibit B, contain the entire agreement between and among the parties, integrate all the terms and conditions mentioned herein or incidental hereto, and supersede all prior written or oral discussions or agreements between the parties or their predecessors-in-interest with respect to all or any part of the subject matter hereof.

7. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United States mail, by hand delivery or by electronic means. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

To the City:

City of Oregon City
13895 Fir Street
Oregon City, OR 97045
Attention: Dayna Webb P.E.

To Consultant:

RH2 ENGINEERING, INC.
22722, 27th Drive SE STE. 210
Bothell, WA 98021
Attention: KYLE PETTIBONE, P.E.

Consultant shall be responsible for providing the City with a current address. Either party may change the address set forth in this Agreement by providing notice to the other party in the manner set forth above.

8. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly appointed officers on this _____ day of _____, 2024.

CITY OF OREGON CITY

RH2 ENGINEERING, INC.

By: _____

By: _____

Name: Dayna Webb P.E.

Name: _____

Title: Public Works Director

Title: _____

DATED: _____, 2024.

DATED: _____, 2024.

By: _____

ORIGINAL CITY COMMISSION APPROVAL (IF APPLICABLE):

Name: Anthony J. Konkol III

DATE: _____

Title: City Manager

DATED: _____, 2024.

APPROVED AS TO LEGAL SUFFICIENCY:

By: _____
City Attorney

EXHIBIT A
Scope of Work
City of Oregon City
Sanitary Pump Station Generator Replacements (CI 24-007)
October 2024

Background

The City of Oregon City (City) has seven existing natural gas backup generators at its sanitary pump stations that need replacement. Due to their age, repair of the generators has become problematic as replacement parts are difficult to obtain and have long lead times. The pump station generators included in this project are Settlers Point, Parrish Road, Barclay Hills, Hidden Creek, Newell Crest, Amanda Court, and Nobel Ridge. Except for the Newell Crest site, the existing generators are currently housed inside buildings and may require alterations to accommodate in-kind replacements.

The City has retained RH2 Engineering, Inc., (RH2) to perform engineering services for the design and construction of the replacement of the backup generators. This Scope of Work outlines RH2's approach to prepare design documents for the generator replacements for competitive bidding, and services during bidding and construction. To assist the City in managing the potential risk and uncertainty inherent in retrofit-type projects, RH2's approach to the work will divide the project into three phases:

- Phase 1: Investigations and Preliminary Design
- Phase 2: Final Design and Permitting
- Phase 3: Services During Bidding and Construction

The following Scope of Work describes these phases and the tasks that will be performed with each.

General Assumptions

The following assumptions were made when preparing this Scope of Work:

- *RH2 will rely upon the accuracy and completeness of information, data, and materials generated or produced by the City or others in relation to this Scope of Work. RH2 assumes that the entity providing such information to RH2 is either the owner of such information or has obtained written authorization from the owner to distribute said information.*
- *Deliverables will be submitted in electronic format (PDF) unless otherwise noted.*
- *The City will provide a Project Manager/Engineer responsible for the overall project management and coordination between the City, RH2, and any City service providers.*
- *For budgeting purposes, this Scope of Work assumes that the existing generators can be replaced in-kind and with limited modifications to the existing buildings that they are housed in. If, during Phase 1, RH2 identifies that facility improvements are necessary to mitigate hazardous areas or that structural modifications are necessary to remove, install or*

accommodate the proposed generator skids, RH2 will work with the City to develop a contract amendment for the additional work.

Task 1 – Project Management

Objective: Manage RH2’s project team and maintain regular client communications across all project phases. Maintain project schedules and prepare monthly invoices and budget status summaries.

Approach:

- 1.1 Attend Kick-Off Meeting: Attend one (1) kick-off meeting with City and Public Works Wastewater and Stormwater Operations Group (WWSRM Operations) staff to define project goals and objectives, review project scope, identify roles and responsibilities, review project schedule and deliverables, identify key stakeholders, and identify and discuss critical path items. Initiate discussions with WWSRM Operations regarding preferences for generator makes and models, known issues or concerns related to generator operation, and potential issues related to equipment removal, installation and access. Prepare meeting agenda and minutes.
- 1.2 Provide Project Management: Provide direction, coordination, and oversight to the RH2 project team. Organize, manage, and coordinate technical disciplines as described herein. Create, maintain, and update a project design schedule. Monitor, modify, and update the project schedule throughout the design phase to determine potential impacts of proposed changes.
- 1.3 Prepare Monthly Invoices: Prepare monthly invoices summarizing costs and remaining budget. Prepare monthly progress reports to summarize work accomplished for the month, anticipate work for the following month, and identify potential problems or changes.

Provided by City:

- Attendance at kick-off meeting.

RH2 Deliverables:

- Attendance at kick-off meeting.
- Meeting agendas and minutes.
- Project schedule updates.
- Monthly invoices and budget status summaries.

PHASE 1: INVESTIGATIONS AND PRELIMINARY DESIGN

This phase consists of the pre-design services for the project as described in Tasks 2 and 3, and generally includes site investigations, review of electrical loads, and determining generator sizing for each sanitary pump station. As part of this phase, RH2 will also evaluate the work required to remove and install the new generator equipment in accordance with current building codes, and will identify the scope of any additional building modifications or other work not currently envisioned.

Task 2 – Site Visits and Configuration Documentation

Objective: Perform site visits at each pump station to document existing conditions. Prepare existing condition drawings for each pump station and wet well.

Approach:

- 2.1 Attend Site Visits: Conduct a visual investigation at each pump station site. Confirm that as-built record drawings reflect installed conditions and document the mechanical layouts, pump, motor, generator, and air compressor manufacturers and model numbers, dimensions, and general layouts of each pump station and its equipment, as well as the condition of major pump station components (wet well, pump station structure/housing, pump, motor, and generator). Document existing conditions with site photographs and redline markups to as-built drawings.

Assumptions:

- *Existing as-built drawings, provided by the City, will be used to prepare preliminary design drawings for the proposed generator replacements and pump station improvements. Relevant and noteworthy discrepancies between field and as-built conditions will be documented and redline markups provided by RH2.*

Provided by City:

- Access to pump station sites.
- Available as-built drawings and best available information on the existing sites, existing mechanical and electrical systems, and existing buildings.

RH2 Deliverables:

- Site photographs.
- PDF markup of as-built drawings documenting existing conditions for each pump station.

Task 3 – Generator Predesign Study

Objective: Perform a generator load analysis for each pump station. Review multiple generators and recommend generator sizing for each pump station. Develop preliminary drawings and opinions of

probable construction cost (OPCC) illustrating recommended improvements to replace existing generators at each pump station.

Approach:

- 3.1 Perform Load Analysis: Perform generator load and sizing calculations based on the existing electrical load at each facility to determine generator requirements. Perform an electrical load study to determine the electrical demand load at each facility based on the maximum simultaneous running load. Review utility bills from the electrical power provider to gather information regarding average power consumption.
- 3.2 Review Generators: Coordinate with multiple generator manufacturers to determine the physical size of the generators and automatic transfer switches, obtain equipment pricing information, and obtain fuel tank information. Coordinate with the City's Project Manager and WWSRM Operations Manager to develop criteria for evaluating the generators, including the following:
 - a) Anticipated reliability.
 - b) Customer service.
 - c) Long-term support and replacement parts.
 - d) Ease of operations and routine maintenance.
 - e) Availability and expected delivery timelines.
 - f) Cost.
- 3.3 Identify Area Classifications: Review existing pump station structures and areas. Identify area classifications in accordance with National Fire Protection Association 820: *Standard for Fire Protection in Wastewater Treatment and Collection Facilities* using as-built drawings. Identify existing ventilation systems and efforts made and/or required to declassify areas.
- 3.4 Prepare Technical Memorandum: Develop conceptual-level drawings illustrating recommended improvements to replace the existing generators at each pump station. Prepare a technical memorandum summarizing each evaluation performed, cost estimates, generator calculations and sizing, one-line diagrams, preliminary improvement plans, and recommendations. The technical memorandum will include area classifications and a description of improvements required to reclassify existing buildings or structures if required. Attend one (1) meeting with the City to discuss the evaluation and assist in determining the scope of the improvements that will be implemented during the design phase.

Provided by City:

- Copies of utility power bills for each facility for the previous twelve (12) months.
- Attendance at meeting to discuss technical memorandum.

RH2 Deliverables:

- Technical memorandum summarizing recommendations.
- Attendance at meeting to discuss technical memorandum.

PHASE 2: FINAL DESIGN AND PERMITTING

This phase includes the design services for the replacement of the generators and will build on the findings and recommendations from Phase 1. The phase does not account for any design services that could be required to improve the hazardous classification of any of the facilities, nor does it include structural design services for any major modifications to the facilities that could be required due to changes in generator equipment or installation requirements.

Task 4 – 60-Percent Design

Objective: Prepare 60-percent design plans, specifications, and OPCC for the generator improvements. Provide 60-percent design documents to the City for review and attend one (1) review meeting.

Approach:

- 4.1 Prepare Site Improvements Design Plans: Develop existing, demolition, and proposed site and utility plans and details. Develop plans illustrating requirements to remove and install generator equipment. Site designs will be based on field notes from the initial site visits.
- 4.2 Prepare Electrical Design Plans: Develop electrical plans for the installation of the replacement generators at the pump station sites. The electrical design plans will include the following:
 - a) One-line diagram showing equipment layout, electrical plans showing site conduit and conductor routing, electrical service and distribution system modifications, and generator location, generator installation details, electrical schedules, and electrical details.
 - b) Automatic control system diagrams for interfacing the proposed equipment with the existing control system.
- 4.3 Prepare Mechanical Design Plans: Prepare the mechanical heating, ventilation, and air conditioning (HVAC) system design plans for the generator exhaust and cooling, including plans and details.
- 4.4 Prepare 60-Percent Specifications: Prepare technical specifications using RH2's modified Construction Specifications Institute format. Review the City's standard specifications and modify them as necessary for this project.
- 4.5 Prepare 60-Percent OPCC: Prepare a 60-percent design level OPCC for City review. OPCCs shall be detailed and match the bid schedule.
- 4.6 Perform Internal QA/QC: Perform internal quality assurance and quality control (QA/QC) review on the 60-percent design documents. Incorporate review comments and prepare 60-percent design documents for submittal to the City.
- 4.7 Attend Review Meeting: Attend one (1) meeting with City staff to discuss 60-percent design review comments. Prepare comment review log.

Assumptions:

- *Site plans will be diagrammatic in nature to show general location of equipment. It is assumed that a survey will not be necessary.*

Provided by City:

- Compiled review comments on 60-percent design documents.
- City standard specifications.
- Attendance at review meeting.

RH2 Deliverables:

- 60-percent design plans, specifications, and OPCC.
- Attendance at review meeting.

Task 5 – 90-Percent Design

Objective: Prepare 90-percent design plans, specifications, and OPCC for the generator improvements. Provide 90-percent design documents to the City for review.

Approach:

- 5.1 Update Design Plans: Update design plans based on the City's 60-percent review comments. Refine the level of detail and advance the plans to a 90-percent design level. Update the comment review log with responses to the City's 60-percent review comments.
- 5.2 Update Specifications: Update and advance the technical specifications based on the City's review comments and to a 90-percent design level. Prepare front-end and construction contract documents based on the City's standard documents. Coordinate with the City regarding advertising dates and bid opening date and time.
- 5.3 Prepare 90-Percent OPCC: Prepare a detailed OPCC for the 90-percent design based on the bid schedule.
- 5.4 Perform Internal QA/QC: Perform internal QA/QC review on the 90-percent design documents. Incorporate review comments and prepare 90-percent design documents for submittal to the City.
- 5.5 Attend Review Meeting: Attend one (1) meeting with City staff to discuss the 90-percent design review comments.

Assumptions:

- *City will provide legal review of construction contract documents.*

Provided by City:

- Compiled review comments on 90-percent design documents.

- Attendance at review meeting.

RH2 Deliverables:

- 90-percent design plans, specifications, and OPCC.
- Comment review log.
- Attendance at review meeting.

Task 6 – Utility Coordination

Objective: Coordinate with NW Natural Gas as it relates to utility service for generator equipment. Notify NW Natural Gas of update generator sizing and fuel consumption.

Approach:

- 6.1 Perform Utility Coordination: Coordinate with NW Natural Gas to ensure they are aware of the project and provide updated generator fuel consumption requirements.

Assumptions:

- *No utility conflicts or relocation is currently anticipated.*

Provided by City:

- Assistance in notifying utilities where required.

RH2 Deliverables:

- Written communications to NW Natural Gas indicating generator replacement and respective fuel consumption information.

Task 7 – Permitting

Objective: Coordinate with the City and Clackamas County (County) to obtain the building permits for the project. This Scope of Work does not include effort to respond to review comments or requests for additional information from the reviewing agencies beyond that which is listed herein. It is infeasible to predict the level of effort needed for such responses at this time. If additional effort is needed, that effort will be mutually determined by the City and RH2.

Approach:

- 7.1 Coordinate with City: Coordinate with City staff to review the project components and confirm anticipated permits, required forms, processes, and review timelines.
- 7.2 Prepare City Building Permit: Prepare a City Building Permit application and supporting documentation for permit submittal and review by the City's Building Department. Respond to City review comments and/or questions.

Assumptions:

- *The City will pay all permit fees for the project.*
- *A pre-application meeting will not be required for this project.*

- *Acceptance of the permitting applications is beyond the control of RH2 and the City and no date is warranted or implied for agency response or approval.*
- *RH2 will submit a single permit application for each site.*
- *Building modifications are assumed to be minor in nature, and will not require structural engineering design and/or calculations.*

Provided by City:

- Payment of permit fees.

RH2 Deliverables:

- City Building Permit application.

Task 8 – Bid-Ready Design

Objective: Update the design based on the City’s 90-percent review comments and comments received from the permitting agencies. Prepare bid-ready design plans, specifications, and OPCC.

Approach:

- 8.1 Prepare Bid-Ready Plans: Incorporate agency review and City comments into the 90-percent design plans and finalize plans for bidding. Update the comment review log with responses to the City’s 90-percent review comments.
- 8.2 Prepare Bid-Ready Specifications: Address comments on the 90-percent specifications and finalize the construction contract documents accordingly. Prepare documents for use during bid advertisement.
- 8.3 Perform Internal QA/QC: Perform internal QA/QC review on the bid-ready plans, specifications, and construction contract documents.
- 8.4 Prepare Bid-Ready OPCC: Prepare a final OPCC formatted for bidding and provide a range of probable construction costs in the bid documents.

RH2 Deliverables:

- Comment review log.
- Bid-ready plans, specifications, and OPCC.

PHASE 3: SERVICES DURING BIDDING AND CONSTRUCTION

This phase includes services during the bidding and construction stages of the project as identified in Tasks 9 and 10. On-site inspection services are described in Subtask 10.4.

Task 9 – Services During Bidding

Objective: Provide engineering services during the bidding and award phase of the project.

Approach:

- 9.1 Attend Pre-Bid Meeting: Coordinate and attend one (1) pre-bid meeting and site walkthrough with City staff and potential bidders. Prepare a post-meeting addendum based on questions received at the meeting.
- 9.2 Respond to Technical Questions: Respond to up to four (4) contractor or supplier technical questions during the bidding phase.
- 9.3 Prepare Addenda: Prepare up to one (1) addendum to clarify, revise, or change the construction plans, technical specifications, or project conditions during the bidding process.
- 9.4 Review Bids and Recommend Award: Review the bid tabulation and bidders' qualifications. Prepare a Recommendation of Award letter.

Assumptions:

- *The City will advertise the project in local newspapers and pay any advertisement fees.*
- *The City will administer the bid opening and prepare the bid tabulation from the bids received. Attendance by RH2 staff at the bid opening is not required.*
- *The City is responsible for construction contract execution.*

Provided by City:

- Payment of advertisement fees and posting of documents for online bidding.
- Attendance at pre-bid meeting and bid opening.
- Issuance of addenda.
- Construction contract execution.

RH2 Deliverables:

- Attendance at pre-bid meeting.
- Post-meeting addendum.
- Responses to contractor or supplier questions via telephone or email.
- Up to two (2) addenda.
- Recommendation of Award letter.

Task 10 – Services During Construction

Objective: Provide construction contract administration, including submittal and requests for information (RFIs) reviews. Provide on-site construction observations and prepare construction record drawings.

Approach:

- 10.1 Attend Pre-Construction Meeting: Prepare the pre-construction meeting agenda. Attend the pre-construction meeting and introduce the project team members from the contractor, City, RH2, and utilities. Identify and discuss important sections of the construction contract and contract requirements with the contractor. Prepare meeting minutes. *Documents required by the contractor will be submitted at the meeting for review and comments.*
- 10.2 Review Shop Drawings and Submittals: Review shop drawings and catalog submittals of those items requested in the technical specifications. Review up to (6) total submittals with a maximum of (1) resubmittal each. Provide a written response to the contractor and City accepting or rejecting each shop drawing and catalog submittal reviewed.
- 10.3 Provide Construction Coordination: Coordinate with the City and contractor regarding the purchase and delivery of the generator equipment.
- 10.4 Perform On-Site Observations: Provide periodic part-time construction observation services. The intent of the on-site observation is to observe the quality and compliance of the work with the construction contract plans and specifications. Where applicable, notify the contractor and the City of work that has been observed to not have been completed in accordance with the plans and specifications and discuss rectification. Prepare construction observation reports. *The Fee Estimate reflects up to 4-hours of on-site observation per site. Additionally, an RH2 representative will attend generator start up and testing at each facility, which is assumed to be 6 hours per site.*
- 10.5 Review Pay Requests: Review pay requests from the contractor and forward approved pay requests to the City for processing.
- 10.6 Respond to RFIs: Review up to (4) written RFIs and provide written responses to the City.
- 10.7 Conduct Final Walkthrough: Perform a final project walkthrough with City staff and prepare a project punchlist.
- 10.8 Prepare Record Drawings: Review field records and revise construction contract drawings to prepare record drawings. Provide construction record drawings to the City at the end of the project.

Assumptions:

- *RH2 is not responsible for site safety, or for determining means and methods or directing the contractor in their work.*
- *The contractor will prepare operations and maintenance manuals for the project.*

Provided by City:

- Attendance at pre-construction meeting, construction progress meetings, and final walkthrough.
- Processing of pay requests.
- Final completion and closeout of the contract with the general contractor.

RH2 Deliverables:

- Pre-construction meeting agenda and minutes.
- Attendance at the pre-construction meeting, and final walkthrough.
- Attendance at facility startup and testing.
- Submittal and shop drawing reviews.
- Construction observation reports.
- Written responses to pay requests.
- RFI reviews.
- Project punchlist.
- Construction record drawings.

Project Schedule

RH2 is prepared to commence with this Scope of Work upon written authorization from the City. Phase 1 design deliverables are anticipated to be provided in March 2025 with Phase 2 and Phase 3 to follow. It is anticipated that project closeout will be completed by May 2026.

EXHIBIT B**Fee Estimate****City of Oregon City****Sanitary Pump Station Generator Replacements (CI 24-007)****Oct-24**

Description		Total Hours	Total Labor	Total Expense	Total Cost
Task 1	Project Management	40	\$ 9,476	\$ 992	\$ 10,468
1.1	Attend Kick-Off Meeting	16	\$ 3,700	\$ 848	\$ 4,548
1.2	Provide Project Management	20	\$ 5,356	\$ 134	\$ 5,490
1.3	Prepare Monthly Invoices	4	\$ 420	\$ 11	\$ 431
PHASE 1: INVESTIGATIONS AND PRELIMINARY DESIGN				SUBTOTAL	\$82,359
Task 2	Site Visits and Configuration Documentation	64	\$ 13,312	\$ 911	\$ 14,223
2.1	Attend Site Visits	64	\$ 13,312	\$ 911	\$ 14,223
Task 3	Generator Pre-Design Study	298	\$ 64,248	\$ 3,887	\$ 68,135
3.1	Perform Load Analysis	69	\$ 14,549	\$ 1,052	\$ 15,601
3.2	Review Generators	69	\$ 14,549	\$ 1,049	\$ 15,598
3.3	Identify Area Classifications	47	\$ 10,737	\$ 509	\$ 11,246
3.4	Prepare Technical Memorandum	113	\$ 24,413	\$ 1,278	\$ 25,691
PHASE 2: FINAL DESIGN AND PERMITTING				SUBTOTAL	\$151,989
Task 4	60-Percent Design	314	\$ 64,342	\$ 5,849	\$ 70,191
4.1	Prepare Site Improvements Design Plans	54	\$ 10,146	\$ 1,204	\$ 11,350
4.2	Prepare Electrical Design Plans	140	\$ 29,008	\$ 2,280	\$ 31,288
4.3	Prepare Mechanical Design Plans	34	\$ 6,530	\$ 811	\$ 7,341
4.4	Prepare 60-Percent Specifications	46	\$ 9,140	\$ 729	\$ 9,869
4.5	Prepare 60-Percent OPCC	20	\$ 4,162	\$ 319	\$ 4,481
4.6	Perform Internal QA/QC	12	\$ 3,352	\$ 84	\$ 3,436
4.7	Attend Review Meeting	8	\$ 2,004	\$ 423	\$ 2,427
Task 5	90-Percent Design	200	\$ 41,966	\$ 3,664	\$ 45,630
5.1	Update Design Plans	140	\$ 28,400	\$ 2,375	\$ 30,775
5.2	Update Specifications	24	\$ 4,882	\$ 540	\$ 5,422
5.3	Prepare 90-Percent OPCC	12	\$ 2,396	\$ 220	\$ 2,616
5.4	Perform Internal QA/QC	16	\$ 4,284	\$ 107	\$ 4,391

Description		Total Hours	Total Labor	Total Expense	Total Cost
5.5	Attend Review Meeting	8	\$ 2,004	\$ 423	\$ 2,427
Task 6 Utility Coordination		8	\$ 1,864	\$ 47	\$ 1,911
6.1	Perform Utility Coordination	8	\$ 1,864	\$ 47	\$ 1,911
Task 7 Permitting		38	\$ 7,758	\$ 524	\$ 8,282
7.1	Coordinate with City	6	\$ 1,398	\$ 35	\$ 1,433
7.2	Prepare City Building Permits	32	\$ 6,360	\$ 489	\$ 6,849
Task 8 Bid-Ready Design		114	\$ 24,052	\$ 1,924	\$ 25,976
8.1	Prepare Bid-Ready Plans	70	\$ 14,178	\$ 1,304	\$ 15,482
8.2	Prepare Bid-Ready Specifications	20	\$ 4,066	\$ 374	\$ 4,440
8.3	Perform Internal QA/QC	16	\$ 4,144	\$ 126	\$ 4,270
8.4	Prepare Bid-Ready OPCC	8	\$ 1,664	\$ 119	\$ 1,783
PHASE 3: SERVICES DURING BIDDING AND CONSTRUCTION				SUBTOTAL	\$65,290
Task 9 Services During Bidding		38	\$ 8,086	\$ 772	\$ 8,858
9.1	Attend Pre-Bid Meeting	8	\$ 1,864	\$ 397	\$ 2,261
9.2	Respond to Technical Questions	10	\$ 2,046	\$ 134	\$ 2,180
9.3	Prepare Addenda	14	\$ 2,778	\$ 207	\$ 2,985
9.4	Review Bids and Recommend Award	6	\$ 1,398	\$ 35	\$ 1,433
Task 10 Services During Construction		256	\$ 51,714	\$ 4,717	\$ 56,431
10.1	Attend Pre-Construction Meeting	8	\$ 2,004	\$ 50	\$ 2,054
10.2	Review Shop Drawings and Submittals	56	\$ 11,240	\$ 1,084	\$ 12,324
10.3	Provide Construction Coordination	26	\$ 5,322	\$ 381	\$ 5,703
10.4	Perform On-Site Observations	88	\$ 17,100	\$ 1,880	\$ 18,980
10.5	Review Pay Requests	8	\$ 2,004	\$ 185	\$ 2,189
10.6	Respond to RFIs	24	\$ 5,094	\$ 365	\$ 5,459
10.7	Conduct Final Walkthrough	16	\$ 2,928	\$ 321	\$ 3,249
10.8	Prepare Record Drawings	30	\$ 6,022	\$ 453	\$ 6,475
PROJECT TOTAL		1370	\$ 286,818	\$ 23,287	\$ 310,105

EXHIBIT C RH2 ENGINEERING, INC. 2024 SCHEDULE OF RATES AND CHARGES		
RATE LIST	RATE	UNIT
Professional I	\$175	\$/hr
Professional II	\$191	\$/hr
Professional III	\$217	\$/hr
Professional IV	\$233	\$/hr
Professional V	\$252	\$/hr
Professional VI	\$268	\$/hr
Professional VII	\$292	\$/hr
Professional VIII	\$302	\$/hr
Professional IX	\$321	\$/hr
Technician I	\$138	\$/hr
Technician II	\$150	\$/hr
Technician III	\$166	\$/hr
Technician IV	\$183	\$/hr
Technician V	\$201	\$/hr
Technician VI	\$218	\$/hr
Technician VII	\$237	\$/hr
Technician VIII	\$250	\$/hr
Administrative I	\$90	\$/hr
Administrative II	\$105	\$/hr
Administrative III	\$127	\$/hr
Administrative IV	\$150	\$/hr
Administrative V	\$170	\$/hr
CAD/GIS System	\$27.50	\$/hr
CAD Plots - Half Size	\$2.50	price per plot
CAD Plots - Full Size	\$10.00	price per plot
CAD Plots - Large	\$25.00	price per plot
Copies (bw) 8.5" X 11"	\$0.09	price per copy
Copies (bw) 8.5" X 14"	\$0.14	price per copy
Copies (bw) 11" X 17"	\$0.20	price per copy
Copies (color) 8.5" X 11"	\$0.90	price per copy
Copies (color) 8.5" X 14"	\$1.20	price per copy
Copies (color) 11" X 17"	\$2.00	price per copy
Technology Charge	2.50%	% of Direct Labor
Night Work	10.00%	% of Direct Labor
Mileage	\$0.6700	price per mile (or Current IRS Rate)
Subconsultants	15%	Cost +
Outside Services	at cost	

Rates listed are adjusted annually.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

1. Consultant Identification. Consultant shall furnish to City its taxpayer identification number, as designated by the Internal Revenue Service, or Consultant's social security number, as City deems applicable.

2. Payment.

(a) Invoices submitted in connection with this Agreement shall be properly documented and shall identify the pertinent agreement and/or purchase order numbers.

(b) City agrees to pay Consultant within thirty (30) days after receipt of Consultant's itemized statement. Amounts disputed by City may be withheld pending settlement.

(c) City certifies that sufficient funds are available and authorized for expenditure to finance the cost of the services to be provided pursuant to this Agreement.

(d) City shall not pay any amount in excess of the compensation amounts set forth in this Agreement, nor shall City pay Consultant any fees or costs that City reasonably disputes.

3. Independent Consultant Status.

(a) Consultant is an independent consultant and is free from direction and control over the means and manner of providing labor or services, subject only to the specifications of the desired results.

(b) Consultant represents that it is customarily engaged in an independently established business and is licensed under ORS chapter 671 or 701, if the services provided require such a license. Consultant maintains a business location that is separate from the offices of the City and bears the risk of loss related to the business as demonstrated by the fixed price nature of the contract, requirement to fix defective work, warranties provided and indemnification and insurance provisions of this Agreement. Consultant provides services for two or more persons within a 12-month period or routinely engages in advertising, solicitation or other marketing efforts. Consultant makes a significant investment in the business by purchasing tools or equipment, premises or licenses, certificates or specialized training and

Consultant has the authority to hire or fire persons to provide or assist in providing the services required under this Agreement.

(c) Consultant is responsible for obtaining all assumed business registrations or professional occupation licenses required by state or local law (including applicable City or Metro business licenses as per Oregon City Municipal Code Chapter 5.04). Consultant shall furnish the tools or equipment necessary for the contracted labor or services. Consultant agrees and certifies that:

(d) Consultant is not eligible for any federal social security or unemployment insurance payments. Consultant is not eligible for any PERS or workers' compensation benefits from compensation or payments made to Consultant under this Agreement.

(e) Consultant agrees and certifies that it is licensed to do business in the State of Oregon and that, if Consultant is a corporation, it is in good standing within the State of Oregon.

4. Early Termination.

(a) This Agreement may be terminated without cause prior to the expiration of the agreed-upon term by mutual written consent of the parties or by the City upon ten (10) days written notice to the Consultant, delivered by certified mail, email, or in person.

(b) Upon receipt of notice of early termination, Consultant shall immediately cease work and submit a final statement of services for all services performed and expenses incurred since the date of the last statement of services.

(c) Any early termination of this Agreement shall be without prejudice to any obligation or liabilities of either party already accrued prior to such termination.

(d) The rights and remedies of the City provided in this Agreement and relating to defaults by Consultant shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

5. No Third-Party Beneficiaries. City and

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Consultant are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any benefit or right, whether directly or indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

6. Payment of Laborers; Payment of Taxes.

(a) Consultant shall:

(i) Make payment promptly, as due, to all persons supplying to Consultant labor and materials for the prosecution of the services to be provided pursuant to this Agreement.

(ii) Pay all contributions or amounts due to the State Accident Insurance Fund incurred in the performance of this Agreement.

(iii) Not permit any lien or claim to be filed or prosecuted against the City on account of any labor or materials furnished.

(iv) Be responsible for all federal, state, and local taxes applicable to any compensation or payments paid to the Consultant under this Agreement and, unless Consultant is subject to back-up withholding, the City will not withhold from such compensation or payments any amount(s) to cover Consultant's federal or state tax obligation.

(v) Pay all employees at least time and one-half for all overtime worked in excess of forty (40) hours in any one week, except for individuals excluded under ORS 653.100 to 653.261 or under 29 U.S.C. §§ 201 to 209 from receiving overtime.

(b) If the Consultant fails, neglects or refuses to make prompt payment of any claim for labor or services furnished by any person in connection with this Agreement as such claim becomes due, the City may pay such claim to the person furnishing the labor or services and shall charge the amount of the payment against funds due or to become due to the Consultant by reason of this Agreement.

(c) The payment of a claim in this manner shall not relieve Consultant or Consultant's surety from obligation with respect to any unpaid claims.

(d) Consultant and subconsultants, if any, are subject employers under the Oregon workers' compensation law and shall comply with ORS 656.017, which requires provision of workers' compensation coverage for all workers.

7. Subconsultants and Assignment.

Consultant shall neither subcontract any of the work, nor assign any rights acquired hereunder, without obtaining prior written approval from the City. The City, by this Agreement, incurs no liability to third persons for payment of any compensation provided herein to the Consultant.

8. Access to Records. City shall have access to all books, documents, papers and records of Consultant that are pertinent to this Agreement for the purpose of making audits, examinations, excerpts and transcripts.

9. Ownership of Work Product; License. All work products of Consultant that result from this Agreement (the "Work Products") are the exclusive property of City. In addition, if any of the Work Products contain intellectual property of Consultant that is or could be protected by federal copyright, patent, or trademark laws, or state trade secret laws, Consultant hereby grants City a perpetual, royalty-free, fully paid, nonexclusive and irrevocable license to copy, reproduce, deliver, publish, perform, dispose of, use and re-use, in whole or in part (and to authorize others to do so), all such Work Products and any other information, designs, plans, or works provided or delivered to City or produced by Consultant under this Agreement. The parties expressly agree that all works produced (including, but not limited to, any taped or recorded items) pursuant to this Agreement are works specially commissioned by City, and that any and all such works shall be works made for hire in which all rights and copyrights belong exclusively to City. Consultant shall not publish, republish, display or otherwise use any work or Work Products resulting from this Agreement without the prior written agreement of City.

10. Compliance With Applicable Law.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the services to be performed pursuant to this Agreement, including, without limitation, the provisions of ORS 279B.220, 279C.515, 279B.235, 279B.230 and 279B.270. Without limiting the generality of the foregoing, Consultant expressly agrees to comply with (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans With Disabilities Act of 1990 (Pub. L No. 101-336), ORS 659.425, and all regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation and other applicable statutes, rules and regulations.

11. Professional Standards. Consultant shall be responsible, to the level of competency presently maintained by others practicing in the same type of services in City's community, for the professional and technical soundness, accuracy and adequacy of all services and materials furnished under this authorization.

12. Modification, Supplements or Amendments. No modification, change, supplement or amendment of the provisions of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

13. Indemnity and Insurance.

(a) Indemnity. Consultant acknowledges responsibility for liability arising out of Consultant's negligent performance of this Agreement and shall hold City, its officers, ~~agents,~~ ~~Consultants,~~ and employees harmless from, and indemnify them for, any and all liability, settlements, loss, costs, and expenses, including attorney fees, in connection with any action, suit, or claim ~~caused or alleged to be caused by the~~ negligent acts, omissions, or errors ~~activities or~~ ~~services~~ by Consultant, or the agents, Consultants or employees of Consultant provided pursuant to this Agreement.

(b) Workers' Compensation Coverage. Consultant certifies that Consultant has qualified for workers' compensation as required by the State of Oregon. Consultant shall provide the Owner, within ten (10) days after execution of this Agreement, a certificate of insurance evidencing

coverage of all subject workers under Oregon's workers' compensation statutes. The insurance certificate and policy shall indicate that the policy shall not be terminated by the insurance carrier without thirty (30) days' advance written notice to City. All agents or Consultants of Consultant shall maintain such insurance.

(c) Comprehensive, General, and Automobile Insurance. Consultant shall maintain comprehensive general and automobile liability insurance for protection of Consultant and City and for their directors, officers, agents, and employees, insuring against liability for damages because of personal injury, bodily injury, death, and broad-form property damage, including loss of use, and occurring as a result of, or in any way related to, Consultant's operation, each in an amount not less than \$2,000,000 combined, single-limit, per-occurrence/\$4,000,000 annual aggregate. Such insurance shall name City as an additional insured, with the stipulation that this insurance, as to the interest of City, shall not be invalidated by any act or neglect or breach of this Agreement by Consultant.

(d) Errors and Omissions Insurance Consultant shall provide City with evidence of professional errors and omissions liability insurance for the protection of Consultant and its employees, insuring against bodily injury and property damage arising out of Consultant's negligent acts, omissions, or errors ~~activities or~~ ~~services~~ in an amount not less than \$500,000 combined, single limit. Consultant shall maintain in force such coverage for not less than three (3) years following completion of the project. Such insurance shall include contractual liability.

Within ten (10) days after the execution of this Agreement, Consultant shall furnish City a certificate evidencing the dates, amounts, and types of insurance that have been procured pursuant to this Agreement. Consultant will provide for not less than thirty (30) days' written notice to City before the policies may be revised, canceled, or allowed to expire. Consultant shall not alter the terms of any policy without prior written authorization from City. The provisions of this subsection apply fully to Consultant and its Consultants and agents.

STANDARD CONDITIONS TO OREGON CITY PERSONAL SERVICES AGREEMENT

14. Legal Expenses. In the event legal action is brought by City or Consultant against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, the losing party shall pay the prevailing party such reasonable amounts for attorney fees, costs, and expenses as may be set by a court. "Legal action" shall include matters subject to arbitration and appeals.

15. Severability. The parties agree that, if any term or provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

16. Number and Gender. In this Agreement, the masculine, feminine or neuter gender, and the singular or plural number, shall be deemed to include the others or other whenever the context so requires.

17. Captions and Headings. The captions and headings of this Agreement are for convenience only and shall not be construed or referred to in resolving questions of interpretation or construction.

18. Hierarchy. The conditions contained in this document are applicable to every Personal Services Agreement entered into by the City of Oregon City in the absence of contrary provisions. To the extent there is a conflict, the terms of the Personal Services Agreement will control over the terms of the standard conditions. To the extent there is a conflict between the terms of the standard conditions and any other document, including the scope of services, the terms of the standard conditions shall control those other terms.

19. Calculation of Time. All periods of time referred to herein shall include Saturdays, Sundays and legal holidays in the State of Oregon, except that, if the last day of any period falls on any Saturday, Sunday or legal holiday, the period shall be extended to include the next day that is not a Saturday, Sunday or legal holiday.

20. Notices. Any notices, bills, invoices, reports or other documents required by this Agreement shall be sent by the parties by United

States mail, postage prepaid, or personally delivered to the addresses listed in the Agreement attached hereto. All notices shall be in writing and shall be effective when delivered. If mailed, notices shall be deemed effective forty-eight (48) hours after mailing, unless sooner received.

21. Nonwaiver. The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder shall not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights of any future occasion.

22. Information and Reports. Consultant shall, at such time and in such form as City may require, furnish such periodic reports concerning the status of the project, such statements, certificates, approvals, and copies of proposed and executed plans and claims, and other information relative to the project as may be requested by City. Consultant shall furnish City, upon request, with copies of all documents and other materials prepared or developed in relation with or as a part of the project. Working papers prepared in conjunction with the project are the property of City, but shall remain with Consultant. Copies as requested shall be provided at the Consultant's standard expense rates. ~~free of cost to City.~~

23. City's Responsibilities. City shall furnish Consultant with all available necessary information, data, and materials pertinent to the execution of this Agreement. City shall cooperate with Consultant in carrying out the work herein and shall provide adequate staff for liaison with Consultant.

24. Arbitration.

All disputes arising out of or under this Agreement shall be timely submitted to nonbinding mediation prior to commencement of any other legal proceedings. The subsequent measures apply if disputes cannot be settled in this manner.

(a) Any dispute arising out of or under this Agreement shall be determined by binding arbitration.

(b) The party desiring such arbitration shall

STANDARD CONDITIONS TO OREGON CITY
PERSONAL SERVICES AGREEMENT

give written notice to that effect to the other party and shall in such notice appoint a disinterested person of recognized competence in the field as arbitrator on its behalf. Within fifteen (15) days thereafter, the other party may, by written notice to the original party, appoint a second disinterested person of recognized competence as arbitrator on its behalf. The arbitrators thus appointed shall appoint a third disinterested person of recognized competence, and the three arbitrators shall, as promptly as possible, determine such matter, provided, however, that:

(i) If the second arbitrator is not appointed as described above, then the first arbitrator shall proceed to determine such matter; and

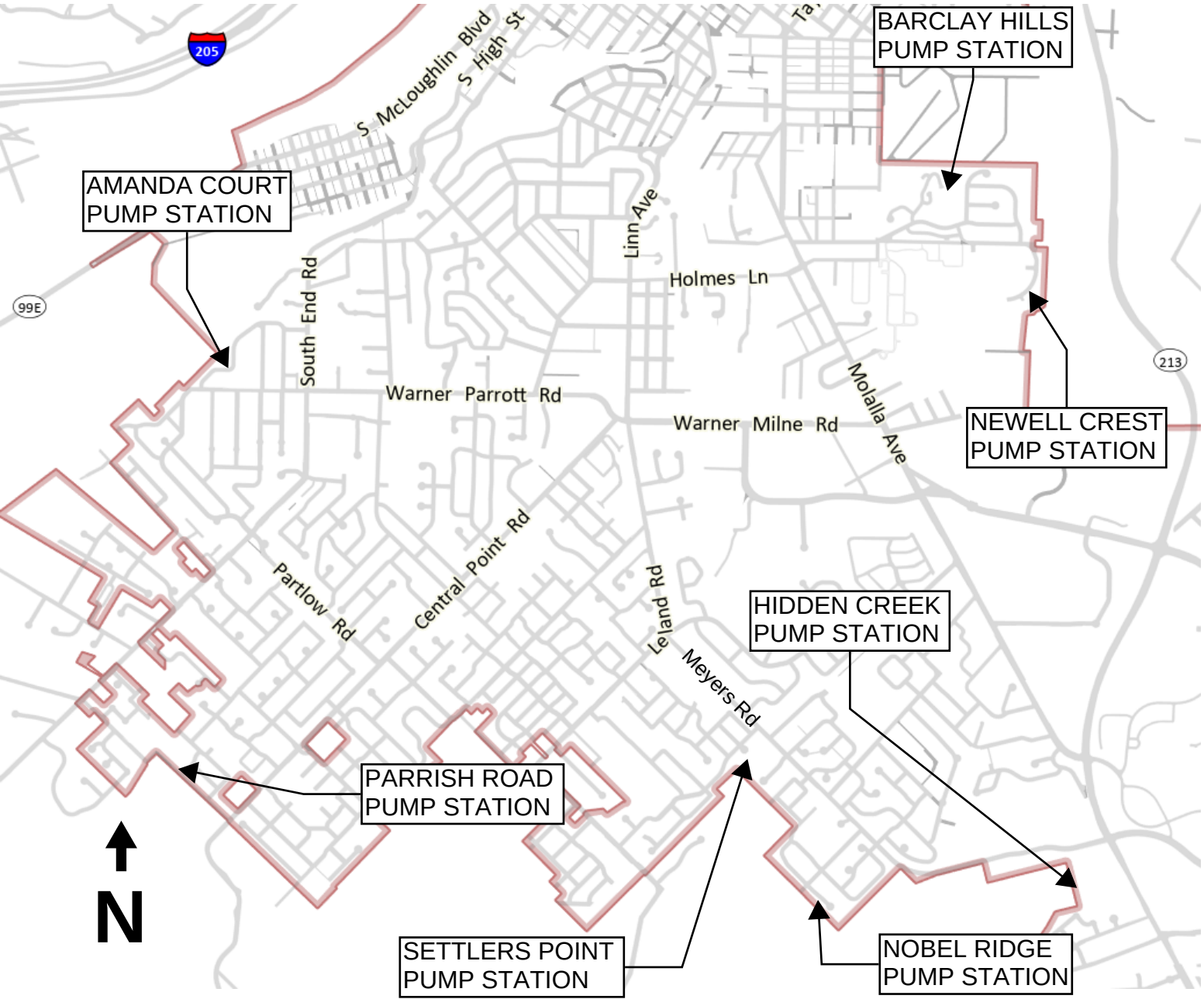
(ii) If the two arbitrators appointed by the parties are unable to agree, within fifteen (15) days after the second arbitrator is appointed, on the appointment of a third arbitrator, they shall give written notice of such failure to agree to the parties and, if the parties fail to agree on the selection of the third arbitrator within fifteen (15) days after the arbitrators appointed by the parties give notice, then, within ten (10) days thereafter, either of the parties, on written notice to the other party, may request such appointment by the presiding judge of the Clackamas County Circuit Court.

(c) Each party shall each be entitled to present evidence and argument to the arbitrators. The determination of the majority of the arbitrators or the sole arbitrator, as the case may be, shall be conclusive on the parties, and judgment on the same may be entered in any court having jurisdiction over the parties. The arbitrators or the sole arbitrator, as the case may be, shall give written notice to the parties, stating the arbitration

determination, and shall furnish to each party a signed copy of such determination. Arbitration proceedings shall be conducted pursuant to ORS 33.210 et seq. and the rules of the American Arbitration Association, except as provided otherwise.

(d) Each party shall pay the fees and expenses of the arbitrator appointed by such party and one-half of the fees and expenses of the third arbitrator, if any.

25. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the state of Oregon without resort to any jurisdiction's conflicts of law, rules or doctrines.





CITY OF OREGON CITY

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

To: City Commission **Agenda Date:** November 6, 2024
From: Dayna Webb, Public Works Director

SUBJECT:

Item 7.d. - Purchase of Public Works Fleet Division Replacement Vehicle: 2027 F-550 Aerial Bucket Truck

STAFF RECOMMENDATION:

Authorize the purchase of a 2027 F-550 Aerial Bucket Truck, which replaces a 2006 F-550 Aerial Bucket Truck.

EXECUTIVE SUMMARY:

The Public Works Transportation Division is utilizing its Fleet Replacement Fund for the purchase of a 2027 F-550 Aerial Bucket Truck. It will replace a 2006 F-550 Aerial Bucket Truck, which is up for replacement due to age and need for major repairs.

Once the 2027 F-550 Aerial Bucket Truck is received, the old 2006 F-550 Aerial Bucket Truck will be sent to an auction and the money received will be deposited back into the Fleet Replacement Fund in Transportation.

BACKGROUND:

Oregon City fleet purchases are managed through the Fleet Replacement Fund. Every year, each Public Works Division budgets a predetermined amount for transfer into the Fleet Replacement Fund. These transfers ensure there is adequate funding available when new or replacement vehicles are scheduled for purchase.

The purchase price of the 2027 F-550 Aerial Bucket Truck is \$196,621.00 and is a scheduled purchase within the fiscal year 2025-26 vehicle purchase plan. Due to the extended timeframe between ordering and receiving the new 2027 F-550 Aerial Bucket Truck (a 30-month build time), it is highly recommended to purchase the new 2027 F-550 Aerial Bucket now, with delivery and payment within the fiscal year 2025-26 budget. This purchase has been planned for and there is adequate funding within the Fleet Replacement Fund to allow the Public Works Transportation Division to support and fund this new asset. The Aerial Bucket Truck is predominantly used by the Transportation Division throughout the City to maintain street lighting, street signs, tree trimming, hanging street banners and holiday decorations.

In addition to the 2006 F-550 Aerial Bucket Truck needing major repairs, the engine has several oil leaks that are labor-intensive with an estimated cost of over \$12,000.00 to repair. The 6.0L diesel engine is known to be a problematic engine and with the truck due for replacement and requiring 30 months to build the truck, this will put the 2006 F-550

Aerial Bucket Truck at a 21-year service life. Purchasing a new truck with the FY 2025-26 budget was planned and highly recommended to continue meeting the City's needs. Once we have received the 2027 F-550 Aerial Bucket Truck, the old 2006 F-550 Aerial Bucket Truck will be sent to auction. The money received from the auction will be deposited back into the Fleet Replacement Fund for Transportation.

Public Works will contract with Terex USA, LLC dba Terex Utilities, under the Sourcewell Contract Number: 110421-TER Purchasing Agreement, which procures pricing for government agencies and ensures the lowest pricing for vehicle purchase. Attached is the sales quote, a brochure, and the "Sourcewell" Documentation.

There is adequate funding within the Fleet Replacement Fund to allow the Public Works Transportation Division to support and fund this new asset.

OPTIONS:

1. Approve Purchase of Public Works Fleet Division Replacement Vehicle: 2027 F-550 Aerial Bucket Truck.
2. Approve Purchase of Public Works Fleet Division Replacement Vehicle: 2027 F-550 Aerial Bucket Truck with Amendments.
3. Deny Purchase of Public Works Fleet Division Replacement Vehicle: 2027 F-550 Aerial Bucket Truck and provide further direction.

BUDGET IMPACT:

Amount	\$196,621.00
Fiscal Year(s):	2025/26
Funding Source(s):	Fleet Replacement Fund



CUSTOMER ORDER ACKNOWLEDGEMENT

Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 10-OCT-2024 **Quote Number:** QU33479-TU-V6 **Unit:** LT40
Sourcewell Contract Number: 110421-TER

Oregon City Public Works
13895 Fir Street
Oregon City, OR 97045

469

Baseline Price: \$196,621.00

Grand Total Each: \$196,621.00

This written description and attached specifications have been produced by Terex USA, LLC dba Terex Utilities and shall not be released, disclosed, nor duplicated without the written permission of Terex USA, LLC dba Terex Utilities.

Prices are subject to change until shipment. Applicable taxes and any applicable surcharges to be added. Taxes, shipping, handling and lead times are estimates and subject to change. Quoted prices are based on total package and subject to change if all items not purchased. All prices quoted are in U.S. dollars unless otherwise specified. Payment by cash or certified check only. **Chassis price based off current pricing available at time of quote. Pricing is subject to change based on vehicle sourcing; final price to be confirmed prior to time of invoice.** Chassis payment is due within 30 days of chassis receipt at our facility. Quote withdrawn after 60 days.

Please ensure the accuracy of the specifications and drawings you provide. Changes made after receipt of order may incur additional charges. If you are trading equipment in, you warrant that: You have good title to the trade-in; it is free of all liens and encumbrances; all information you have provided related to the trade-in is true and correct.

Terex purchased chassis through Terex preferred International Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage to nearest International Dealership for a warrantable failure. Coverage limited to \$550 per incident. For roadside assistance call 1-800-448-7825.

Terex-purchased chassis through Terex preferred Freightliner Dealer will include at no additional cost a special tow package for 12 months/unlimited mileage/KM extended towing coverage \$550 cap FEX applies. For roadside assistance call 1-800-FTL-HELP.

Notes:

- 1) Delivery Terms are CPT - 2020 .
- Delivery to customer included.
- 2) Payment Terms are Net 30 Pending Approval .
- 3) Delivery days from receipt of order shall be 520-720 Days .

Buyer hereby agrees to purchase the products in this quotation, subject to acceptance by Seller. Buyer has read and agrees to Seller's Terms and Conditions of Sale.

Buyer agrees that it shall not export or re-export Terex equipment or parts, technology, information or warranty related services directly or with its knowledge indirectly into: (a) Russia, Belarus or the following regions of Ukraine: Crimea, Sevastopol, Donetsk People's Republic (DNR), Luhansk People's Republic (LNR), Kherson and Zaporizhzhia; or (b) Iran, Cuba, Syria or North Korea without first obtaining written approval from Seller.

Terex USA, LLC dba Terex Utilities

Project Leader: Bobbi Bohnet

Account Manager: Matt Mayer

Accepted By: _____

PO Number: _____

Quantity: _____

Grand Total: _____

Date: _____



**TEREX USA, LLC dba TEREX UTILITIES ("Seller")
TERMS AND CONDITIONS OF SALE
U.S. and CANADA (except Quebec)**

1. Terms and Conditions. The provision by Seller to Buyer of any Equipment or Parts (collectively referred to as "Products") shall be exclusively governed by these Terms and Conditions of Sale ("Terms and Conditions") and Seller's sales order acknowledgement (collectively referred to as "Agreement"). This Agreement cancels and supersedes any and all terms and conditions previously issued by Seller and shall remain in effect unless and until superseded in writing by Seller. Acceptance of an order for Products by Seller shall be deemed to constitute a binding agreement between the parties pursuant to these Terms and Conditions and Buyer agrees that the order may not thereafter be countermanded or otherwise changed without the explicit prior written consent of Seller. No other terms and conditions shall apply, including the terms of any purchase order submitted to Seller by Buyer, whether or not objected to by Seller or whether or not such terms are inconsistent or conflict with or are in addition to these Terms and Conditions. These Terms and Conditions shall be deemed accepted by Buyer if any of the following occurs: (i) if confirmed by Buyer, (ii) if undisputed by Buyer within ten (10) days after receipt, or (iii) if Seller delivers Products to Buyer. Any communication construed as an offer by Seller and acceptance thereof is expressly limited to these Terms and Conditions. The Products are intended for industrial/commercial use by professional contractors and their trained employees and are not intended for use by consumers.

2. Terms of Payments. Payment for Products purchased by Buyer shall be made in accordance with any of the following terms, provided they have been previously arranged with and expressly approved by Seller in writing: (1) cash in advance; (2) confirmed, irrevocable letter of credit established in such amount and form and at such time and at such bank as shall be approved by Seller in respect of each order; (3) credit account purchases for which payment will be due and payable on net thirty (30) day terms, plus service and other charges applicable to past due amounts in accordance with Seller's written notices; or (4) other payment arrangements expressly approved by Seller in writing prior to or at the time the order is placed. If any Buyer credit account purchase is not paid in accordance with Seller's credit payment terms, in addition to any other remedies allowed in equity or by law, Seller may refuse to make further shipments without advance payment by Buyer. Nothing contained herein shall be construed as requiring Seller to sell any Products to Buyer on credit terms at any time, or prohibiting Seller from making any and all credit decisions which it, in its sole discretion, deems appropriate for Seller. Seller shall have the right, at its option, to charge interest on all amounts not paid when due and Buyer agrees to pay such interest calculated on a daily basis, from the date that payment was due until the Seller receives payment in full, at the rate of 1.5% per month or the maximum rate permitted by applicable law. Unless otherwise agreed in writing between Seller and Buyer, Seller may, in its sole discretion, increase or decrease the price of any Product, as Seller deems reasonably necessary, at any time prior to shipment and invoice Buyer for the same. If Buyer orders the chassis through Seller, the chassis payment is due upon receipt of chassis by Seller and the balance owed for the completed unit is due in accordance with agreed upon payment terms. When supplied by Buyer, Seller will inspect the chassis upon receipt and will notify Buyer of any chassis mounted components (including but not limited to fuel tanks, air tanks, battery boxes and exhaust systems) that require relocation. Buyer will be invoiced for such work upon completion of the finished Equipment.

3. Taxes and Duties. Unless otherwise noted, prices quoted do not include taxes or duties of any kind or nature. Buyer agrees that it will be responsible for filing all tax returns and paying applicable tax, duty, export preparation charge and export documentation charge resulting from the purchase of the Products. In addition, in the event any other similar tax is determined to apply to Buyer's purchase of the Products from Seller, Buyer agrees to indemnify and hold Seller harmless from and against any and all such other similar taxes, duties and fees. All prices quoted are U.S. dollars unless otherwise specified. The amount of any present or future taxes applicable to the sale, transfer, lease or use of the Products shall be paid by Buyer; or in lieu thereof, Buyer shall provide Seller with a tax exemption certificate satisfactory to the applicable taxing authority proving that no such tax is due and payable upon such sale, transfer, lease or use.

4. Title, Property, Risk and Delivery. Unless otherwise stated in writing, for all intra-continental United States shipments, all prices and delivery are FCA, point of manufacture (Incoterms 2020); for all other shipments, all prices and delivery are FAS, named port of shipment (Incoterms 2020). Title and all risk of loss or damage to Products shall pass to Buyer upon delivery, as per Incoterms 2020. Any claims for loss, damage or delay in transit must be entered and prosecuted by the Buyer directly with the carrier, who is hereby declared to be the agent of the Buyer. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within five (5) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Products to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer. Delivery shall generally be 240 to 270 days after receipt by Seller of a signed Order, provided that, where applicable: (1) Seller receives the chassis a minimum of 90 days prior to scheduled delivery, (2) drawings are timely sent by Buyer and the approved drawings are returned to Seller by Buyer by the requested date, (3) all vendor-supplied components and Buyer-supplied accessories are received by Seller by the date necessary to comply with scheduled delivery. Seller shall not be liable for any delay in performance of this agreement or delivery of the Products, or for any damages suffered by Buyer by reason of delay, when the delay is caused, directly or indirectly, by a force majeure event described in Section 20 herein or any other cause beyond Seller's control. Claims for shortages in shipments shall be deemed waived and released by Buyer unless made in writing within fifteen (15) days after Buyer's receipt of shipment. Seller's responsibility for shipment shall cease upon delivery of the Parts and or Equipment to the place of shipment, and all claims occurring thereafter shall be made to or against the carrier by Buyer.

5. Delays Caused By Buyer. In the event of a delay in shipment or delivery due to delay by Buyer in furnishing delivery instructions, arranging a method of payment satisfactory to Seller, submitting valid import permits or licenses, or any other delay caused by Buyer or at Buyer's request, if the Products are not shipped or delivered within five (5) days from the first date they are ready to be shipped or



delivered, then Seller shall be entitled to charge, as compensation, any additional costs incurred related to such delay. If the Products are not shipped or delivered by the date which is ten (10) days from the first date they are ready to be shipped or delivered, then Buyer's order shall be deemed cancelled and Seller may, in its sole discretion, sell such Products to another buyer without any liability or responsibility to Buyer whatsoever. Seller shall have the right to keep payments on account already received from Buyer, and the difference between the sales price (increased by any other and all further costs, including but not limited to attorney's fees and expenses, storage and other costs, and interest accrued thereon) and the price received from another buyer shall constitute a debt of Buyer and bear interest at the same rate set forth in Section 2 herein. Seller shall be entitled to claim for any further damages suffered as a consequence of Buyer's breach of its obligations hereunder.

6. Cancellation. Prior to delivery to place of shipment, a Product order may be cancelled only with Seller's prior consent and upon terms indemnifying Seller from all resulting losses and damages. Seller shall have the right to cancel and refuse to complete a Product order if any term and/or condition governing this agreement is not complied with by Buyer. In the event of cancellation by Seller, or in the event Seller consents to a request by Buyer to stop work or to cancel the whole or any part of any order, Buyer shall, in the event that Seller asks Buyer to do so, make reimbursement to Seller, as follows: (i) any and all work that can be completed within thirty (30) days from date of notification to stop work on account of cancellation shall be completed, shipped and paid in full; and (ii) for work in progress and any materials and supplies procured or for which definite commitments have been made by Seller in connection with the order, Buyer shall pay such sums as may be required to fully compensate Seller for actual costs incurred, plus fifteen percent (15%). Buyer may not cancel any order after Seller's delivery to place of shipment. Orders for "Special" Equipment may not be cancelled after acceptance, except by Seller. Items of "Special" Equipment are those that differ from standard Seller specifications, have a limited market, or incorporate specifications that have been determined for a specific application. Determination of whether an item of Equipment is "Special" shall be made by Seller in its sole discretion.

7. Inspection and Acceptance. Buyer agrees that it shall inspect the Products immediately after receipt and promptly (in no event later than fifteen (15) days after receipt) notify Seller in writing of any non-conformity or defect. Buyer further agrees that failure to give such prompt notice or the commercial use of the Products shall constitute acceptance. Acceptance shall be final and Buyer waives the right to revoke acceptance for any reason, whether or not known by Buyer at the time of such acceptance. The giving of any such notice by Buyer shall automatically cause the provisions of Seller's warranty to apply and govern the rights, obligations and liabilities of the parties with respect to such nonconformity or defect, provided under no circumstances shall rejection give rise to any liability of Seller for incidental or consequential damages or losses of any kind. Seller shall not be bound by any agent's, employee's or any other representation, promise or inducement not set forth herein. Seller's catalogues, technical circulars, price lists, illustrations, drawings and any other similar literature are for Buyer's general guidance only and the particulars contained in them shall not constitute representations by Seller and Seller shall not be bound by them.

8. Warranty for New Products. Seller warrants its new Equipment and Parts manufactured and sold worldwide, to be free, under normal use and service, of any defects in material or workmanship for a period of twelve (12) months from the date of delivery (as limited by Seller's Limited Product Warranty); provided that Buyer sends Seller written notice of the defect within thirty (30) days of its discovery and establishes that: (i) the Equipment has been operated and maintained in strict compliance with Seller's operating and maintenance manuals; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction of Buyer, its agents or employees and (2) a new machine registration certificate has been completed, signed and delivered to the Seller within thirty (30) days of the Equipment's "in-service" date. If requested by Seller, Buyer must return any defective Product to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (i) and (ii) above have been met, then this warranty shall not cover the alleged defect. Failure to give written notice of defect within such period shall be a waiver of this warranty and any assistance rendered thereafter shall not extend or revive it. Accessories, assemblies and components included in the Products of Seller, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. This warranty shall not cover any item on which serial numbers have been altered, defaced or removed. Maintenance and wear parts are not covered by this warranty and are the sole maintenance responsibility of Buyer. This warranty is limited to the original purchaser or end-user if sold to a distributor, and is not assignable or otherwise transferable without written agreement of Seller. **THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, EXPRESS OR IMPLIED (INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE) AND ALL OTHER OBLIGATIONS OR LIABILITY ON SELLER'S PART. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN.** Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's Products. This warranty shall not apply to any of Seller's Products or any part thereof which has been subject to misuse, alteration, abuse, negligence, accident, acts of God or sabotage. No action by either party shall operate to extend or revive this limited warranty without prior written consent of Seller.

9. Warranty for Used Equipment. Used Equipment sold hereunder is sold on an "AS IS, WHERE IS, WITH ALL FAULTS" BASIS WITH NO WARRANTIES WHATSOEVER, EXCEPT AS TO TITLE, UNLESS OTHERWISE SPECIFICALLY AGREED IN WRITING BY BUYER AND SELLER. SELLER ASSUMES NO RESPONSIBILITY FOR THE CONDITION, SAFETY, LEGAL COMPLIANCE, OR USABILITY OF THE USED EQUIPMENT AND MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE USED EQUIPMENT INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE CONDITION OF THE USED EQUIPMENT, NOR THE SUFFICIENCY OF ANY WARNINGS, INSTRUCTIONS OR MANUALS PROVIDED WITH THE USED EQUIPMENT. Seller recommends and Buyer acknowledges that Buyer should contact the original manufacturer to obtain all available information for the used Equipment, including but not limited to product manuals, warnings, safety bulletins, recall notices, and instructional placards before using the used Equipment. Seller shall not be responsible for providing such information. Buyer agrees not to assert any claims against Seller with respect to the used Equipment or its use. Buyer agrees that it shall inspect the used Equipment prior to issuance of a purchase order for such Equipment and acknowledges that it is not relying upon



any photographs, images, videos, representations, statements or other assertions made by Seller with respect to the used Equipment's condition, but is relying upon its own knowledge and/or inspection of the used Equipment.

10. Remedies for Breach. IN THE EVENT OF ANY BREACH OF THE WARRANTY BY SELLER, THE PARTIES AGREE THAT SELLER'S LIABILITY SHALL BE LIMITED EXCLUSIVELY TO THE REMEDIES OF REPAIR OR REPLACEMENT (AT SELLER'S SOLE DISCRETION) OF ANY DEFECTIVE EQUIPMENT COVERED BY THE WARRANTY. In no event shall any repair or replacement of any defective equipment covered by the Seller's warranty extend the length of the warranty beyond the period specified in Section 8 herein.

11. Limitation of Liability. NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, Seller and its affiliates shall not be liable for, and specifically disclaim, any liability for any: (a) LOST PROFITS and/or business interruption (WHETHER DIRECT OR INDIRECT); and (b) indirect, incidental, consequential (whether direct or indirect) or other damages or losses of any kind whatsoever, including, without limitation, labor costs, lost profits, loss of use of other equipment, third party repairs, personal injury, emotional or mental distress, improper performance or work, penalties of any kind, loss of service of personnel, or failure of Products to comply with any federal, state, provincial or local laws, regardless of whether arising from a breach of contract, or warranty, legal claims or otherwise. Nothing in this Section shall operate to exclude Seller's liability for death or personal injury when directly related to Seller's negligent act or omission.

12. Limitation of Actions. Any action for breach of this agreement must be commenced within one (1) year after the cause of action has accrued.

13. Specification Changes. In the event Seller incurs additional expense because of changes in specifications or drawings previously approved by Buyer, or in the event Seller is required to modify the ordered Equipment, perform any additional work or supply any additional Products, the additional expense shall be added to the purchase price. Buyer must submit to Seller a revised purchase order specifying any and all requested changes. Upon receipt of Buyer's revised purchase order, Seller shall have the right, in its sole discretion, to accept or reject any changes in specifications requested by Buyer.

14. Trade-in Offers. Trade-in offers are subject to Seller's inspection and acceptance of the equipment, which must have been maintained to U.S. Department of Transportation operating and safety standards. All accessories on the equipment, including without limitation jibs, winches, pintle hooks and trailer connectors, must remain with the equipment unless otherwise agreed by Seller and Buyer in writing. Seller reserves the right to cancel any trade-in offers or agreements if these conditions are not met, or if Buyer has misrepresented any information about the trade-in unit.

15. Insurance. Until the purchase price of any Products is paid in full, the Buyer shall provide and maintain insurance equal to the total value of the Equipment delivered hereunder against customary casualties and risks; including, but not limited to fire and explosion, and shall also insure against liability for accidents and injuries to the public or to employees, in the names of Seller and Buyer as their interest may appear, and in an amount satisfactory to Seller. If the Buyer fails to provide such insurance, it then becomes the Buyer's responsibility to notify the Seller so that the Seller may provide same; and the cost thereof shall be added to the contract price. All loss resulting from the failure to affect such insurance shall be assumed by the Buyer.

16. Patents, Copyrights, Trademarks, Confidentiality. No license or other rights under any patents, copyrights or trademarks owned or controlled by Seller or under which Seller is licensed are granted to Buyer or implied by the sale of Products hereunder. Buyer shall not identify as genuine products of Seller products purchased hereunder which Buyer has treated, modified or altered in any way, nor shall Buyer use Seller's trademarks to identify such products; provided, however, that Buyer may identify such products as utilizing, containing or having been manufactured from genuine products of Seller as treated, modified or altered by Buyer or Buyer's representative, upon prior written approval of Seller. All plans, photographs, designs, drawings, blueprints, manuals, specifications and other documents relating to the business of Seller ("Information") shall be and remain the exclusive property of Seller and shall be treated by Buyer as confidential information and not disclosed, given, loaned, exhibited, sold or transferred to any third party without Seller's prior written approval; provided, however, that these restrictions shall not apply to Information that Buyer can demonstrate: (a) at the time of disclosure, is generally known to the public other than as a result of a breach of this Agreement by Buyer; or (b) is already in Buyer's possession at the time of disclosure by from a third party having a right to impart such Information.

17. Default and Seller's Remedies. In the event of default by Buyer, all unpaid sums and installments owed to Seller, shall, at Seller's sole option, become immediately due and payable without notice of any kind to Buyer. In addition to its right of acceleration, Seller may pursue any and all remedies allowed by law or in equity, including but not limited to any and all remedies available to it under the Delaware Uniform Commercial Code. In addition to the foregoing, and not in limitation thereof, Seller shall have the right to set off any credits or amounts owed to Buyer against any amounts owed by Buyer to Seller.

18. Indemnification by Buyer. Buyer hereby agrees to indemnify, release, defend and hold harmless Seller, its directors, officers, employees, agents, representatives, successors, and assigns against any and all suits, actions or proceedings at law or in equity (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) and from any and all claims demands, losses, judgments, damages, costs, expenses or liabilities, to any person whatsoever (including Buyer's and Seller's employees or any third party), or damage to any property (including Buyer's property) arising out of or in any way connected with the performance or the furnishing of Products under this agreement, regardless of whether any act, omission, negligence (including any act, omission or negligence, relating to the manufacture, design, repair, erection, service or installation of or warnings made or lack thereof with respect to any Products furnished hereunder) of Seller, its directors, officers, employees, agents, representatives,



successors or assigns caused or contributed thereto. If Buyer fails to fulfill any of its obligations under this paragraph or this agreement, Buyer agrees to pay Seller all costs, expenses and attorney's fees incurred by Seller to establish or enforce Seller's rights. The provisions of this paragraph are in addition to any other rights or obligations set forth in this agreement.

19. Installation. Unless otherwise expressly agreed in writing, Buyer shall be solely responsible for the installation and erection of the Products purchased. Although Seller may in some cases provide a serviceman, data and drawings to aid Buyer with installation or start-up, Seller assumes no responsibility for proper installation or support of any Products when installed and disclaims any express or implied warranties with respect to such installation and support. Notwithstanding whether data and drawings are provided or a serviceman aids in the installation, Buyer shall indemnify and hold Seller harmless and at Seller's request, defend Seller from all claims, demands or legal proceedings (including the costs, expenses and reasonable attorney's fees incurred in connection with the defense of any such matter) which may be made or brought against Seller in connection with damage or personal injury arising out of said installation or start-up.

20. Force Majeure. Seller shall not be liable to Buyer or be deemed to be in breach of this agreement by reason of any delay in performing, or any failure to perform, any of Seller's obligations in relation to the Products if the delay or failure was due to any cause beyond the reasonable control of Seller including (without limitation) strike, lockout, riot, civil commotion, fire, accident, explosion, tempest, act of God, war, epidemic, stoppage of transport, terrorist activity, supply shortage or changes in government, governmental agency, laws, regulations or administrative practices.

21. Anti-Corruption; Export Controls; No Boycotts. Buyer agrees that it shall, and that any party retained or paid by the Buyer ("Retained Party") shall, comply with all applicable laws including, but not limited to, laws prohibiting public corruption and commercial bribery. Buyer further agrees that it shall, and that any Retained Party shall, comply with all applicable export controls, economic sanctions, embargoes and regulations regarding the export, re-export, shipment, distribution and/or sale of Products, technology, information or warranty related services. Buyer further agrees that it shall not, and any Retained Party shall not, export or re-export Products, technology, information or warranty related services directly or with its knowledge indirectly into Iran, Sudan, Cuba, Syria, North Korea, the Crimea Region of the Ukraine or Russia without Buyer first obtaining written approval from Seller. Failure to comply strictly with this section and all applicable laws, regulations and licensing/approval requirements shall be grounds for immediate termination of this agreement by Seller. Notwithstanding anything to the contrary contained in any agreement between the Buyer and Seller or in any other document or agreement relating to the Products sold hereunder, Seller will not comply with requests related to the boycott of any country or other jurisdiction, except to the extent such boycott is required by or otherwise not inconsistent with United States law.

22. Telematics. If a telematics system is included with the Equipment, the telematics system is administered by a third party ("Teleservice Provider") and collects a range of operational data about the Equipment including, but not limited to, usage, performance and reliability. Buyer consents to Seller's obtaining such data from the Teleservice Provider for warranty, product improvement, marketing and customer support purposes and to Seller's management and reporting of data (personal and non-personal) about the Equipment including, but not limited to, fuel consumption, up/down times, operation, defects, parts replacement, movement and location. Buyer shall, to the extent required by applicable law, obtain consent from its customers and/or any third party for Seller and/or third parties to provide teleservices and data to Buyer. Buyer shall comply with all applicable laws relating to the provision of teleservices. Buyer agrees to be bound by the current version of the Terex Telematics Terms of Use at <https://www.terex.com/en/products/telematics-tou>.

23. Construction and Severability. These Terms and Conditions of Sale constitute the entire agreement between the parties regarding the subject matter hereof and shall be construed and enforced in accordance with the laws of Delaware. The United Nations Convention on Contracts for the International Sale of Goods (1980) (CISG) shall not apply. The invalidity or unenforceability of any provisions of this agreement shall not affect any other provision and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

24. Jurisdiction. The parties agree that the proper and exclusive forum and venue in all legal actions brought to enforce or construe any provisions herein shall be in United States District Court, District of Delaware or, if federal jurisdiction is lacking in such action, in New Castle County Superior Court in Delaware.

25. No Assignment. No rights arising under this agreement may be assigned by the Buyer unless expressly agreed to in writing by the Seller.

26. No Set-off. Buyer shall have no right to set-off any amounts it may owe Seller against amounts Seller may owe Buyer under this or any other agreement between Buyer and Seller.

27. Miscellaneous. Buyer represents that: (i) it is solvent and has the financial ability to pay for the Equipment and Parts purchased hereunder and (ii) it has all requisite right, power and authority to perform its obligations under this agreement.

Buyer's Initials: _____



LIMITED PRODUCT WARRANTY

TEREX USA, LLC dba TEREX UTILITIES ("Seller"), as to the equipment manufactured by each respective company, warrants its new equipment and parts manufactured and sold worldwide to be free, under normal use and service, of any defects in manufacture or materials for a period of **12 months from date of delivery to the first end user, but in no event longer than 18 months from date of shipment from the factory**; provided that (1) Seller receives written notice of the defect within thirty (30) days of its discovery and Buyer establishes that (i) the equipment has been maintained and operated within the limits of rated and normal usage; and (ii) the defect did not result in any manner from the intentional or negligent action or inaction by Buyer, its agents or employees, and (2) a new machine registration certificate has been completed and received by Seller within thirty (30) days of the equipment's "in-service" date. If requested by Seller, Buyer must return the defective equipment to Seller's manufacturing facility, or other location designated by Seller, for inspection, and if Buyer cannot establish that conditions (1) (i) and (1) (ii) above have been met, then this warranty shall not cover the alleged defect.

Seller's obligation and liability under this warranty is expressly limited to, at Seller's sole option, repairing or replacing, with new or remanufactured parts or components, any part which appears to Seller upon inspection to have been defective in material or workmanship. Such parts shall be provided at no cost to the owner, FOB Seller's parts facility (Incoterms 2010). If requested by Seller, components or parts for which a warranty claim is made shall be returned to Seller at a location designated by Seller. All components and parts replaced under this warranty become the property of Seller. This warranty shall be null and void if parts (including wear parts) or attachments other than genuine OEM Seller parts or approved attachments are used in or attached to the equipment.

Accessories, assemblies and components included in Seller's equipment, which are not manufactured by Seller, are subject to the warranty of their respective manufacturers. Normal maintenance, adjustments, or maintenance/wear parts, are not covered by this warranty and are the sole maintenance responsibility of Buyer.

The following structural members have a lifetime parts only warranty for the original Buyer after date of shipment from Seller: sub frame, pedestal, turntable, and boom. Replacement of fiberglass jibs, seals, gaskets, hoses, and exterior coating is not covered under the lifetime warranty. The lifetime warranty requires an annual service inspection of the equipment by an authorized distributor of Seller. The sub frame, pedestal, turntable, and boom shall have a 5 year parts only warranty if the annual service inspection is performed by an approved entity other than an authorized distributor of Seller. All replacement parts must be genuine OEM Seller parts.

SELLER MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AS TO THE EQUIPMENT AND PARTS IT SUPPLIES.

No employee or representative of Seller is authorized to modify this warranty unless such modification is made in writing and signed by an authorized officer of Seller. Seller's warranty is continuous for the stated period, and "stopping and restarting" such period is not permitted.

Seller's obligation under this warranty shall not include duty, taxes, environmental fees, including without limitation, disposal or handling of tires, batteries, petrochemical items, or any other charges whatsoever. Seller shall not be liable for indirect, incidental, or consequential damages, even if advised of the possibility of such damages.

Improper maintenance, improper use, abuse, improper storage, operation beyond rated capacity, operation after discovery of defective or worn parts, accident, sabotage or alteration or repair of the equipment by persons not authorized by Seller shall render this warranty null and void. Seller reserves the right to inspect the installation of the product and review maintenance procedures to determine if the failure is covered under this warranty.

Parts Warranty: Seller warrants the parts ordered from the Seller to be free of defects in materials or workmanship for either (1) a period of 12 months after date of shipment from the factory, or (2) the balance of the remaining new equipment warranty, whichever occurs first. With respect to parts ordered from Seller for equipment for which the warranty has expired, Seller warrants such parts to be free of defects in materials or workmanship for a period of 12 months after date of shipment from the factory.

NO TRANSFERABILITY OF WARRANTY: This warranty is limited to the original purchaser or original end-user if sold to a distributor, and is not assignable or otherwise transferable without the written agreement of Seller.

ITEMS NOT COVERED BY WARRANTY

The following listed items, which are not exhaustive, are **NOT** covered under this warranty:

1. Items sold by any individual, corporation, partnership or any other organization or legal entity that is not authorized by Seller to distribute its equipment.



LIMITED PRODUCT WARRANTY

2. Inbound freight, duty and taxes for replacement components or outbound freight, duty, and taxes for any part requested as a warranty return.
3. Components which are not manufactured by Seller or its affiliates. Such components may include, but are not limited to, chassis, engines, batteries, tires, customer-supplied products, transmissions, air compressors, and axles.
4. Replacement of a complete assembly that is field repairable by the replacement or repair of defective part(s) within the assembly. Seller has the option to repair or replace any defective part or assembly.
5. Wear parts and maintenance services including, but not limited to: lamps, lenses, seals, gaskets, hoses, filters, breathers, belts, nozzles, friction plates, glass, clutch and brake linings, wire rope, nuts and fittings, exterior coatings, proper tightening of bolts, adding or replacing of fluids, adjustments of any kind, services, inspections, diagnostic time, travel time and supplies such as hand cleaners, towels and lubricants.
6. Damage caused by carrier handling. Any such claim for damage should be filed immediately with the respective carrier.
7. Repairs, work required or parts exposed as the result of age, storage, weathering, lack of use, demonstration use, or use for transportation of corrosive chemicals.
8. Damage resulting to the equipment or parts should the owner or operator continue to operate the equipment after it has been noted that a failure has occurred.
9. Damage caused by, or labor or other costs related to, work performed by personnel not authorized by Seller to service the equipment.

IN NO EVENT SHALL SELLER, OR ANY AFFILIATE, SUBSIDIARY OR DIVISION THEREOF BE LIABLE FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES RESULTING FROM ANY BREACH OF WARRANTY, REPRESENTATION OR CONDITION, EXPRESS OR IMPLIED, OR ANY TERMS OF THIS WARRANTY, OR ANY BREACH OF ANY DUTY OR OBLIGATION IMPOSED BY STATUTE, CONTRACT, TORT, COMMON LAW OR OTHERWISE (WHETHER OR NOT CAUSED BY THE NEGLIGENCE OF THE SELLER, ITS EMPLOYEES, AGENTS OR OTHERWISE), INCLUDING, WITHOUT LIMITATION, LOSS OF USE, LOST PROFITS OR REVENUES, LABOR OR EMPLOYMENT COSTS, LOSS OF USE OF OTHER EQUIPMENT, DOWNTIME OR HIRE CHARGES, THIRD PARTY REPAIRS, IMPROPER PERFORMANCE OR WORK, LOSS OF SERVICE OF PERSONNEL, LOSS OF CONTRACTOR OPPORTUNITY AND PENALTIES OF ANY KIND, PERSONAL INJURY, EMOTIONAL OR MENTAL DISTRESS, OR FAILURE OF EQUIPMENT TO COMPLY WITH ANY APPLICABLE LAWS. The Seller's liability to the Buyer shall not in any event exceed the purchase price of the equipment.

THIS WARRANTY IS EXPRESSLY IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND ALL OTHER STATUTORY, CONTRACTUAL, TORTIOUS AND COMMON LAW OBLIGATIONS OR LIABILITY ON SELLER'S PART ARE HEREBY EXPRESSLY EXCLUDED TO THE MAXIMUM EXTENT PERMITTED BY LAW. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE LIMITED WARRANTY CONTAINED HEREIN. Seller neither assumes nor authorizes any other person to assume for Seller any other liability in connection with the sale of Seller's equipment. In the event that any provision of this warranty is held unenforceable for any reason, the remaining provisions shall remain in full force and effect.



TEREX®

Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 10-OCT-2024

Quote Number: QU33479-TU- V6

Unit: LT40

Oregon City Public Works

13895 Fir Street
Oregon City , OR 97045

Qty. Description
UNIT

1 Terex Aerial Devices

One (1) new Terex Hi-Ranger LT40 Articulating / Telescoping Aerial Device providing a working height of 45.6 ft (13.8 m) with a end mount platform.
Unit will be mounted behind the cab.

Design Criteria:

* Design criteria is in accordance with current industry and engineering standards applicable and accepted for structural and hydraulic design.

Lower Controls:

* Individual control levers are located in an accessible location on the turntable.

Lower Boom:

* Filament wound high strength fiberglass insert providing an insulation gap.

Upper Boom:

* Filament wound high strength fiberglass boom providing an insulation gap.

Rotation:

* Self-locking worm gear rotation drive is provided and equipped with bi-directional motor.

Continuous Unrestricted Rotation:

* A hydraulic rotary manifold provides a rotating oil distribution system for continuous and unrestricted rotation.

* A 4 channel electric collector ring is provided as standard.

Aerial device is designed as a Category C machine in accordance and is dielectrically tested and rated for operation on systems up to 46 Kv phase to phase per ANSI/SIA A92.2-2021

Hydraulic System:

* Full pressure open center hydraulic system.

* Hydraulic hoses are equipped with permanent type fittings.

Miscellaneous:

* All metallic components of the complete aerial device are powder coat white.

* The fiberglass upper boom, boom inserts, platforms and covers are white.

* One complete paper manual and access to an electronic copy of the manual providing operational and maintenance procedures, and a replacement parts listing.

* Warning decals provided with unit.

1 Pedestal,44 (To 48 Cab)

Pedestal.

1 8 Gal Tower Mt Hyd Tank, Site Gauge

8-Gallon Hydraulic Oil Reservoir.

* A 8 gallon hydraulic oil reservoir mounted on the side of tower with sight and temperature gauge.



TEREX®

Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 10-OCT-2024

Quote Number: QU33479-TU- V6

Unit: LT40

- * Return filter and oil eyes.
- * A ball type shut off valve.

1 Boom Rest, Auto Latch

A boom rest with a automatic latch is provided.

1 Safety Harness For Single Platform

A safety harness with lanyard is provided for fall arrest.

1 Platform Rest,Single,24x30

A padded saddle rest provides platform support during road travel.

1 Cover, Platform Only, 24x30

Vinyl Platform Cover For 24 x 30 Platform:

- * Waterproof with internal elastic cord around edge.

1 Q14607C - 637919 24X30X42,RH,WLKTNR W/DOOR,DRAINS and GUTTER

1 Auxiliary Letdown, 12v

Auxiliary Let Down for use with Open Center Hydraulics:

- * Allows for the descent of the boom (platform) in the most direct manner for a time limited by the duty cycle of the electric motor.

- * Includes 12 volt electric motor for use on a 12 volt chassis.

Note: This includes a switch for activation at pedestal for electric or air function.

1 Boom Tip,400# 29.4ft Side-Or'S 0-90 Deg

Boom Tip with 4 Function Controls and Platform Rotator:

Upper Controls: Control-Plus single stick controller.

- * Enable lever must be actuated before operation.

- * Rated capacity of 400 lbs.

Hydraulic Platform Rotator For End Mount Platform.

Hydraulic Platform Tilt is provided at platform and lower controls.

Engine Stop/Start controlled at platform and lower controls.

Hydraulic Tool Outlets At Platform.

The lower boom articulation is from 0 to 90 degrees.

1 Mtg Kit,O/R,H-Frm 4 Cf,60 Ca,Ford



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Date: 10-OCT-2024

Quote Number: QU33479-TU- V6

Unit: LT40

Mounting Kit:

* Behind cab mount for use with (1) set of H-frame outriggers with 4 clubfeet attached to tower and tie plates.

1 O/R Cntrls, 1 Set

Controls For 1-Sets of Outriggers (Open center systems):

* Recessed at rear of truck each side for ease of view for outrigger placement.

* Includes switches and alarm for outrigger in motion alarm.

1 Outrigger Interlock, 12v, Std (1 Set Af)

Outrigger Interlock:

* To operate the boom the outriggers must be extended.

1 Transmission, Automatic, Ford (Muncie)

Pump for systems requiring 3 to 5 gallons per minute:

* Provides 3 gpm at 725 engine rpm and 5 gpm at 1150 engine rpm with a 127% pto.

1 Terex Advanced Chassis Controller

Terex Advanced Chassis Controller:

* Multiplexed system to include: Controller, LCD Screen, Manual and Schematics.

* Standard Options: Diagnostics, Status Screens, Event Log, Hours Meter, Selectable Button Labels, System Alerts and System Test.

* Programmable settings allow installer to customize/select options need for their application.

* Screw terminal-type connections and enclosure to cover connections.

* Recommended on Class 6 and above chassis with multiple outputs

* The PTO hour is standard. The engine hour meter is standard (When available). This is a message we get from the truck Data link. All trucks except Ford give us the Engine hours. So if it's a Ford, we just display PTO hours.

1 As-Built Jic Hydraulic.& Electrical Schematics

As-Built JIC Hydraulic and Electrical Schematics

1 Usa

American flag displayed on unit.

1 Limited Product Warranty - Standard

Factory Warranty

1 Ford F550 4x4 Chassis - Reference Chassis details included with quote



Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 10-OCT-2024

Quote Number: QU33479-TU- V6

Unit: LT40

- 1 **108" Steel Service Body - Reference body details included with quote**

- 1 **Install Lt Behind Cab**
Install Aerial Device Behind Cab And Install All Associated Components:
* Final test and inspect completed unit including stability and dielectric testing per manufacturers requirements.

- 1 **Hose & Fitting Kit Group 1**
Hose and fittings to connect the hydraulic system from the oil reservoir to the pump and unit.

- 1 **Misc Shop Supplies Group 3**
Miscellaneous shop supplies.

- 1 **Platform Rest Bottom Base Group 1**
Platform rest, bottom base

- 1 **Chassis Spring Add Left Rear(Req. Art)**
Chassis Spring Additions:
* Build up left rear chassis springs to level vehicle.

- 1 **Pto (Muncie) For Automatic Transmission**
Power take off with indicator light for automatic transmission.

- 1 **Dot Inspection**
DOT Inspection.

- 1 **Set Chassis Parameters (Req'D)**
Set chassis parameters.

- 1 **Ecco Back-Up Alarm**
Back-up alarm to sound when the vehicle is shifted into reverse.



TEREX®

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Date: 10-OCT-2024

Quote Number: QU33479-TU- V6

Unit: LT40

- 2 **Poly 18 X 18 X 1 Terex Logo**
18 x 18 x 1 poly outrigger pads.

- 2 **Rubber Wheel Chock Eye Bolt (Standard)**
Rubber wheel chocks with eye bolt.

- 1 **Fold Down Post Style W/Base Hood Clear**
Cone holder bracket, fold down type with base.

- 1 **Grab Handle Set Three Point Contact**
Grab Handle set for three point contact.

- 2 **Mud Flap - Terex Logo (Standard)**
Mud flap with logo.
Note: Trim As-Required.

- 1 **Bed Mount Lt Series (105227-102658)**
Boom rest.

- 1 **Peterson 7-Lamp Led Kit Fmvss Dot**
Peterson LED 7-lamp DOT Lighting Package:
* Complies with FMVSS 108.
* Includes required lights, junction box and wiring harness.
* Note: Includes lighted License Plate Area
* Note: Includes Clearance Lights if Applicable to application.

- 1 **Strobe Lht Kit 2-Cnr FI Mt Led Amber 4**
Whelen 2 corner, 4 inch LED, Amber Strobe Light Kit with grommets.
*Wired into On/Off switch in cab.

On/off wired in cab

- 2 **Light Led Amber (Grill Mount)(One Light)**
Whelen LED 3.5 Amber Flash Light.
*3 LED Clusters, 10 flash pattern.

On/off wired in cab

- 1 **Golight Led Stryker White Remote 30004st**
Golight Stryker 30004ST spotlight, permanent mount, LED, programmable wireless remote, handheld remote and white in color.



TEREX®

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Date: 10-OCT-2024

Quote Number: QU33479-TU- V6

Unit: LT40

- 1 **15 Inch Octagonal LED Mini Light Bar - Model PN - 8891060**

- 1 **Stop/Start Rear Of Truck**
Remote engine stop/start control from rear of vehicle.

- 1 **Two Speed Rear Of Truck**
Remote two speed control from rear of vehicle.

- 1 **Icc Rear Bumper**
ICC rear bumper.

- 1 **Front Timbrens - Rubber Stabilizers**
Timbren rubber stabilizers installed on axle.

- 1 **Torsion Bar Rear**
Torsion bar stabilizer for rear axle.

- 18 **Hydraulic Oil - General Purpose**
Fill with Hydraulic oil for general purpose use.
* Refer to the product maintenance manual for specific type to be used.

- 1 **Safety Kit 5# Fire Extinguisher-Abc(Std)**
Safety Kit consists of the following:
* 5-lb ABC fire extinguisher with bracket.
* James King triangle reflector kit.

- 1 **Chassis Supplied Camera**
Chassis supplied back up camera.

- 1 **Paint Body Floor With Non-Skid Paint**
Paint body floor with non-skid paint.



Terex USA, LLC dba Terex Utilities - 3140 15th Avenue SE - Watertown, SD 57201 - Phone: 605-882-4000

Date: 10-OCT-2024

Quote Number: QU33479-TU- V6

Unit: LT40

1 **Paint Compartment Top Non-Skid Paint**
Paint compartment top with non-skid paint.

1 **First Article Inspection, Digital**
First Article Inspection, Digital

Terex USA, LLC dba Terex Utilities

1. Federal Excise Tax will be added if certificate is not supplied with order.
2. The following items must be considered by the purchaser if not already included: Strobe Light; Wheel Chocks; Outrigger Pads; Outrigger Out of Stow Light; Truck Grounding Kit; Barricade Kit; Boom Stow Interlock; Auxiliary Let Down; Platform Liner; Platform Cover; Two-Speed; Start/Stop Controls; Oil Cooler; PAL; Anti-Two Block (Digger Derricks); Load Display (Digger Derricks) and Load Alert (Aerials).
3. Terex USA, LLC dba Terex Utilities strongly recommends all installation accessories be located up front in front in the quote or secondarily on the approved engineering drawing. Any accessories located or relocated during manufacturing may be subject to additional charges.
4. Terex USA, LLC dba Terex Utilities - Offers In-service Training.
5. Terex USA, LLC dba Terex Utilities - Assembly in Watertown.South Dakota is ISO 9001:2000 Certified.

Quotation Number

15541B

For the attention of

Ben DeVille
Nathan Weber

Name

Telephone

Customer:

Terex
Oregon City Public Works

Date

7/30/2024

DESCRIPTION

108" Line Body 40 inches high X 94 inches wide. 18 Inch compartment depth.

58 Inch bed area.

24 Inch top of floor to top of body.

18 Inch horizontal compartment height.

12 Ga Wheel Wells Covers.

16 Ga. Galvanneal body materials.

12 Ga. Hot rolled treadplate floor.

12 Ga. Hot rolled treadplate compartment tops.

Stainless Steel Automotive rotary type door latches.

Stainless steel rod and socket type door hinges.

Gas Cylinder door holders on all vertical hinged doors and

Chain stops on horizontals.

*** Spring Retainers on Horizontal Doors**

Double Panel Body Doors.

Rubber rolled crown type fenders. (Ship Loose with Cutouts)

Master door lock system.

LED Rope light compartment lights in all body compartments with Weather Pack Connectors.

*** Does not include Boxes or Tailshelf Compartments**

*** Lights Ship Loose.**

Automotive Bulb Type Weatherstripping. (Ship Loose)

Front bulk head (Bolt-On)

Shelving / Hooks installed on DUAL Uni-Strut for infinite adjustment.

Streetside Compartmentation:

1st Vertical:

**30 Inches wide with Two (2) shelves each with adjustable dividers on 4" centers.
with One (1) plain shelf.**

Horizontal:

54 Inches wide with One (1) shelf with adjustable dividers on 6" centers.

Rear Vertical:

24 Inches wide with Seven (7) fixed material hooks 1-5-1.

Curbside Compartmentation:**1st Vertical:**

30 Inches wide with Two (2) shelves each with adjustable dividers on 4" centers.

One (1) material drawers.

Drawers are mounted on Roller Bearing Slides.

Each drawer has twist style T-Handle activating latches on each side of drawer.

Adjustable dividers installed in each drawer on 6" centers.

Horizontal:

54 Inches wide with One (1) shelf with adjustable dividers on 6" centers.

Rear Vertical:

24 Inches wide with Seven (7) fixed material hooks 1-5-1.

Frame Installation:

Install Customer Supplied Insert in Frame and Floor.

* NO Outriggers

Tailshelf:

Treadplate tailshelf 36 inches long X Full width of body x 6 inches high with

7-Lamp light bar installed at rear.

Wheel Chock Storage:

One each side built into body wheel wells.

Outrigger Pad Storage: (Bolt-On / Ship Loose)

Two (2) Single Outrigger Pad Storage Brackets - Specify Pad Size.

* Pendulum Retainers.

Access Steps:

One (1) Cable type access step under the tailshelf - Curbside. (Ship loose)

Tailgate:

Removable Composite wood tailgate 5.5" high X full width of bed area installed at rear of load space.

* Includes Pins and Lanyards

Paint:

Powder Coat Body and Inside of compartments Taffeta White.

Prepared for: Nathan Weber, Terex
3140 15th Ave Se
Watertown, SD 57201

2024 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)
Price Level: 430



Client Proposal

Prepared by:
Mike Johnson
Office: 605-886-5844
Email: mike@watertownfordchrysler.com
Quote ID: QU33479
Date: 10/07/2024



Prepared for: Nathan Weber

Terex

Prepared by: Mike Johnson

10/07/2024



Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

2024 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 430 | Quote ID: QU33479

Nathan Weber, Terex

3140 15th Ave Se

Watertown, SD 57201

Re: Quote ID QU33479 10/07/2024

Dear Nathan,

Thank you very much for your interest in acquiring a vehicle from our dealership. We concur that your interest is well deserved. We hope that an outstanding product lineup and our dedication to customer service will enhance your ownership experience should you decide to buy a vehicle from us.

Attached, please find additional information that I hope will assist you in making a more informed decision. Please feel free to contact me at any time as I would truly appreciate the opportunity to be of service to you.

Sincerely,

Mike Johnson

Fleet Sales

605-886-5844

mike@watertownfordchrysler.com

Prepared for: Nathan Weber

Terex

Prepared by: Mike Johnson

10/07/2024



Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

2024 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 430 | Quote ID: QU33479

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Prepared for: Nathan Weber

Terex

Prepared by: Mike Johnson

10/07/2024



Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

2024 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 430 | Quote ID: QU33479

Selected Equip & Specs

Dimensions

• Conventional Capacity: 18,500 lbs. • **GCWR: 43,000 lbs.** • **Fifth-wheel towing capacity: 33,500 lbs.** • **Gooseneck towing capacity: 33,600 lbs.** • Front brake diameter: 15.4" • Rear brake diameter: 15.8" • Vehicle body length: 253.3" • Vehicle body width: 80.0" • Vehicle body height: 82.5" • Wheelbase: 168.0" • Vehicle turning radius: 24.0' • Front track: 74.8" • Rear track: 74.0" • Cab to axle: 60.0" • Rear tire outside width: 93.9" • Axle to end of frame: 47.2" • Frame section modulus: 12.7 cu.in. • Frame yield strength (psi): 50000.0 • Frame rail width: 34.2" • Front bumper to front axle: 38.3" • Front bumper to back of cab: 146.3" • Interior rear cargo volume with seats folded: 31.6 cu.ft. • Max interior rear cargo volume: 31.6 cu.ft. • Total passenger volume: 116.0 cu.ft. • Headroom first-row: 40.8" • Headroom second-row: 40.3" • Leg room first-row: 43.9" • Leg room second-row: 33.5" • Shoulder room first-row: 66.7" • Shoulder room second-row: 65.8" • Hip room first-row: 62.5" • Hip room second-row: 64.7"

Powertrain

• **Compression ignition system** • **Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP** • Engine cylinders: V-8 • **Horsepower: 330 HP@2200 RPM** • **Torque: 950 lb.-ft.@1800 RPM** • Radiator • **Engine retarder system** • Auxiliary power take-off • 10-speed automatic • Part-time 4WD • Four-wheel drive • **Recommended fuel: diesel** • Driveline managed traction control • Electronic transfer case shift • **Mechanical limited slip differential** • Auto locking hub control

Fuel Economy and Emissions

• **Diesel secondary fuel type** • Federal emissions

Suspension and Handling

• Firm ride suspension • Heavy-duty front shock absorbers • Heavy-duty rear shock absorbers

Driveability

• 4-wheel disc brakes • Front and rear ventilated disc brakes • 4-wheel antilock (ABS) brakes • Four channel ABS brakes • Brake assist system • Hill Start Assist • Mono-beam rigid axle front suspension • Front anti-roll bar • Front coil springs • **Rigid axle rear suspension** • Rear anti-roll bar • Leaf spring rear suspension • Hydraulic power-assist steering system • Re-circulating ball steering • 2-wheel steering system

Body Exterior

• Trailer wiring harness • **Running boards** • 4 doors • Clearcoat paint • Monotone paint • Black fender flares • Black side window trim • Black door handles • Black windshield trim • Black front bumper • 2 front tow hooks • Black front bumper rub strip • Black grille • Convex spotter in driver and passenger side door mirrors • Manual extendable trailer mirrors • Turn signal indicator in door mirrors • Black door mirrors • Reverse opening left rear passenger door • Reverse opening right rear passenger door • **LT225/70RS19.5 AT BSW front and rear tires** • 19.5 x 6-inch front and dual rear argent steel wheels

Convenience

Prepared for: Nathan Weber

Terex

Prepared by: Mike Johnson

10/07/2024



Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

2024 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 430 | Quote ID: QU33479

Selected Equip & Specs (cont'd)

- Power door locks with 2 stage unlocking • Keyfob activated front door locks • All-in-one remote fob and ignition key • Cruise control with steering wheel mounted controls • FordPass Connect smart device vehicle start control • Day/Night rearview mirror • Power first-row windows • Fixed rear windshield • Front beverage holders • Illuminated locking glove box • 8 beverage holders • Rear beverage holders • Illuminated glove box • Instrument panel covered bin • Dashboard storage • Retained accessory power • Trip computer • Upfitter switches • Over the air updates • PRND in IP

Comfort

- Manual climate control • Cabin air filter • Rear under seat climate control ducts • **Supplemental in-cabin heater** • Cloth headliner material • Full headliner coverage • Full vinyl floor covering • Full floor coverage • Vinyl rear seat upholstery • Carpet rear seatback upholstery • Urethane steering wheel • Manual tilting steering wheel • Manual telescopic steering wheel

Seats and Trim

- Seating capacity: 6 • 40-20-40 split-bench front seat • Driver seat with 4-way directional controls • Front passenger seat with 4-way directional controls • Height adjustable front seat head restraints • Manual front seat head restraint control • Split-bench front seat • Front seat center armrest • Front seat armrest storage • Manual reclining driver seat • Manual driver seat fore/aft control • Manual reclining passenger seat • Manual passenger seat fore/aft control • Fixed rear seats • Height adjustable rear seat head restraints • Split-bench rear seat • Manual driver seat lumbar • Vinyl front seat upholstery

Entertainment Features

- 2 total number of 1st row displays • 8 inch primary display • Primary touchscreen display • AM/FM stereo radio • **AM/FM** • In-vehicle audio • AM radio • FM radio • Seek scan • SYNC 4 external memory control • Standard grade speakers • Speakers number: 6 • Steering wheel mounted audio controls • SYNC 4 voice activated audio controls • Speed sensitive volume • Wireless audio streaming • Fixed audio antenna

Lighting, Visibility and Instrumentation

- Digital/analog instrumentation display • Configurable instrumentation gauges • Trip odometer • In-radio display clock • Compass • Exterior temperature display • Driver information center • Tachometer • Engine/electric motor temperature gauge • **Turbo/supercharger boost gauge** • Transmission fluid temperature gauge • Engine hour meter • **Diesel exhaust fluid (def) gauge** • Gauge cluster display size (inches): 4.20 • Light tinted windows • Reflector headlights • Halogen headlights • Autolamp auto on/off headlight control • Multiple enclosed headlights • Delay-off headlights • DRL preference setting • Variable intermittent front windshield wipers • Illuminated entry • Front reading lights • Variable instrument panel light • Daytime running lights • Cab clearance lights • Remote activated perimeter approach lighting • Fade interior courtesy lights

Technology and Telematics

- SYNC 4 911 Assist emergency SOS system via mobile device • SYNC 4 handsfree wireless device connectivity • Smart device wireless mirroring • FordPass App mobile app access • FordPass Connect 5G mobile hotspot internet access • 2 USB ports

Safety and Security

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2024 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 430 | Quote ID: QU33479

Selected Equip & Specs (cont'd)

• Driver front impact airbag • Seat mounted side impact driver airbag • Safety Canopy System curtain first and second-row overhead airbags • Cancellable front passenger air bag • Seat mounted side impact front passenger airbag • 6 airbags • Front height adjustable seatbelts • SecuriLock immobilizer • Remote panic alarm • Lane Departure Warning • Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation • **Rear mounted camera**

Dimensions

General Weights

* Curb weight	8,075 lbs.	* Rear curb weight	3,349 lbs.
* GVWR	19,500 lbs.	* Payload	11,340 lbs.

Trailer Weights

* Fifth-wheel towing capacity	33,500 lbs.	* Gooseneck towing capacity	33,600 lbs.
Conventional capacity	18,500 lbs.	* GCWR	43,000 lbs.

Front Weights

* Front curb weight	4,726 lbs.	* GAWR front	7,500 lbs.
* Axle capacity front	7,500 lbs.	* Spring rating front	7,500 lbs.
Tire/wheel capacity front	7,500 lbs.		

Rear Weights

* GAWR rear	14,706 lbs.	* Axle capacity rear	14,706 lbs.
* Spring rating rear	14,706 lbs.	Tire/wheel capacity rear	15,000 lbs.

Off Road

Min ground clearance	8.6"
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Exterior Measurements

Vehicle body length	253.3"	Vehicle body width	80.0"
Vehicle body height	82.5"	Wheelbase	168.0"
Front brake diameter	15.4"	Rear brake diameter	15.8"
Rear frame height loaded	29.6"	Rear frame height unloaded	35.0"
Front track	74.8"	Rear track	74.0"
Vehicle turning radius	24.0'	Cab to axle	60.0"
Rear tire outside width	93.9"	Axle to end of frame	47.2"
Frame section modulus	12.7 cu.in.	Frame yield strength (psi)	50000.0
Frame rail width	34.2"	Front bumper to front axle	38.3"
Front bumper to back of cab	146.3"		

Interior Measurements

Max interior rear cargo volume	31.6 cu.ft.	Interior rear cargo volume with seats folded	31.6 cu.ft.
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Interior Volume

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Selected Equip & Specs (cont'd)

Total passenger volume		116.0 cu.ft.	
Headroom			
Headroom first-row	40.8"	Headroom second-row	40.3"
Legroom			
Leg room first-row	43.9"	Leg room second-row	33.5"
Shoulder Room			
Shoulder room first-row	66.7"	Shoulder room second-row	65.8"
Hip Room			
Hip room first-row	62.5"	Hip room second-row	64.7"

Powertrain

Engine			
* Engine	Powerstroke 6.7L V-8 diesel direct injection, DEVCT intercooled turbo, diesel, engine with 330HP	* Valves per cylinder	4
Engine cylinders	V-8	Engine location	Front mounted engine
* Ignition	Compression ignition system	Engine mounting direction	Longitudinal mounted engine
Engine block material	Iron engine block	Cylinder head material	Aluminum cylinder head

Engine Specs			
* Displacement	6.7L	* cc	405.9 cu.in.
* Bore	3.9"	* Stroke	4.25"
* Compression ratio	15.2	SAEJ1349	AUG2004 compliant

Engine Power			
* Horsepower	330 HP@2200 RPM	* Torque	950 lb.-ft.@1800 RPM

Alternator			
* Alternator amps	250A	* Alternator type	Dual alternator
* Alternator rating	160A		

Battery			
* Battery amps	68Ah	* Battery type	Dual lead acid battery
Battery rating	750CCA	Battery run down protection	Battery run down protection

Engine Extras			
Radiator	Radiator	Auxiliary power take-off	Auxiliary power take-off
* Engine retarder	Engine retarder system		

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Price Level: 430 | Quote ID: QU33479

Selected Equip & Specs (cont'd)

Transmission

Transmission	10-speed automatic	Transmission electronic control	Transmission electronic control
Overdrive transmission	Overdrive transmission	Lock-up transmission	Lock-up transmission
First gear ratio	4.615	Second gear ratio	2.919
Third gear ratio	2.132	Fourth gear ratio	1.773
Fifth gear ratio	1.519	Sixth gear ratio	1.277
Reverse gear ratio	4.695	Seventh gear ratio	1
Eighth gear ratio	0.851	Ninth gear ratio	0.687
Tenth gear ratio	0.632	Stall ratio	1.97
Selectable mode transmission	Selectable mode transmission	Sequential shift control	SelectShift Sequential shift control
Transmission oil cooler	Transmission oil cooler	PTO transmission provision	PTO transmission provision

Drive Type

4WD type	Part-time 4WD	Drive type	Four-wheel drive
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Drivetrain

* Axle ratio	4.3
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Exhaust

Tailpipe	Stainless steel single exhaust
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Fuel

* Fuel type	diesel
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Fuel Tank

* DEF capacity	7.20 gal.	Fuel tank capacity	40.00 gal.
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Drive Feature

* Limited slip differential	Mechanical limited slip differential	Traction control	Driveline managed traction control
Locking hub control	Auto locking hub control	Transfer case	Electronic transfer case shift

Fuel Economy and Emissions

Fuel Economy

* Secondary fuel type	Diesel secondary fuel type
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Emissions

Emissions	Federal emissions
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Suspension and Handling

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Selected Equip & Specs (cont'd)

<i>Suspension</i>			
Suspension	Firm ride suspension	Front shock absorbers	Heavy-duty front shock absorbers
Rear shock absorbers	Heavy-duty rear shock absorbers		
<i>Driveability</i>			
<i>Brakes</i>			
Brake type	4-wheel disc brakes	Ventilated brakes	Front and rear ventilated disc brakes
ABS brakes	Four channel ABS brakes	ABS brakes	4-wheel antilock (ABS) brakes
<i>Brake Assistance</i>			
Hill start assist	Hill Start Assist	Brake assist system	Brake assist system
<i>Front Suspension</i>			
Front anti-roll	Front anti-roll bar	Suspension ride type front	Mono-beam rigid axle front suspension
<i>Front Spring</i>			
* HD front springs	Heavy-duty front springs	Springs front	Front coil springs
<i>Rear Spring</i>			
Springs rear	Rear leaf springs	Rear springs	Heavy-duty rear springs
<i>Rear Suspension</i>			
Rear anti-roll	Rear anti-roll bar	Suspension type rear	Leaf spring rear suspension
* Suspension ride type rear	Rigid axle rear suspension		
<i>Steering</i>			
Steering system	Hydraulic power-assist steering	Steering type	Re-circulating ball steering
Steering type number of wheels	2-wheel steering system		
<i>Exterior</i>			
<i>Front Wheels</i>			
Front wheels diameter	19.5"	Front wheels width	6"
<i>Rear Wheels</i>			
Rear wheels diameter	19.5"	Rear wheels width	6"
<i>Front And Rear Wheels</i>			

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Selected Equip & Specs (cont'd)

Appearance	argent	Material	steel
Front Tires			
Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
* Tread	AT	Type	LT
Width	225mm	* Front wheel - RPM	645
Rear Tires			
Aspect	70	Diameter	19.5"
Sidewalls	BSW	Speed	S
* Tread	AT	Type	LT
Width	225mm	* Rear wheel - RPM	645

Body Exterior

Trailer			
Towing wiring harness	Trailer wiring harness	Towing brake controller	Trailer brake controller
Towing trailer sway	Trailer sway control		
Exterior Features			
Number of doors	4 doors	* Running boards	Running boards
Front splash guards	Front splash guards	* License plate front bracket	Front license plate bracket
Body			
Body panels	Aluminum body panels with side impact beams		
Mirrors			
Convex spotter	Convex spotter in driver and passenger side door mirrors	Turn signal in door mirrors	Turn signal indicator in door mirrors
Tires			
Front tires LT load rating	G	Rear tires LT load rating	G
Wheels			
Dual rear wheels	Dual rear wheels		

Convenience

Door Locks			
Door locks	Power door locks with 2 stage unlocking	Keyfob door locks	Keyfob activated front door locks
All-in-one key	All-in-one remote fob and ignition key		

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Selected Equip & Specs (cont'd)

Cruise Control

Cruise control Cruise control with steering wheel mounted controls

Key Fob Controls

Fob remote vehicle controls FordPass Connect smart device vehicle start control

Rear View Mirror

Day/Night rearview mirror Day/Night rearview mirror

Exterior Mirrors

Door mirrors Power door mirrors Folding door mirrors Manual folding door mirrors
Heated door mirrors Heated driver and passenger side door mirrors

Front Side Windows

First-row windows Power first-row windows

Overhead Console

Overhead console Full overhead console Overhead console storage Overhead console storage

Passenger Visor

Visor passenger mirror Passenger visor mirror

Power Outlets

12V power outlets 2 12V power outlets

Rear Windshield

Rear windshield Fixed rear windshield

Storage

Number of beverage holders 8 beverage holders Beverage holders Front beverage holders
Beverage holders rear Rear beverage holders Glove box Illuminated locking glove box
Illuminated glove box Illuminated glove box Instrument panel storage Instrument panel covered bin
Dashboard storage Dashboard storage

Windows Feature

One-touch up window Driver and passenger one-touch up windows One-touch down window Driver and passenger one-touch down windows

Windows Rear Side

Second-row windows Power second-row windows

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Selected Equip & Specs (cont'd)

Miscellaneous

Trip computer
Upfitter switches
Over the air updates

Trip computer
Upfitter switches
Over the air updates

PRND in IP
Accessory power

PRND in IP
Retained accessory power

Comfort

Climate Control

Climate control
Rear under seat ducts
control ducts

Manual climate control
Rear under seat climate

Cabin air filter
Cabin air filter
* Supplemental in-cabin heater
Supplemental in-cabin heater

Headliner

Headliner material

Cloth headliner material

Headliner coverage

Full headliner coverage

Floor Trim

Floor covering

Full vinyl floor covering

Floor coverage

Full floor coverage

Second-Row Seat Trim

Rear seat upholstery Vinyl rear seat upholstery

Rear seatback upholstery
upholstery Carpet rear seatback

Steering Wheel

Steering wheel material Urethane steering wheel

Steering wheel telescopic
steering wheel

Manual telescopic

Steering wheel tilt Manual tilting steering wheel

Seats and Trim

Seat Capacity

Seating capacity 6

Front Seats

Front seat type Split-bench front seat

Driver seat fore/aft control Manual driver seat
fore/aft control

Split front seats 40-20-40 split-bench front seat

Passenger seat fore/aft control Manual passenger
seat fore/aft control

Front head restraint control Manual front seat
head restraint control

Armrests front storage Front seat armrest
storage

Driver seat direction Driver seat with 4-way
directional controls

Passenger seat direction Front passenger seat
with 4-way directional controls

Reclining passenger seat Manual reclining
passenger seat

Front head restraints Height adjustable front
seat head restraints

Armrests front center Front seat center armrest

Reclining driver seat Manual reclining driver seat

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Selected Equip & Specs (cont'd)

Rear Seats

Bench seats	Split-bench rear seat	Rear seats fixed or removable	Fixed rear seats
Folding second-row seats	60-40 folding rear seats	Rear seat direction	Front facing rear seat
Rear seat folding position cushion	Fold-up rear seat cushion	Rear head restraints	Height adjustable rear seat head restraints
Rear head restraint control	Manual rear seat head restraint control	Number of rear head restraints	3 rear seat head restraints

Lumbar Seats

Driver lumbar	Manual driver seat lumbar
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Front Seat Trim

Front seat upholstery	Vinyl front seat upholstery	Front seatback upholstery	Vinyl front seatback upholstery
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Interior Accents

Interior accents	Chrome interior accents
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Gearshifter Material

Gearshifter material	Urethane gear shifter material
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Entertainment Features

Displays

Primary touchscreen display	Primary touchscreen display	Number of first-row displays	2 total number of 1st row displays
Primary display size	8 inch primary display		

Radio Features

External memory control	SYNC 4 external memory control	Seek scan	Seek scan
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Speakers

Speakers	Standard grade speakers	Speakers number	6
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Audio Features

Steering mounted audio control	Steering wheel mounted audio controls	Speed sensitive volume	Speed sensitive volume
Voice activated audio	SYNC 4 voice activated audio controls	Wireless streaming	Wireless audio streaming

Lighting, Visibility and Instrumentation

Instrumentation

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Selected Equip & Specs (cont'd)

Trip odometer	Trip odometer	Instrumentation display	Digital/analog
		instrumentation display	
Configurable instrumentation gauges	Configurable instrumentation gauges		
Instrumentation Displays			
Temperature display	Exterior temperature display	Driver information center	Driver information center
Clock	In-radio display clock	Compass	Compass
Instrumentation Gauges			
Tachometer	Tachometer	Transmission temperature gauge	Transmission fluid temperature gauge
* Turbo gauge	Turbo/supercharger boost gauge	Engine/electric motor temperature gauge	Engine/electric motor temperature gauge
Gauge cluster display size (inches)	4.20	Engine hour meter	Engine hour meter
* DEF fluid gauge	Diesel exhaust fluid (def) gauge		
Instrumentation Warnings			
Engine temperature warning	Engine temperature warning	Oil pressure warning	Oil pressure warning
Low fuel warning	Low fuel warning	Low brake fluid warning	Low brake fluid warning
Battery charge warning	Battery charge warning	Headlights on reminder	Headlights on reminder
Key in vehicle warning	Key in vehicle warning	Door ajar warning	Door ajar warning
Service interval warning	Service interval indicator	* Low diesel exhaust fluid (DEF) warning	Low diesel exhaust fluid (DEF) warning
Glass			
Tinted windows	Light tinted windows		
Headlights			
Headlights	Halogen headlights	Headlight type	Reflector headlights
Auto headlights	Autolamp auto on/off headlight control	Multiple headlights	Multiple enclosed headlights
Delay off headlights	Delay-off headlights	DRL preference setting	DRL preference setting
Front Windshield			
Wipers	Variable intermittent front windshield wipers		
Interior Lighting			
Illuminated entry	Illuminated entry	Variable panel light	Variable instrument panel light
Front reading lights	Front reading lights		

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Selected Equip & Specs (cont'd)

Lights

Running lights	Daytime running lights	Interior courtesy lights	Fade interior courtesy lights
Clearance lights	Cab clearance lights	Perimeter approach lighting	Remote activated perimeter approach lighting

Technology and Telematics

Connectivity

Handsfree SYNC 4 handsfree wireless device connectivity	Smart device integration	Smart device wireless mirroring
Emergency SOS SYNC 4 911 Assist emergency SOS system via mobile device		

Internet Access

Internet access	FordPass Connect 5G mobile hotspot internet access
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USB Ports

USB ports	2 USB ports
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Safety and Security

Airbags

Front impact airbag driver	Driver front impact airbag	Number of airbags	6 airbags
Front impact airbag passenger	Cancellable front passenger air bag	Front side impact airbag driver	Seat mounted side impact driver airbag
Front side impact airbag passenger	Seat mounted side impact front passenger airbag	Overhead airbags	Safety Canopy System curtain first and second-row overhead airbags

Seatbelts

Height adjustable seatbelts	Front height adjustable seatbelts
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Security System

Immobilizer	SecuriLock immobilizer	Remote panic alarm	Remote panic alarm
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Active Driving Assistance

Lane departure	Lane Departure Warning	Forward collision warning	Pre-Collision Assist with Automatic Emergency Braking (AEB) forward collision mitigation
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Cameras

* Rear camera	Rear mounted camera
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2024 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 430 | Quote ID: QU33479

As Configured Vehicle

Code	Description
Base Vehicle	
X5H	Base Vehicle Price (X5H)
Packages	
660A	Order Code 660A Includes: - Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road. - Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included. - HD Vinyl 40/20/40 Split Bench Seat Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar. - Radio: AM/FM Stereo w/MP3 Player Includes 6 speakers. - SYNC 4 Communications & Entertainment System Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.
Powertrain	
99T	Engine: 6.7L 4V OHV Power Stroke V8 Turbo Diesel B20 Includes Operator Commanded Regeneration (OCR), Diesel Exhaust Fluid (DEF) tank, intelligent oil-life monitor and manual push-button engine-exhaust braking. Includes: - Dual 68 AH/65 AGM Battery
44G	Transmission: TorqShift 10-Speed Automatic 10R140 with neutral idle. Includes SelectShift and selectable drive modes: normal, tow/haul, eco, slippery roads and off-road.
X4L	Limited Slip w/4.30 Axle Ratio
68M	GVWR: 19,500 lb Payload Plus Upgrade Package Includes upgraded frame, rear-axle and low deflection/high capacity rear springs. Increases max RGAWR to 14,706 lbs. Note: See Order Guide Supplemental Reference for further details on GVWR.
Wheels & Tires	
TGK	Tires: 225/70Rx19.5G BSW Traction (TGK) Includes 4 traction tires on the rear and 2 traction tires on the front. Not recommended for over the road applications; could incur irregular front tire wear and/or NVH.
64Z	Wheels: 19.5" x 6" Argent Painted Steel Hub covers/center ornaments not included.

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2024 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 430 | Quote ID: QU33479

As Configured Vehicle (cont'd)

Code	Description
Seats & Seat Trim	
A	HD Vinyl 40/20/40 Split Bench Seat <i>Includes center armrest, cupholder, storage, 2-way adjustable driver/passenger headrests and driver's side manual lumbar.</i>
Other Options	
PAINT	Monotone Paint Application
168WB	168" Wheelbase
STDRD	Radio: AM/FM Stereo w/MP3 Player <i>Includes 6 speakers.</i> <i>Includes:</i> - SYNC 4 Communications & Entertainment System <i>Includes enhanced voice recognition, 911 Assist, 8" LCD center stack screen, AppLink, 1 smart-charging USB port and trailer brake controller.</i>
67P	Extra Heavy-Duty Front End Suspension - 7,500 GAWR <i>Includes upgraded front axle and max 7,500 lbs. Front springs/GAWR rating for configuration selected. Incomplete vehicle package - requires further manufacture and certification by a final stage manufacturer.</i>
535	High Capacity Trailer Tow Package <i>Includes trailer brake wiring kit. Increases GCW from 32,500 lbs. to 40,000 lbs. Note: Salesperson's Portfolio or Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability. See Supplemental Reference for vehicle height consideration.</i>
86M	Dual 68 AH/65 AGM Battery
67B	410 Amp Dual Alternators <i>Includes 250 Amp + 160 Amp.</i>
18B	Platform Running Boards
153	Front License Plate Bracket Standard in states requiring 2 license plates and optional to all others.
872	Rear View Camera & Prep Kit <i>Pre-installed content includes cab wiring and frame wiring to the rear most cross member. Upfitters kit includes camera with mounting bracket, 20' jumper wire and camera mounting/aiming instructions.</i>
41A	Rapid-Heat Supplemental Cab Heater <i>Includes:</i> - 410 Amp Dual Alternators <i>Includes 250 Amp + 160 Amp.</i>

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As Configured Vehicle (cont'd)

Code	Description
Fleet Options	
WARANT	Fleet Customer Powertrain Limited Warranty Requires valid FIN code. <i>Ford is increasing the 5-year 60,000-mile limited powertrain warranty to 5-years, 100,000 miles. Only Fleet purchasers with a valid Fleet Identification Number (FIN code) will receive the extended warranty. When the sale is entered into the sales reporting system with a sales type fleet along with a valid FIN code, the warranty extension will automatically be added to the vehicle. The extension will stay with the vehicle even if it is subsequently sold to a non-fleet customer before the expiration. This extension applies to both gas and diesel powertrains. Dealers can check for the warranty extension on eligible fleet vehicles in OASIS. Please refer to the Warranty and Policy Manual section 3.13.00 Gas Engine Commercial Warranty. This change will also be reflected in the printed Warranty Guided distributed with the purchase of every new vehicle.</i>
Emissions	
425	50-State Emissions System
Exterior Color	
Z1_01	Oxford White
Interior Color	
AS_03	Medium Dark Slate w/HD Vinyl 40/20/40 Split Bench Seat
Upfit Options	
164-R8130	Ignition Key

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Warranty

Standard Warranty

Basic Warranty

Basic warranty 36 months/36,000 miles

Powertrain Warranty

Powertrain warranty 60 months/60,000 miles

Corrosion Perforation

Corrosion perforation warranty 60 months/unlimited

Roadside Assistance Warranty

Roadside warranty 60 months/60,000 miles

Additional Warranty

Diesel Engine Warranty

Diesel engine warranty 60 months/100,000 miles

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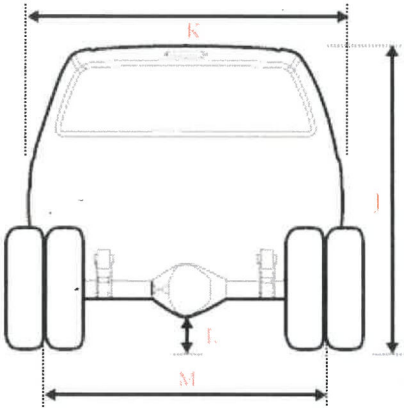
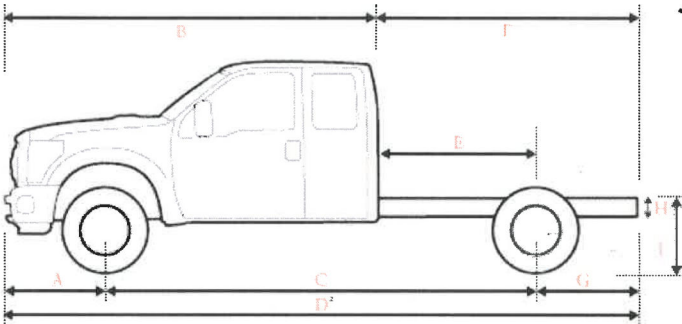
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Vehicle Dimension and Performance Summary

Performance predictions in this report represent an estimate of vehicle performance based on standard operating conditions. Variations in customer equipment, load configuration, ambient conditions, and/or operator driving techniques can cause significant variations in vehicle performance. These values are not representative of results that may be shown in actual dynamometer tests. This report should therefore be used as a guide for comparative vehicle performance.



Dimensions

A	Front of Bumper to Front Axle	38.30 in.
B	Front Bumper to Back of Cab (BBC)	146.30 in.
C	Wheelbase (WB)	168.00 in.
D	Overall Length (OAL)	253.30 in.
E	Back of Cab to Rear Axle (CA)	60.00 in.
F	Back of Cab to End of Frame	107.20 in.
G	Rear Axle to End of Frame (AF)	47.20 in.
H	Frame Section Height	N/A
I	Rear Frame Height Unloaded	35.00 in.
I	Rear Frame Height Loaded	29.60 in.
J	Cab Height	82.50 in.
K	Body Width	80.00 in.
L	Maximum Ground Clearance	N/A
L	Minimum Ground Clearance	8.60 in.
M	Front Tread	74.80 in.
M	Rear Tread	74.00 in.

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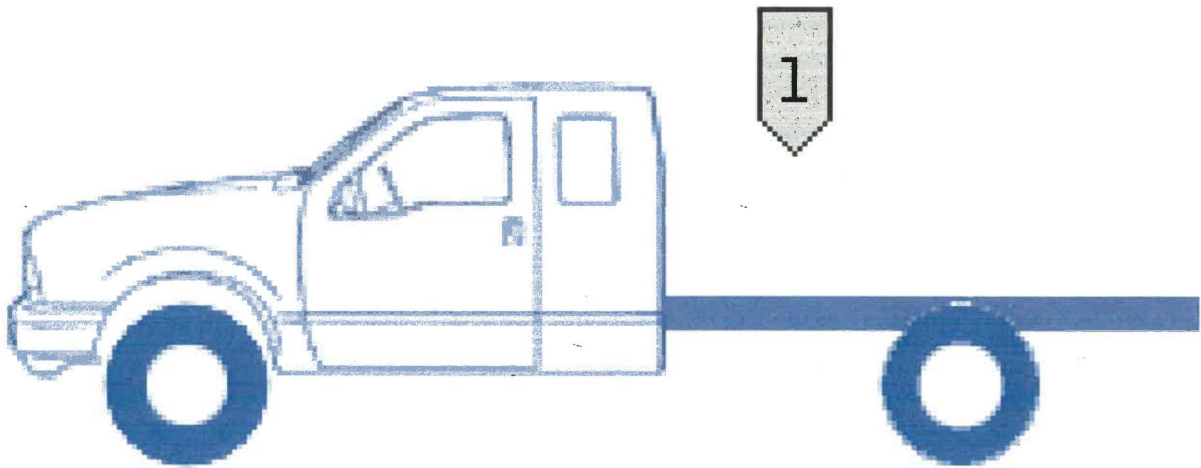


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Vehicle Dimension and Performance Summary (cont'd)



Weight

GVW	Front Axle	Rear Axle	Totals
Chassis	4,726 lbs	3,349 lbs	8,075 lbs
Body	0 lbs	0 lbs	0 lbs
Occupants Weight	600 lbs	300 lbs	900 lbs
1 Max Payload - (Max Payload)	2,174 lbs	11,057 lbs	13,231 lbs
TOTAL	7,500 lbs	14,706 lbs	22,206 lbs

Ratings	Front Axle	Rear Axle	GVWR
GAWR	7,500 lbs	14,706 lbs	19,500 lbs
Wheels/Tires	7,500 lbs	15,000 lbs	
Suspension	7,500 lbs	14,706 lbs	
Axle	7,500 lbs	14,706 lbs	
Legal Axle Limit	0 lbs	0 lbs	

Prepared for: Nathan Weber

Terex

Prepared by: Mike Johnson

10/07/2024



Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

2024 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

Price Level: 430 | Quote ID: QU33479

Vehicle Dimension and Performance Summary (cont'd)

Start, Grade and Speed

Start	Ratio	Desired	Calculated
Start grade capability in 1st gear	4.62	15.00 %	57.40 %
Start grade capability in reverse	4.70	15.00 %	58.40 %
Grade	Ratio	Desired	Calculated
Maximum grade in 8th gear	0.85	3.00 %	10.75 %
Maximum grade in 9th gear	0.69	3.00 %	8.68 %
Maximum grade in 10th gear	0.63	3.00 %	7.98 %
Speed		Desired	Calculated
Top Speed (level grade)		75 mph	90 mph
To meet your requirement you need a maximum axle ratio of 5.18			
Top Speed on 3% grade		55 mph	
To meet your requirement you need a maximum of 123 hp			
Cruise Speed		60 mph	79 mph
Engine RPM at desired cruise speed			1,753 rpm

Variables in Use

Start

Rear axle ratio:	4.30	Clutch engagement torque:	475 ft.lbs.
Tire size:	225/70R19.5 (645 rev/mile)	Torque conversion ratio:	1.97
Gross Vehicle Weight (GVW):	19,500 lbs		

Grade

Rear axle ratio:	4.30	Gross Vehicle Weight (GVW):	19,500 lbs
Tire size:	225/70R19.5 (645 rev/mile)	Peak engine torque:	950 ft.lbs.

Speed

Engine Power:	330 hp @ 2,200 rpm	Worst road surface	Typical Highway
Governed RPM:	2,640 rpm	Final Drive Ratio:	0.63
Frontal Area:	40.83 Sq.Ft.	Drag Coefficient	0.80
Cruising RPM	2,300 rpm		

Prepared for: Nathan Weber

Terex

Prepared by: Mike Johnson

10/07/2024



Watertown Ford | 1600 9th Avenue SE Watertown South Dakota | 572015305

2024 F-550 Chassis 4x4 SD Super Cab 168" WB DRW XL (X5H)

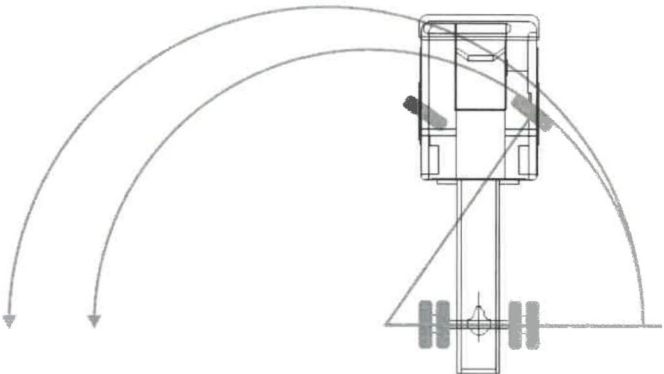
Price Level: 430 | Quote ID: QU33479

Vehicle Dimension and Performance Summary (cont'd)

Turning Radius

Turning Radius

24.05 ft

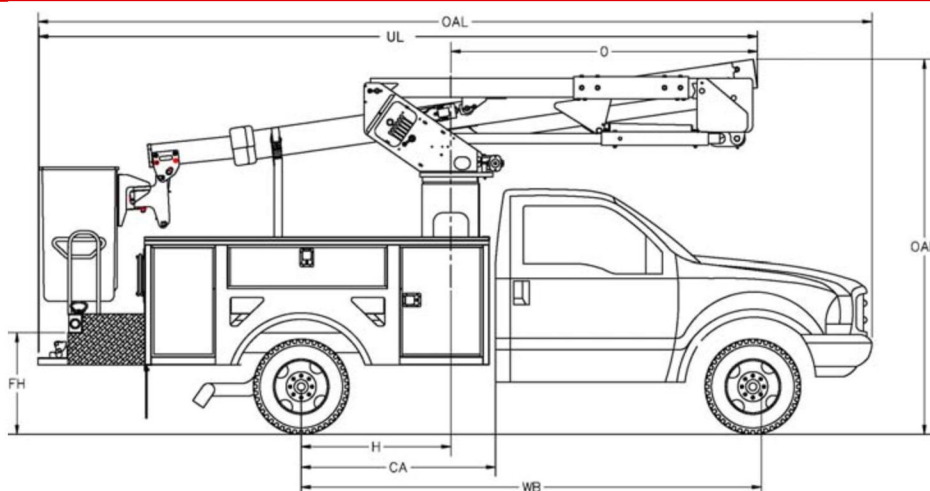


LT SERIES

Hi-Ranger Telescopic Aerial Device

AERIAL DEVICES

Terex® Hi-Ranger Aerial Devices are known throughout the industry. They come with a long history featuring quality and innovative design.



MEASUREMENTS	LT40
Typical Frame Height (FH)	32 in. (81.3 cm)
Typical Cab Height (CH)	78 in. (198.1 cm)
Offset (O)	108 in. (274.0 cm)
Overall Height (OAH)	9' 9" (3.0 m)
Overall Length (OAL)	21' 10" (6.7 m)
Unit Length (UL)	19' 7" (6.0 m)
Center of Rotation (H)	46 in. (116.8 cm)
Cab to Axle (CA)	60 in. (152.4 cm)
Wheel Base (WB)	141 in. (358.0 cm)
Front Axle (FA)	7,000 lb. (3,175 kg)
Rear Axle (RA)	11,000 lb. ((4,990 kg)
Gross Vehicle Weight Rating (GVWR)	15,000 lb. (6,803 kg)
Recommended Weight for Stability (With Torsion Bars)	13,000 lb. (5,897 kg)
Frame Section Modulus	9.75 in ³
Frame Yield Strength	36,000 psi
Frame RBM	350,000 in-lbs


TEREX®

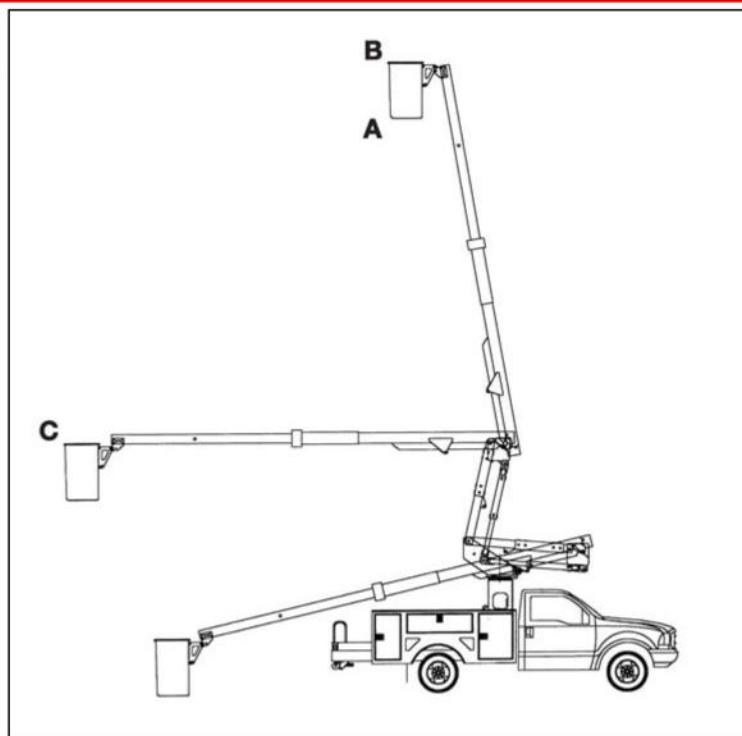
500 Oakwood Road
PO BOX 1150
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USA

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Fax: (605) 882-1842
www.terexutilities.com
Email: utilities.info@terex.com

Distributed By:

STANDARD EQUIPMENT

- End Mounted 24 x 30 x 42" One Person Platform
- Platform Capacity, *See Chart Below.*
- 4-Function Single Stick
- Safety Harness With Attached Lanyard
- Continuous Unrestricted Worm Gear Rotation
- Category "C" Rating Per ANSI A92.2
- Rectangular, Bi-Axial Epoxy Resin, Filament Wound Fiberglass Booms
- Full Pressure Controls on Side of Platform
- Individual Lever Lower Controls
- Platform Tilt Control At Upper and Lower Controls
- Hydraulic Tool Outlets
- Engine Stop / Start
- Hydraulic Platform Leveling
- Steel Main Boom with Fiberglass Insert
- Fiberglass Second Section Boom
- Fiberglass Lift Boom Insert
- Full Pressure, Open-Center Hydraulic System
- 8 Gallon Pedestal Mounted External Tank
- Padded Boom Rest
- Hydraulic Platform Rotator
- Truck Level Indicator
- Finish Painted



CAPACITIES AND DIMENSIONAL DATA (Based on a 40 Inch Frame Height)

	Bottom of Platform Height (A)	Working Height (B)	Horizontal Reach (C)	Boom Travel		Platform Capacity
				Lower Boom	Upper Boom	
LT40 without outriggers	40.6 ft (12.4 m)	45.6 ft (13.8 m)	26.6 ft (8.1 m)	0 to 72°	-14 to 80°	400 lbs. (181.0kg)
LT40 without outriggers	40.6ft (12.4 m)	45.6 ft (13.8 m)	27.9 ft (8.5 m)	0 to 81°	-14 to 80°	350 lbs. (159.0kg)
LT40 with outriggers	40.6 ft (12.4 m)	45.6 ft (13.8 m)	29.4 ft (9.0 m)	0 to 90°	-14 to 80°	400 lbs. (181.0kg)

OPTIONAL EQUIPMENT

- Various Platform Covers
- Liners With or Without Steps
- Auxiliary Power
- Auxiliary Let Down System
- 20 Gallon Remote Oil Reservoir
- Boom Overstow Protection
- Boom Stow Interlock
- Outrigger Sag Light
- Various Types of Outriggers
 - Moving Outrigger Alarm
 - Boom Interlock
- Truck Grounding Cable & Clamp
- Hybrid Enable
- HyPower™ Hybrid System by Terex®
- Automatic Boom Latch

Effective Date: September 2018. Product specifications and prices are subject to change without notice or obligation. The photographs and/or drawings in this document are for illustrative purposes only. Refer to the appropriate Operator's Manual for instructions on the proper use of this equipment. Failure to follow the appropriate Operator's Manual when using our equipment or to otherwise act irresponsibly may result in serious injury or death. The only warranty applicable to our equipment is the standard written warranty applicable to the particular product and sale and Terex makes no other warranty, express or implied. Products and services listed may be trademarks, service marks or trade-names of Terex Corporation and/or its subsidiaries in the USA and other countries. All rights are reserved. Terex® is a registered trademark of Terex Corporation in the USA and many other countries. Copyright 2018 Terex Corporation.

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Sourcewell.

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to help you every step of the way.
Contact us for more information.



sourcewell-mn.gov

service@sourcewell-mn.gov

877-585-9706

City of Oregon City

Account # 2371

A handwritten signature in black ink, appearing to read "Chad Coauette", is written over a horizontal line.

Dr. Chad Coauette, PhD, Executive Director/CEO



CITY OF OREGON CITY

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

To:	City Commission	Agenda Date:	November 6, 2024
From:	Dayna Webb, Public Works Director		

SUBJECT:

Item 7.e. - Change Order #1 for the Barclay Hills Storm Improvements Project (CI 23-014)

STAFF RECOMMENDATION:

Authorize the City Manager to execute Change Order No. 1 in the amount of \$57,702.62 for the Barclay Hills Storm Improvements project (CI 23-014).

EXECUTIVE SUMMARY:

Change Order No. 1 for modifications to the Barclay Hills Storm Improvements project. All contract changes represent work additions totaling \$57,702.62.

BACKGROUND:

In January 2024, the City contracted with 3J Consulting, Inc. to complete design and construction of the Barclay Hills Storm Improvements. The project will armor the drainage channel and stabilize the existing slope along several properties on Peter Skeene Way.

On July 9, 2024, the City entered into a Public Improvement Contract with Suulutaaq, Inc., in the amount of \$173,125.00 to construct the Barclay Hills Storm Improvements project.

The Barclay Hills Storm Pond Improvements Project includes work to the storm water detention pond (next to the Barclay Hills Sanitary Sewer Pump Station). The drainage channel has been experiencing scouring which is undermining the slope in the backyards of several residences on Peter Skeene Way. The project will address the scouring by armoring the channel and stabilizing the toe on the slope along the properties. This area was evaluated and reconfigured, to provide maximum storage and proper discharge of excess storm water.

The project site consists of steep slopes and narrow access routes that limit access to foot traffic only during the site investigation and design phases. The site is located in a Geologic Hazard Slope Buffer Area, with slopes typically at 1:1 or steeper towards the channel. This is not a stable slope for soil and will erode during storm events. Dense blackberries are present throughout the site but were partially cleared to allow land surveying to occur during the design phase. Civil and Geotechnical observations were made at this time. There were areas of erosion noted, including vertical scarps up to 6 feet tall, and these continued to expand during the design process, which supports both residential structures and a sanitary pump station, highlighting the severity of the project and the need to stabilize the channel and hill side. Fully clearing the site was not recommended during the design phase due to the erosion concerns and the worry about exacerbating the issue prior to construction to

stabilize the slopes. Additionally, work within the channel may only occur during the in-water work window, July 15 to August 31.

Once the construction contract was awarded and we were within the in-water work window, the contractor cleared the site of vegetation and work began to excavate loose materials, import rock and stabilize the hillside. In the plans, the areas of excavation were limited to the toe of the pond berm, and the downstream end of the project. Once the toe of the pond berm was excavated to remove the loose materials, it was observed that the loose materials extended beyond the pond berm and along the side of the channel. This included an area larger than the plans identified for excavation and embankment. Installing stone embankment without removing the loose materials in these areas would not be stable and would promote significant soil movement. At that time, the project team recommended additional areas of excavation, which also required additional stone embankment. The work was completed, and the area is currently stabilized.

Change Order No. 1 for a total of \$57,702.62 includes the following:

- \$8,202.32 for Additional Stone Embankment
- \$49,499.70 for Additional Excavation

During this project, the City has added work items, all of which provide value to the community. The original contract price was awarded at \$172,125.00. The net increase of Change Orders No. 1 is \$57,702.62, resulting in a contract price with change orders equal to \$230,827.62, which represents a 33.3 percent contract increase. The stormwater fund has adequate funding to support this change order.

The project team will be completing a lessons-learned workshop on this project, to allow us to better plan for future stormwater outfall projects. Stormwater projects tend to be more difficult, as they are often in areas with steep slopes, are heavily vegetated, and behind residential areas with limited access to them.

OPTIONS:

1. Approve Change Order #1 for the Barclay Hills Storm Improvements Project (CI 23-014).
2. Approve Change Order #1 for the Barclay Hills Storm Improvements Project (CI 23-014) with Amendments.
3. Deny Change Order #1 for the Barclay Hills Storm Improvements Project (CI 23-014) and provide further direction.

BUDGET IMPACT:

Amount	\$57,702.62
Fiscal Year(s):	2024/25
Funding Source(s):	Storm Fund

CHANGE ORDER

DATE OF ISSUANCE September 01, 2024 EFFECTIVE DATE September 05, 2024 No. 01

PROJECT: Barclay Hills

OWNER City of Oregon City

CONTRACTOR Suulutaag Inc.

Contract: 23-014 Barclay Hills Storm Pond and Drainage

OWNER's Contract No. 011514

ENGINEER's Project No. 20659.10

ENGINEER Chase Welborn, 3J Consulting Inc.

You are directed to make the following changes in the Contract Documents.
Description:

The following is a general example of the write up needed to justify a change order. This can either be included in this form, or as a separate memo to be attached to this form.

Item 1.1 – Stone Embankment the quantities were more than in the original bid.

Item 1.2 – Additional Excavation as directed by the Engineer on site.

You are directed to make the following changes in the Contract Documents.

Item 1.1: Stone Embankment

Description: Placing more Class 50 Rip Rap in the Barclay Hills Project.

Reason for Change Order: Once the vegetation was removed there were additional areas that the Engineer wanted excavated out and more rip rap placed in drainage areas. As a result of the need for further excavation being done on the project, the need to increase stone embankment was needed to cover the bare ground. The bid item and payment provisions are warranted to accommodate the unforeseen conditions of the project.

Change in Contract Price: Work under Change Order Item 1.1 will be paid at the agreed unit change order price for the new Bid Item 146.47. A calculated quantity of 56 CY of rock removal is assumed to complete the project. Total increase in contract price is \$8,202.32.

Item 1.2: Additional Excavation

Description: City Hired Engineer on site directed contractor to excavate increased areas within the project.

Reason for Change Order: There were three areas of concern with the Engineer on site-1 in the area of bank along the containment pond needed further excavation to reduce the risk of a slide of the unstable embankment. 2nd area was to reduce the slope into the drainage area. 3rd location was the swamp or wet area in the project. All of these areas were further excavated by the Engineer to reach stable ground. All material was then hauled out and loaded onto a truck and dumped at a commercial location.

A new bid item is created to measure and pay for this work:

Bid Item CO1.2 – Additional Excavation. 54 CY @ \$1194.45 CY = \$64,500.30

This change also results in a quantity addition of Bid Item Excavation over the project estimated amount.

ENGINEER's Note:

Bid item #1, "Extra Work As Authorized" in the amount of \$15,000 will be used to partially pay for these items, with the remaining \$57,702.62 Being paid under the Change Order No. 1 contract increase.

A list of the affected bid items and resultant change is provided below:

Reason for Change Order:

CHANGE IN CONTRACT PRICE:	CHANGE IN CONTRACT TIMES:
Original Contract Price: \$173,125.00	Original Contract Times: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net Increase from previous Change Orders No. _____ to No. _____: \$0	Net change from previous Change Orders No. 0 to No. _____: Substantial Completion: 0 Ready for final payment: 0 (days)
Contract Price prior to this Change Order: \$173,125.00	Contract Times prior to this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days or dates)
Net Increase of this Change Order: \$57,702.62	Net Increase (Decrease) of this Change Order: Substantial Completion: _____ Ready for final payment: _____ (days)
Contract Price with all approved Change Orders: \$230,827.62	Contract Times with all approved Change Orders: Substantial Completion: _____ Ready for final payment: _____ (days or dates)

RECOMMENDED:

By: [Signature]
ENGINEER (Authorized Signature)

Date: Oct. 28, 2024

APPROVED:

By: _____
OWNER (Authorized Signature)

Date: _____

ACCEPTED:

By: [Signature]
CONTRACTOR (Authorized Signature)

Date: OCT 28, 2024

EJCDC No. 1910-8-B (1996 Edition)

Prepared by the Engineers Joint Contract Documents Committee and endorsed by The Associated General Contractors of America and the Construction Specifications Institute.

SECTION III A **CONTRACT AGREEMENT**

This Agreement made and entered into this 9th day of July, 2024, between the CITY OF OREGON CITY ("CITY"), acting by and through the City Commission and SUULUTAAQ, INC. ("CONTRACTOR").

Witnesseth, that the CONTRACTOR and the CITY, for the considerations stated herein, agree as follows:

ARTICLE I - Scope of Work

The CONTRACTOR hereby agrees to furnish all of the materials, equipment and labor necessary, and to perform all of the work for the project entitled: **BARCLAY HILLS STORM POND AND DRAINAGE IMPROVEMENTS PROJECT (CI 23-014)** in accordance with the contract documents which are hereby made a part of this agreement.

The contract documents consist of:

Invitation to Bid Scope of Work Instructions to Bidders Bid Submittal Requirements and Forms Contract Agreement Oregon City Public Improvement Standard Conditions Statutory Conditions to Contract Agreement Performance Bond Payment Bond State of Oregon Statutory Public Works Bond General Conditions	Prevailing Wage Rates for Public Works Contracts in Oregon, dated January 5, 2024 Amendments to the Prevailing Wage Rates for Public Works Contracts in Oregon dated April 5, 2024 Prevailing Wage Apprenticeship Rates dated April 5, 2024 Definitions of Covered Occupations for Public Works Contracts in Oregon dated July 1, 2018 Special Provisions Contract Drawings City of Oregon City Standard Details3333 Technical Specifications 2021 Oregon Standard Specifications for Construction (ODOT and APWA) as referenced by these documents All items included within these Contract Documents.
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The order of items cited above does not constitute an order of precedence different than that established in the special or standard specifications. Equivalent titles, which may be substituted for the above listed items, are included as if specifically named.

ARTICLE II - Time of Completion

The project shall be substantially complete by August 31, 2024, and ready for final acceptance by September 30, 2024 as identified in 00180.50(b) of the Special Provisions.

ARTICLE III – Contract Amount

The Contract Amount for the work covered by this Agreement is estimated to be **one hundred seventy-three thousand, one hundred twenty-seven and forty-nine cents (\$173,127.49)**.

ARTICLE IV - Warranty and Quality of Work

In addition to all other warranties, express or implied, that are part of this Agreement, the Contractor expressly warrants to the City for a period of one year from acceptance of the work by the City that all materials and equipment furnished under this contract will be new, unless otherwise specified, and that the work will be of good quality, free from faults and defects and in conformance with the City's specifications. Work that does not conform to these standards shall be considered defective.

Contractor shall, at its own expense, make good and repair any and all defects arising from faulty workmanship or materials, if the defective work is discovered within the one-year warranty period and notice thereof is given to the Contractor within 60 days after the expiration of the warranty period. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used to repair the defect.

In witness whereof, the parties hereto have executed this agreement, the day and year first above written.

CITY OF OREGON CITY

By: Anthony J Konkol III
Anthony J Konkol III (Jul 19, 2024 13:18 PDT)
Anthony J. Konkol III
City Manager

By: John Lewis
John Lewis (Jul 23, 2024 16:16 PDT)
John M. Lewis, P.E.
Public Works Director

Approved as to Legal Sufficiency

By: Bill Kabeiseman
Bill Kabeiseman (Jul 19, 2024 13:28 PDT)
City Attorney

City Commission Award Date:

July 09, 2024

CONTRACTOR NAME

Suulutaaq, Inc.
Printed Name

By: John Hurd
John Hurd (Jul 22, 2024 10:01 PDT)
Authorized Signature

President
Title

Jul 22, 2024
Date

Address:
5250 High Banks Rd #650
Springfield, OR 97478

20-8191041
Federal Taxpayer ID Number



CITY OF OREGON CITY

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

To: City Commission **Agenda Date:** November 6, 2024
From: Shaun Davis, Police Chief

SUBJECT:

Item 7.f. - Equipment Purchase using DOJ DEA Asset Forfeiture and Equitable Sharing Funds

STAFF RECOMMENDATION:

Staff recommend the City Commission approve the purchase of fifty (50) SIG Sauer M17 firearms package with DOJ DEA Asset Forfeiture and Equitable Sharing Funds

EXECUTIVE SUMMARY:

The police department needs to purchase fifty (50) SIG Sauer M17 firearms package to replace existing issued firearms and incorporate red dot optic technology to all sworn staff.

BACKGROUND:

The Oregon City Police currently issues Sig Sauer P320 handguns for all sworn staff as their department issued firearm. The current P320 platform uses traditional iron sights for shooting. However, with the emergence and improvement in red dot optics, many law enforcement agencies have transitioned or are in the process of transitioning to using this technology.

The benefits of red dot optics are paramount in a law enforcement application. First, the user has an improved field of view when firing as both eyes are open, which allows the shooter to better observe the environment, to include the threat itself and other secondary factors. The improved target awareness of having both eyes open allows officers to process more information and decreases the likelihood of a misidentified deadly force encounter. This can be especially applicable in conditions of low or altered light when using only a single eye further restricts the officer's field of view.

The use of red dot optics is an equitable platform that can accommodate employees with vision impairments, because only one eye is needed to operate the optic. With iron sights, a user must focus on the firearm's front sight post after making the decision to fire, and the environment can change during this transition of focus. The time for target acquisition when using a red dot optic is also improved compared to iron sights.

Finally, the ease of training with an optic requires less time and equipment from instructors when training a new user.

After discussions with multiple vendors, two quotes were obtained, and one vendor was not able to source the model of firearm or offer an exchange credit.

The SIG Sauer M17 package includes not only the new firearm and manufacture installed red dot optic, but it also encompasses an undermounted tactical light and an accompanying holster. As part of the purchasing agreement, the vendor has agreed to an exchange credit of \$301.50 for our existing inventory of issued P320 firearms. The quoted credit for an exchange of 50 firearms is \$15,075, which will offset the purchase price. Additionally, we will attempt to sell the used equipment, holsters and undermounted lights, which will offset the final purchase cost.

This purchase will be fully funded by DOJ DEA Asset Forfeiture and Equitable Sharing funds.

Asset Forfeiture and Equitable Sharing:

The Department of Justice's Asset Forfeiture Program encompasses the seizure, forfeiture, and disposition of assets that represent the proceeds of, or were used to facilitate, federal crimes.

One of the ancillary benefits of asset forfeiture is the potential to share federal forfeiture proceeds in appropriate cases with cooperating state, local, and tribal law enforcement agencies through equitable sharing. Through equitable sharing, any state, local, or tribal law enforcement agency that directly participates in a law enforcement effort that results in a federal forfeiture may request an equitable share of the net proceeds of the forfeiture. Officer Pohl and K9 Grendel participate in this program on behalf of OCPD.

Funds awarded through the Equitable Sharing Program to state and local law enforcement agencies provide valuable training and resources and life-saving equipment to law enforcement agencies without burdening taxpayer dollars.

As external threats and environments are continually changing, it is important to keep the department up to date with technology and provide officers with the equipment necessary to protect themselves and the community in ever-changing, more intense conditions they encounter on a daily basis.

OPTIONS:

1. Approve Equipment Purchase using DOJ DEA Asset Forfeiture and Equitable Sharing Funds.
2. Deny Equipment Purchase using DOJ DEA Asset Forfeiture and Equitable Sharing Funds and provide further direction.

BUDGET IMPACT:

Amount	\$48,920.00
Fiscal Year(s):	FY24-25
Funding Source(s):	DOJ DEA Asset Forfeiture and Equitable Sharing Funds

ORDER

QUOTE

QUOTE#	PAGE
701728	1
SHIP DATE	
A.S.A.P.	

SOLD
TO

OREGON CITY POLICE DEPARTMENT
 625 CENTER STREET
 PO BOX 3040
 OREGON CITY OR 97045

SHIP
TO

OREGON CITY POLICE DEPARTMENT
 ATTN: KELLY DILBECK
 1234 LINN AVE
 OREGON CITY OR 97045

503-655-0530

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	10/25/24	010148	A	MIKE RUSSELL	F-2D FOB ORIGIN	
QTY. ORDER	ITEM NO./DESC.			UNIT PRICE	UOM DISC.	NET PRICE
50	WM179PBLKRM17-X SIG LE M17 9MM 4.7" BLK 17RD ROMEOM17 (WM17-9-PRO-BLK-RM17)			1,008.50	EA .00	50,425.00
50	SOF2R100 SIG FOXTROT2R MNT LGT 700LUM BLK RECHARGABLE			110.85	EA .00	5,542.50
44	HOL-320AGHKITRH SIG HOLSTER KIT AGH RH (HOL-320-ALIENGear-KIT-RH)			160.55	EA .00	7,064.20
6	HOL-320AGHKITLH SIG HOLSTER KIT AGH LH (HOL-320-ALIENGear-KIT-LH)			160.55	EA .00	963.30
50	TRADES CREDIT FOR TRADES-IF NOT SENT AS SPECIFIED, MAY BE REDUCED TRADES DESCRIBED AS: (50) Sig Sauer P320 9MM Professional, Black, Striker, X-Ray 3, Mod Poly X Grip, 17Rd Steel Magazine, Optic Ready, Long Dust Cover, 4.5 In. -SKU# W320F-9BXR3-LDC-PRO -Approximately 4 years old -All guns are in good working condition, there are no			301.50-	EA .00	15,075.00CR
	COMMENT					
	TERMS					

PROFORCE
LAW ENFORCEMENT

2625 Stearman Drive, Ste A, Prescott, AZ 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

ORDER**QUOTE****QUOTE#****PAGE**

701728

2

SHIP DATE

A.S.A.P.

**SOLD
TO**

OREGON CITY POLICE DEPARTMENT
625 CENTER STREET
PO BOX 3040
OREGON CITY OR 97045

**SHIP
TO**

OREGON CITY POLICE DEPARTMENT
ATTN: KELLY DILBECK
1234 LINN AVE
OREGON CITY OR 97045

503-655-0530

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	10/25/24	010148	A	MIKE RUSSELL	F-2D FOB ORIGIN	
QTY. ORDER	ITEM NO./DESC.			UNIT PRICE	UOM DISC.	NET PRICE
	missing parts, and no department markings **OFFICER BUYBACK PRICE \$376.88 + \$15.95 SHIPPING** ***AGENCY RESPONSIBLE FOR TRADE FREIGHT FEES TO PROFORCE IMPORTANT NOTICES: This quotation is based on the issuance of a department purchase order and F.E.T. form. ATF or the manufacturer may require additional forms. Sample forms may be found at: http://www.ProForceonline.com/forms.html Standard Terms are Net 30 days. If department policy does not allow for partial shipments and payments, separate purchase orders for each item will be necessary. Standard manufacturer's warranty applies to all department This quote is valid for 45 days, pending credit approval, and is subject to manufacturer's availability and price change. Please call (800) 367-5855 if this bid is still pending on the expiration date for updated pricing. ProForce Law Enforcement agrees to defend, indemnify and hold harmless its customers from claims for personal					
	COMMENT					
	TERMS					

PROFORCE LAW ENFORCEMENT

2625 Stearman Drive, Ste A. Prescott, AZ 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

ORDER

QUOTE

QUOTE# PAGE

701728 3

SHIP DATE

A.S.A.P.

SOLD
TO

OREGON CITY POLICE DEPARTMENT
625 CENTER STREET
PO BOX 3040
OREGON CITY OR 97045

SHIP
TO

OREGON CITY POLICE DEPARTMENT
ATTN: KELLY DILBECK
1234 LINN AVE
OREGON CITY OR 97045

503-655-0530

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	10/25/24	010148	A	MIKE RUSSELL	F-2D FOB ORIGIN	

QTY. ORDER	ITEM NO./DESC.	UNIT PRICE	UOM DISC.	NET PRICE
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injury or property damages, to the extent arising from the negligent acts or omissions of ProForce Law Enforcement or its employees, agents or independent contractors.

ORDERING INSTRUCTIONS: Please reply to your sales representative in writing to process this order or send an email to sales@proforceonline.com. For orders over \$5,000, a PO or signed quote is required to process the order. Returned items are subject to 20% restocking fee. All sales are final on non-stocked/special order items
IMPORTANT: To order from this quotation, please sign below.

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Signature: _____

****PLEASE NOTE: WHEN SHIPPING TRADE GUNS, PLEASE SUPPLY A LETTER STATING THAT THE GUNS HAVE BEEN INSPECTED BY AN ARMORER AND THAT THEY ARE SAFE AND FUNCTIONAL. ALL CONFISCATED WEAPONS MUST BE CLEARED BY AN NCIC CHECK AND STATED ON YOUR PAPERWORK PRIOR TO SHIPPING TO PROFORCE. NO SATURDAY DELIVERIES. AN ADULT SIGNATURE IS REQUIRED.****

****PLEASE EMAIL THE COMPLETED TRADE WEAPONS FORM IN EXCEL**

COMMENT

TERMS

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LAW ENFORCEMENT2625 Stearman Drive, Ste A, Prescott, AZ 86301
Tel: 928-776-7192 Fax: 928-445-3468
email: sales@proforceonline.com www.proforceonline.com

O R D E R

Q U O T E

QUOTE# PAGE

701728 4

SHIP DATE

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SOLD
TOOREGON CITY POLICE DEPARTMENT
625 CENTER STREET
PO BOX 3040
OREGON CITY OR 97045SHIP
TOOREGON CITY POLICE DEPARTMENT
ATTN: KELLY DILBECK
1234 LINN AVE
OREGON CITY OR 97045

503-655-0530

JOB #	ORD. DATE	CUST.#	LOC.	SALESMAN	SHIP VIA	FRT.
NA	10/25/24	010148	A	MIKE RUSSELL	F-2D FOB ORIGIN	
QTY. ORDER	ITEM NO./DESC.			UNIT PRICE	UOM DISC.	NET PRICE
	FORMAT PRIOR TO SHIPPING THE TRADES TO PROFORCE LAW ENFORCEMENT.**					
	NOTE: PROFORCE LAW ENFORCEMENT DOES NOT ACCEPT CLASS III WEAPONS TRADES. PLEASE DO NOT SHIP ANY CLASS III WEAPONS TO PROFORCE REGARDLESS OF THE CIRCUMSTANCES.					
	IMPORTANT: TRADE GUNS ARE TO BE DELIVERED AT THE DEPARTMENT'S EXPENSE WITHIN 120 DAYS OF ACCEPTANCE OF NEW PRODUCT. DELIVERY ADDRESS TO BE PROVIDED BY PROFORCE INSIDE SALES REPRESENTATIVE. PLEASE CONFIRM ADDRESS BEFORE SHIPPING TRADES.					
	DOES TRADE INCLUDE OFFICER					
	COMMENT FOR: KELLY DILBECK BY: DANNY GONZALES TERMS DUE NET 30 DAYS			SALES AMOUNT		48,920.00



CITY OF OREGON CITY

CITY COMMISSION REGULAR MEETING

DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Wednesday, June 05, 2024 at 7:00 PM

REGULAR MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Mayor Denyse McGriff convened the meeting at 7:03 P.M.

PRESENT: 5 - Commissioner Adam Marl, Commissioner Mike Mitchell, Commissioner Rocky Smith, Commissioner Frank O'Donnell, Mayor Denyse McGriff

STAFFERS: 8 - City Manager Tony Konkol, Assistant City Manager Alex Rains, City Recorder Jakob Wiley, Police Captain Joey Pagano, Public Works Director John Lewis, Community Engagement Specialist Hannah Schmidt, Deputy Finance Director Erin Wilkie, Economic Development Manager James Graham

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Pride Month Proclamation

Commissioner Smith read the proclamation declaring June 2024 as Pride Month.

3b. Parks and Recreation Month Proclamation

Mayor McGriff read the proclamation declaring July 2024 as Parks and Recreation Month.

4. CITIZEN COMMENTS

None.

5. PRESENTATIONS

5a. Youth Advisory Commission Update

Hannah Schmidt, Community Engagement Specialist, introduced the topic.

Brianna Nizic, Chair, and Julian Guerra Molina, Vice Chair, gave an update on what the Commission had done so far including the Mental Health Fair, attending the Youth Summit event, judging the If I were Mayor contest, table at the Spring Forward Community Resource Fair, and clothing drive.

5b. Transportation Advisory Committee Annual Report

Ben Simmons, Chair, gave the annual report. He discussed the actions they took in 2023-24 and goals for 2024-25.

John Lewis, Public Works Director, said the Committee suggested looking into the 20 is Plenty program and he asked for Commission direction on proceeding.

The Commission thought the Committee should continue to investigate it and bring back information to the Commission.

5c. Clackamas Water Environmental Services Annual Report

Greg Geist, Director of Clackamas Water Environmental Services, presented the annual report. He discussed their vision and mission, services, statistics, leaders, planning for the future, financial stewardship, rates, SDCs, capital projects, and partnering with the City.

6. ADOPTION OF THE AGENDA

The agenda was adopted as presented.

7. CONSENT AGENDA

Motion made by Commissioner Mitchell, seconded by Commissioner Smith, to approve the consent agenda. The motion carried by the following vote:

Voting Aye: Commissioner Marl, Mayor McGriff, Commissioner O'Donnell, Commissioner Smith, Commissioner Mitchell

- 7a. Resolution No. 24-19, Temporarily Exempting Construction Activities from the Prohibition Against Unlawful Noises for the Pleasant Avenue Townhomes and Declaring an Emergency
- 7b. Resolution No. 24-13, Temporarily Exempting Construction Activities from the Prohibition Against Unlawful Noises for the 2024 Oregon City Roadway Reconstruction Project PMUF and Declaring an Emergency
- 7c. Management, Supervisory and Confidential Employee Salary Cost of Living Adjustment (COLA) FY 2024-25
- 7d. Amendment No. 4, Extending Professional Service Agreement with C & R Reforestation for an Additional Year for Landscape Maintenance Services (PS 22-006)
- 7e. Intergovernmental Agreement with Clackamas County for Traffic Control Maintenance and Transportation Engineering Services
- 7f. Minutes of the April 9, 2024 City Commission Work Session
- 7g. Minutes of the March 6, 2024 City Commission Meeting
- 7h. Minutes of the March 12, 2024 City Commission Work Session

8. PUBLIC HEARINGS

- 8a. Resolution No. 24-18, Supplemental Budget for the 2023-25 Biennium

Erin Wilkie, Deputy Finance Director, presented the staff report. She summarized the reasons for the

supplemental budget including compliance with governmental accounting standards, carrying forward unspent funds due to timing of project completion, utilizing a new fuel cloud system, realigning a position to the correct department, and recognizing costs for the City's fiber network to bring it into code compliance.

Mayor McGriff opened the public hearing.

There was no public testimony.

Mayor McGriff closed the public hearing.

Motion made by Commissioner Smith, seconded by Commissioner Marl, to approve Resolution No. 24-18, Supplemental Budget for the 2023-25 Biennium. The motion carried by the following vote:

Voting Aye: Commissioner Marl, Mayor McGriff, Commissioner O'Donnell, Commissioner Smith, Commissioner Mitchell

9. GENERAL BUSINESS

9a. Antique Fire Truck Donation

Alexandra Rains, Assistant City Manager, said the City owned three antique fire trucks and one was already being displayed at the Oregon Fire Service Museum (OFSM). The other two were in storage, but the museum would like to acquire all three. The City would be offered the first right of refusal if they no longer wanted the vehicles in the future.

Stephen Hodges, OFSM, explained the organization, proposal, and details.

There was discussion regarding availability for events, maintaining the Oregon City Fire Department logo, how it would be a Commission decision for the first right of refusal, having to pay member dues and pay to get the trucks back, rewriting the agreement so the City could initiate getting the trucks back, and reimbursing the museum for maintenance costs should the City take the trucks back.

Commissioner Smith wanted to clarify whether the right of first refusal portion of the agreement would fall on city staff or the Commission to accept or reject.

Commissioner O'Donnell was opposed as the City would forgo any ability to initiate reclaiming the trucks. He thought they should enter into a loan agreement instead.

Commissioner Marl expressed concern that the City would be donating the trucks, paying dues to OFSM, and would potentially have to pay OFSM to get the trucks back in the future.

There was further discussion regarding how a loan agreement would work and rewriting the agreement. There was consensus for staff to work with the museum and bring back an amended agreement.

9b. Oregon City 20-year Facility Master Plan

Tony Konkol, City Manager, reviewed the updates to the master plan document from the last version.

Mayor McGriff asked to add page numbers to the document.

Motion made by Commissioner Mitchell, seconded by Mayor McGriff, to approve the Oregon City 20-year Facility Master Plan. The motion carried by the following vote:

Voting Aye: Commissioner Marl, Mayor McGriff, Commissioner O'Donnell, Commissioner Smith, Commissioner Mitchell

There was discussion regarding prioritizing the public engagement process for the Pool and EOT plans, funding options, and timing to begin the process.

The Commission took a recess from 8:40 P.M. to 8:51 P.M.

9c. Proposals to Develop a Destination Management Organization ("DMO")

James Graham, Economic Development Manager, discussed the RFP process that was done to select a consultant to develop a DMO. He explained where the RFP was advertised and how two proposals had been received.

Don Scott, RFP review committee member, discussed the scoring of the RFPs and how it was a unanimous choice to select Whereabout.

The Commission agreed Whereabout was more locally focused and the correct choice.

Motion made by Commissioner Smith, seconded by Mayor McGriff, to review and accept the recommendation of the review committee. The motion carried by the following vote:

Voting Aye: Commissioner Marl, Mayor McGriff, Commissioner O'Donnell, Commissioner Smith, Commissioner Mitchell

9d. Draft of a Joint Statement in Support of Our Shared River Assets and Opportunities

Mr. Konkol said the Commission had been discussing river tourism with several jurisdictions and private groups. He discussed the draft statement in support of creating a task force to continue the work.

There was discussion regarding this being a good first step, who the other organizations were, financial or staff commitments, suggested edits, other facilities along the corridor being looked at besides Jon Storm Park, and the City's legal obligation.

Motion made by Commissioner Mitchell, seconded by Commissioner Marl, to approve signing the joint statement in support of Our Shared River Assets and Opportunities with the edits as suggested. The motion carried by the following vote:

Voting Aye: Commissioner Marl, Commissioner O'Donnell, Commissioner Smith, and Commissioner Mitchell

Voting Abstain: Mayor McGriff

10. COMMUNICATIONS

11. City Manager

11a. LUBA Appeal Update- Mann Construction LLC, Zone Change

Mr. Konkol discussed two zone changes south of the City limits which were going through the LUBA process. The decisions affected the level of service for significant intersections on that corridor which had not been reviewed or considered. LUBA remanded it back to the County and they were waiting to see if the applicant would address the issue through the remand or go to the Court of Appeals. In order to have standing, the City filed an intent to appeal.

Bill Kabeiseman, City Attorney, explained the timeline of the process.

The Commission was in favor of the actions staff took in filing an intent to appeal.

Motion made by Commissioner O'Donnell, seconded by Mayor McGriff, to ratify the decision to appeal the Mann decision. The motion carried by the following vote:

Voting Aye: Commissioner Marl, Mayor McGriff, Commissioner O'Donnell, Commissioner Smith, Commissioner Mitchell

12. Commissioners

Commissioner Marl said the legislative road show would be in Clackamas County on September 26 in Happy Valley regarding the 2025 transportation package.

Commissioner Smith discussed the Community Connections, Oregon City Pride, and Cayuse 5 events, and upcoming Grand Floral Parade.

13. Mayor

Mayor McGriff said the city of West Linn thanked Oregon City for the gifts presented to them at the Bridge Celebration.

14. ADJOURNMENT

Mayor McGriff adjourned the meeting at 9:59 P.M.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

CITY COMMISSION SPECIAL MEETING - REVISED DRAFT MINUTES

Commission Chambers, Libke Public Safety Facility, 1234 Linn Ave, Oregon City
Tuesday, June 11, 2024 at 7:00 PM

SPECIAL MEETING OF THE CITY COMMISSION

1. CONVENE MEETING AND ROLL CALL

Mayor Denyse McGriff convened the meeting at 7:06 P.M.

PRESENT: 4 - Commissioner Adam Marl, Commissioner Mike Mitchell, Commissioner Rocky Smith, Mayor Denyse McGriff

ABSENT: 1 - Commissioner Frank O'Donnell

STAFFERS: 10 - City Manager Tony Konkol, Assistant City Manager Alex Rains, City Recorder Jakob Wiley, Police Captain Joseph Pagano, Community Development Director Aquilla Hurd-Ravich, City Engineer Dayna Webb, Assistant City Engineer Josh Wheeler, Assistant City Recorder Evan Lee, Library Director Greg Williams, Economic Development Manager James Graham

2. FLAG SALUTE

3. CEREMONIES AND PROCLAMATIONS

3a. Juneteenth Proclamation

Mayor McGriff read the proclamation declaring June 19, 2024, as Juneteenth Day.

4. CITIZEN COMMENTS

William Gifford, resident of Oregon City, gave two kudos, one for the Rose Festival Parade float and the other for putting reflector tape on a crosswalk closed sign.

5. PRESENTATIONS,

5a. Greater Oregon City Watershed Council Annual Report

Tom Gaskill, Executive Director, presented the annual report. He acknowledged the volunteers on the Watershed Council and highlighted the accomplishments from 2022-2023 to restore watershed health including the Holcomb Creek large wood restoration project, Abernethy shade project, Echo Valley riparian restoration, watershed community enhancement program, and upper Abernethy Creek restoration. He then described their financial support and expenditures.

Marcia Sinclair, Vice Chair, thought the Council was a great model of citizen volunteers working collaboratively to solve environmental concerns and promote stewardship.

Cedomir Jesic, Chair, thanked the City for their partnership.

5b. Update on the Pavement Maintenance Utility Fund (PMUF)

Josh Wheeler, Assistant City Engineer, introduced the item.

Gabe Crop, consultant with Consor, presented. He gave the history of PMUF, statistics of what had been done so far, need for a pavement maintenance plan, goals, planning process, projected plan, and future of the PMUF.

There was discussion regarding the maintenance level goal and next steps.

6. ADOPTION OF THE AGENDA

A new 7a was added. The agenda was adopted as amended.

7. CONSENT AGENDA

Motion made by Commissioner Smith, seconded by Commissioner Mitchell, to approve the consent agenda. The motion carried by the following vote:

Voting Aye: Commissioner Marl, Mayor McGriff, Commissioner Smith, and Commissioner Mitchell

- 7a. Resolution No. 24-20, Temporarily Exempting Construction Activities from the Prohibition Against Unlawful Noises for the Clackamas County paving of Beavercreek Road between Highway 213 and Maplelane Road and Declaring an Emergency
- 7b. Contract with The Gunter Group for e-permitting support
- 7c. Oregon City Employee Deferred Compensation Plan Investment Management Services
- 7d. Personal Services Agreement with Brown and Caldwell Inc. for NPDES MS4 and TMDL Support (PS 24-006)
- 7e. Personal Services Agreement for Risk Management and Insurance Agent of Record Services

8. PUBLIC HEARINGS**9. GENERAL BUSINESS****9a. McLoughlin Promenade Encroachments**

Tony Konkol, City Manager, said they had been working on identifying and designating parks as Charter Parks through ordinance. The Promenade was one of the last properties, and a survey had been done which identified encroachments and easements. They wanted to acknowledge what existed currently in a way that allowed those encroachments and easements to continue but still allowed the Promenade to become a charter park. Staff came up with a sample license agreement for those uses. Some of the uses would be allowed, but some would need to be removed, and staff would discuss it with each property owner. He then discussed liability concerns that had been raised.

There was discussion regarding how each agreement would be specific to each property, tabling the item until they learned what was meant by use of the property and encroachment area related to insurance requirements, regulating private vs. public property, problems with citizens accessing the meeting packet on the website, and moving forward to allow staff to work on simple removals.

Motion made by Commissioner Mitchell, seconded by Commissioner Marl, to delay the item to July 9, pending additional information on the liability and property insurance question. The motion carried by the following vote:

Voting Aye: Commissioner Marl, Mayor McGriff, Commissioner Smith, and Commissioner Mitchell

9b. Parks and Recreation Master Plan

Kendall Reid, Parks and Recreation Director, gave a background on the master plan and asked for Commission approval. The next step would be to adopt the plan into the Comprehensive Plan.

Neelay Bhatt, consultant with Next Practice Partners, acknowledged the time and effort that had gone into the plan. This was a living plan that would set the community's vision, values, and input into action.

There was discussion regarding a comment made by stakeholders about the need for better defined purpose and uses for the Ermatinger House and how these were non-binding comments that came from a survey done June 2022.

Commissioner Smith thought this specific comment should not be included in the plan. Mr. Reid explained the comments were reflective of the beginning of the process and things had improved since the survey was conducted.

Mr. Bhatt said they could clarify in the plan that these were individual comments and were not policy recommendations. There was consensus to add that language. Commissioner Smith stated that he still would not support the document even with the added language.

Commissioner Mitchell offered other minor revisions to the document and requested recognition for the need to acquire park land for underserved areas. There was consensus to add a statement recognizing the underserved areas in Caufield and Park Place neighborhoods.

Motion made by Commissioner Marl, seconded by Mayor McGriff, to approve the Parks and Recreation Master Plan as amended. The motion carried by the following vote:

Voting Aye: Commissioner Marl, Mayor McGriff, and Commissioner Mitchell

Voting Abstain: Commissioner Smith

10. COMMUNICATIONS

11. City Manager

11a. City Commission 2021-2023 and 2023-2025 Goals Update

Mr. Konkol reviewed the goals and gave a status on projects.

12. Commissioners

None.

13. Mayor

Mayor McGriff said Commissioner Wuest was taking a medical leave from the Planning Commission.

14. ADJOURNMENT

Mayor McGriff adjourned the meeting at 8:55 P.M.

Respectfully submitted,

Jakob S. Wiley, City Recorder



CITY OF OREGON CITY

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

To: City Commission **Agenda Date:** November 6, 2024
From: Dayna Webb, Public Works Director

SUBJECT:

Item 9.a. - Washington Street Corridor Federal Earmark Funding Project Conceptual Design

STAFF RECOMMENDATION:

Review and provide feedback on the proposed conceptual design for use of the federal earmark funding on the Washington Street Corridor.

EXECUTIVE SUMMARY:

The City has been awarded \$4M in Community Project Funding. Based on feedback from staff from Chavez-Deremer's office and discussions with other agencies, staff has developed a conceptual design plan for the Washington Street corridor.

BACKGROUND:

The developer of the Abernethy Green project applied for funding through the FY 2024 Community Project Funding through Congresswoman Chavez-Deremer's office to support modernization of road systems and provide easier, safer access to community, retail, and entertainment facilities around the proposed project.

In May 2023 the City placed on the ballot a request for the Oregon City Urban Renewal Agency to borrow funds to implement urban renewal projects. The Urban Renewal Plan identified three priority projects, which included the Rossman Landfill site cleanup and redevelopment. With the ballot measure not passing, the Urban Renewal Agency was not authorized to borrow funds to support the projects in the plan. Based on the results of the ballot measures, the developer of the Abernethy Green project placed their project on pause.

Following the decision by the developer to pause their project, the City agreed (if the federal funding was awarded) to accept the federal funding, provide the local match, and deliver the project. The match (\$457,817.90) for the project would be provided by Transportation System Development Charges.

In July 2023 the City was notified that the Abernethy Green project had cleared the first hurdle and was advancing to the next step in the appropriations process. In March 2024 the FY 2024 HR 4366 Consolidated Appropriations Act was approved. This included \$4 million in Community Project Funding for the Abernethy Green project.

Following the formal award of funding, staff started discussions with Clackamas County and Oregon Department of Transportation (ODOT) to identify opportunities to partner and leverage

these federal funds to move forward with improvements at the Hwy 213 & Redland Road intersection. The three agencies were not able to identify a partnership using the federal funding that would be able to deliver improvements to the intersection.

City staff also met with staff from Chavez-Deremer's office to discuss the project and had a consultant provide a conceptual design for the proposed project. Staff will present the concept for improvements to Washington Street.

As Oregon City is not certified to deliver a federally funded transportation project, the City will work with ODOT to deliver the project.

In order to move the project forward, the following are the next steps once the corridor conceptual design is finalized:

- Work with ODOT to amend the State Transportation Improvement Program (STIP) and Metro to amend the Metropolitan Transportation Improvement Program (MTIP) to include the project and associated funding in those plans.
- Work with ODOT to execute an Agreement with ODOT to deliver the federally funded project on behalf of the City.
- Work with ODOT to develop a Request for Proposals for consultant services to design the project.

Currently, the project timeline is as follows:

- STIP & MTIP Amendments, Agreements & Consultant Services Procurement: November 2024 – September 2025
- Design Phase Begins: October 2025
- Award Construction Contract: August 2027

The Transportation System Development Charges Fund has adequate funding to support this project.

OPTIONS:

1. Approve Washington Street Corridor Federal Earmark Funding Project Conceptual Design.
2. Approve Washington Street Corridor Federal Earmark Funding Project Conceptual Design with Amendments.
3. Deny Washington Street Corridor Federal Earmark Funding Project Conceptual Design and provide further direction.

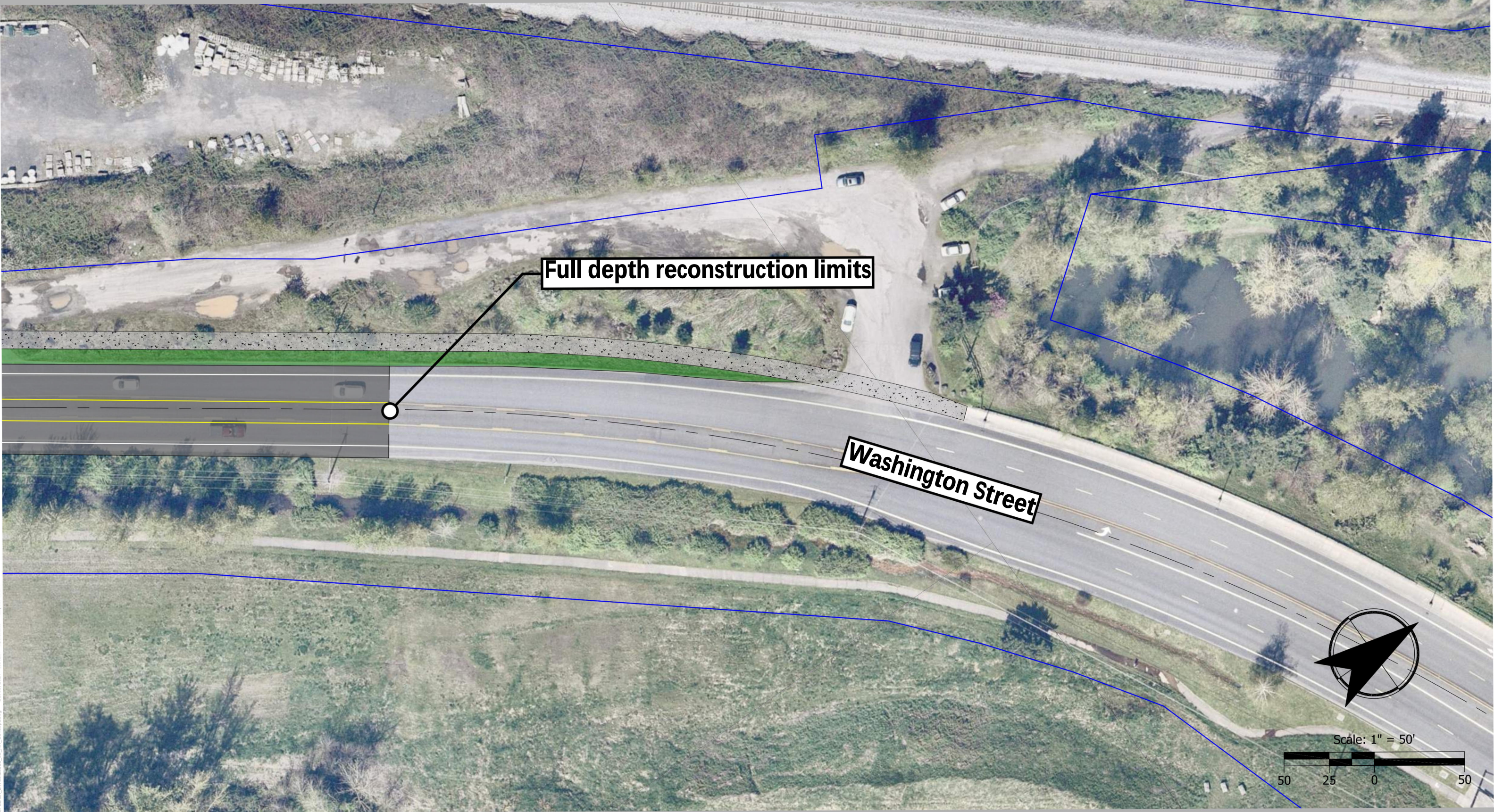
BUDGET IMPACT:

Amount	\$457,817.90
Fiscal Year(s):	FY 24-25
Funding Source(s):	Transportation SDC











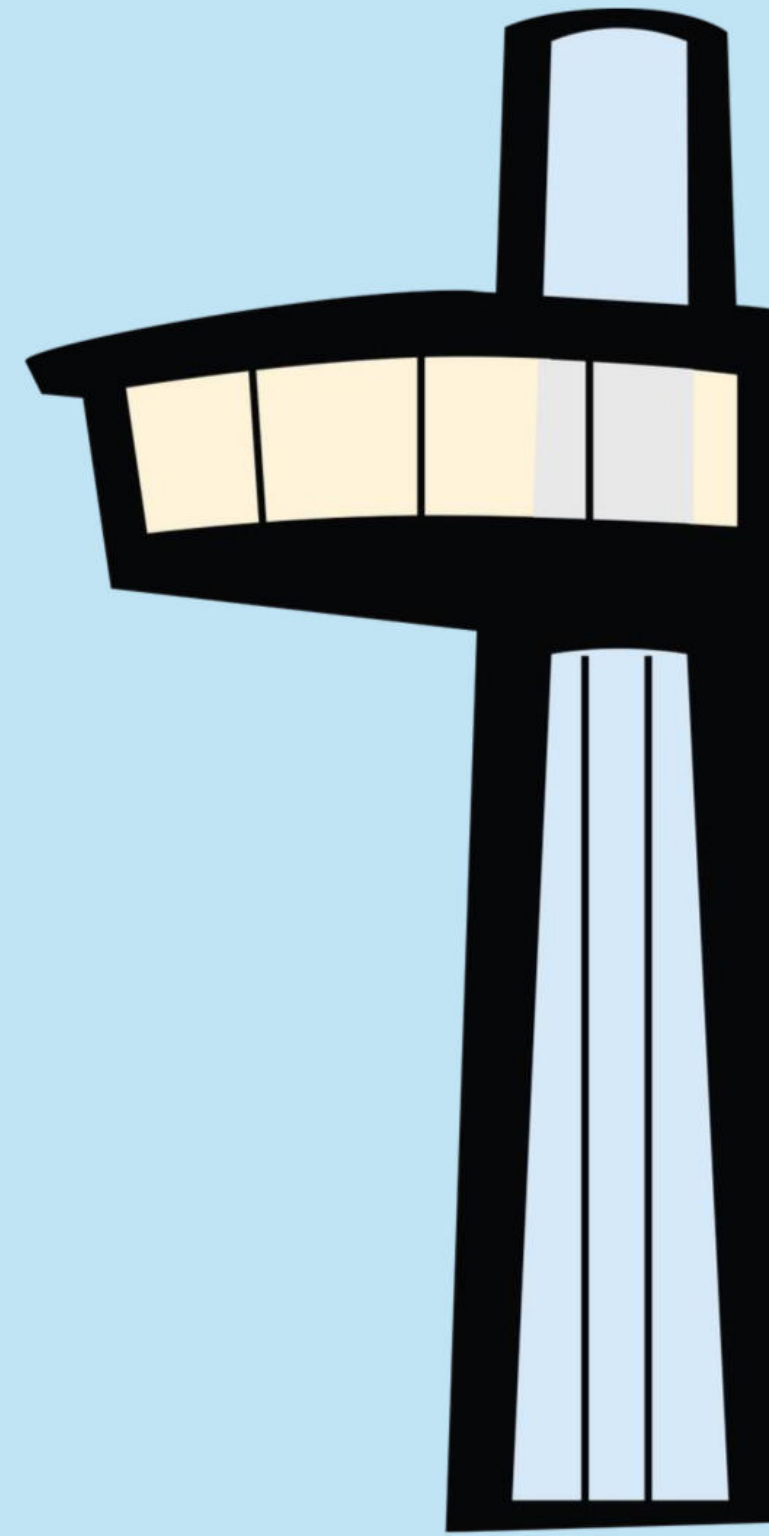
Washington Street Corridor Conceptual Design

Dayna Webb, PE
Public Works Director



- Developer applied for FY 2024 Community Project Funding for Abernethy Green
- \$4M Federal Earmark awarded to the City in March 2024
 - Modernization of road systems and provide easier, safer access to community, retail, and entertainment facilities around the proposed project
- Regional Coordination with ODOT & Clackamas County
- Meeting with Chavez-Deremer's Office

Washington Street Corridor Conceptual Design - Background



Conceptual Design Exhibit

Preliminary Design Subject to Change
Date: October 2024



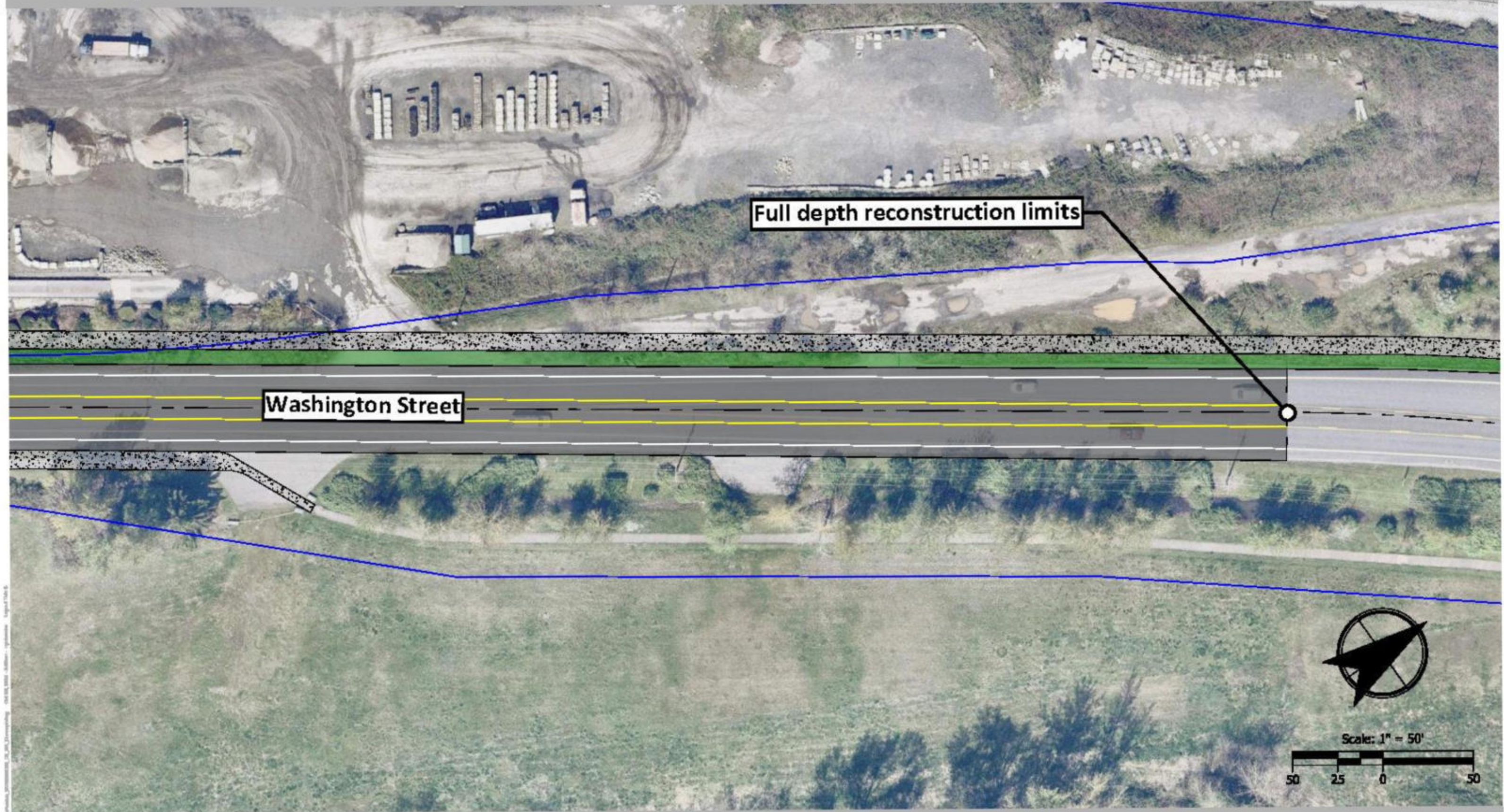
Conceptual Design Exhibit

Preliminary Design Subject to Change
Date: October 2024



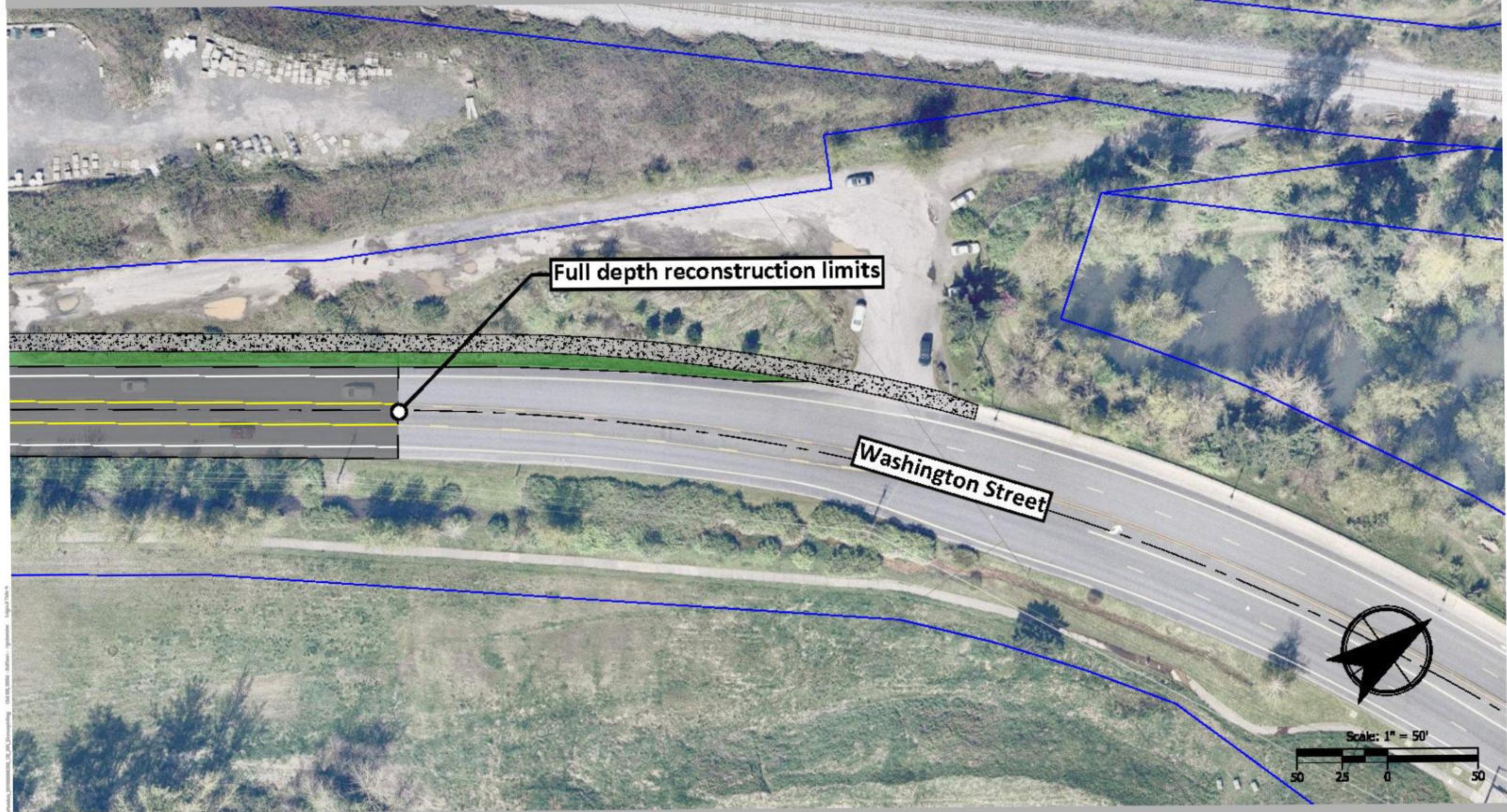
Conceptual Design Exhibit

Preliminary Design Subject to Change
Date: October 2024



Conceptual Design Exhibit

Preliminary Design Subject to Change
Date: October 2024



WHAT HAPPENS ONCE A CONCEPT IS IDENTIFIED?

- November 2024 – September 2025
 - Amend the State Transportation Improvement Program (STIP) and the Metropolitan Transportation Improvement Program (MTIP)
 - Execute an Agreement with ODOT to deliver the federally funded project
 - With ODOT, develop a Request for Proposals for consultant services
- October 2025
 - Begin Design Phase
- August 2027
 - Award Construction Contract





THANK YOU

WWW.OREGONCITY.ORG



CITY OF OREGON CITY

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

To:	City Commission	Agenda Date:	November 6, 2024
From:	Matt Zook, Finance Director		

SUBJECT:

Item 9.b. - Nonprofit Corporation Low-Income Housing Property Tax Exemption

STAFF RECOMMENDATION:

Staff recommend the Commission discuss and direct staff regarding the local adoption of a Nonprofit Corporation Low-Income Housing Property Tax Exemption as expressed in Oregon Revised Statute.

EXECUTIVE SUMMARY:

Oregon Revised Statute (ORS) 307.540 – 307.548 allows a property tax exemption for nonprofit corporations who provide low-income housing. This exemption was originally created in 1985 and is currently scheduled to sunset in 2027, although the legislature has extended an earlier sunset at least once. If the City elects to adopt the provisions of ORS 307.540 – 307.548, allowing qualifying nonprofit corporations to be exempt from property tax, it will apply only to the levy of the City's tax. There is a provision in the ORS for the City to request other taxing districts to adopt to the same exemption. If the Commission desires to allow this exemption to exist for qualifying nonprofit corporations who provide low-income housing, staff will return to the Commission with an ordinance adopting the program and establishing the process for implementation. The application process for such non-profit corporations would close in February of the exemption year and apply to the taxes levied the following July – June tax year. The City then has 30 days after the filing of an application to determine qualification and certify to the assessor that all or a portion of the property is exempt from taxation.

BACKGROUND:

The primary components of this program in ORS 307.540 – 307.548 are:

- The owner of the property must be a 501(c)(3) or (c)(4) entity.
- The program must define low-income in accordance with ORS 307.540 and can include additional criteria that does not conflict with the ORS.
- By default, the exemption applies only to the City's property tax levy.
- The exemption granted under ORS 307.540 - 307.548 can apply to the tax levy of all taxing districts in which property certified for exemption is located if, upon request of a governing body that has adopted the provisions of the ORS reference above, the rates of taxation of such taxing districts whose governing boards agree to the policy of exemption under ORS 307.540 - 307.548, when combined with the rate of taxation of the governing body that adopts the provisions of ORS 307.540 - 307.548,

equal 51 percent or more of the total combined rate of taxation on the property granted exemption. This is typically met between the City and the school district rates.

- Application for tax exemption is required annually from each non-profit corporation.
- ORS 307.548 defines the process for terminating an exemption.

Other cities in Oregon that have adopted this tax exemption include the cities of Portland, Beaverton, Forest Grove, Cornelius, Tigard, and Wilsonville.

The primary advantage of offering this exemption is the City reduces the cost for eligible corporations to provide low-income housing. The primary disadvantage of the program is that the City and potentially other governments do not receive tax income for providing services to such properties, including police, fire, county, and education services. The financial impact to the City is approximately \$4,400 per million of tax assessed value. The City received a request from Community Development Partners and Hacienda Community Development Corporation for property tax exemption for the Los Flores (Maple Lane) project on Walnut Grove Way in Oregon City. The letter is included with this staff report. I have also included the full text of ORS 307.540 – 307.548 with this staff report.

OPTIONS:

1. Direct staff to move forward with implementation, which would result in an ordinance presented to the Commission at a future Commission meeting; or
2. Decide to not move forward with the program, which will result in the normal taxation of the nonprofit corporations with low-income housing property.

BUDGET IMPACT:

Amount	Approximately \$4,400 in property tax revenue would be exempted per \$1 million of tax assessed value.
Fiscal Year(s):	If implemented by March 1, 2025, this would apply to fiscal year 2025-2026 with the ability to be renewed annually until sunset in 2027 or the program is terminated by the City.
Funding Source(s):	Loss of revenue to the General Fund.



Community
Development
Partners



September 9, 2024

Matt Zook, Finance Director
Oregon City
PO Box 3040
625 Center Street, Oregon City, Oregon 97045

Re: Las Flores (Maple) Property Tax Exemption Request

Matt:

We are formally requesting Oregon City property tax exemption for our Las Flores (Maple) project located at 14371, 14375, 14379, 14383, 14387, 14391, 14395, and 14399 Walnut Grove Way, Oregon City, Oregon 97045.

Sincerely,


box SIGN 1XQR6Y34-157KY9KW
Eric Paine

Community Development Partners, CEO



Ernesto Fonseca
Hacienda Community Development Corporation, CEO

ORS 307.540

Definitions for ORS

307.540 to 307.548

As used in ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption):

- (1) “Governing body” means the city or county legislative body having jurisdiction over the property for which an exemption may be applied for under ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption).
- (2) According to the election of a governing body pursuant to ORS 307.543 (Exemption limited to levy of governing body adopting ORS 307.540 to 307.548) (1), “low income” means:
 - (a) Income at or below 60 percent of the area median income as determined by the Oregon Housing Stability Council based on information from the United States Department of Housing and Urban Development;
 - (b) Intentionally left blank —Ed.
 - (A) For the initial year that persons occupy property for which an application for exemption is filed under ORS 307.545 (Application for exemption), income at or below 60 percent of the area median income as determined by the Oregon Housing Stability Council based on information from the United States Department of Housing and Urban Development; **and**
 - (B) For every subsequent consecutive year that the persons occupy the property, income at or below 80 percent of the area median income as determined by the Oregon Housing Stability Council based on information from the United States Department of Housing and Urban Development; **or**
 - (c) For housing units on property that is awarded tax credits through the federal Low-Income Housing Tax Credit program and is a qualified low-income housing project meeting the requirements of 26 U.S.C. 42(g)(1)(C), income at or below 80 percent of the area median income as determined by the Oregon Housing Stability Council based on information from the United States Department of Housing and Urban Development, provided the average area median income of all housing units on the property is at or below 60 percent of the area median income as determined by the Oregon Housing Stability Council based on information from the United States

Department of Housing and Urban Development. [1985 c.660 §1; 1993 c.168 §7; 2005 c.94 §39; 2015 c.141 §1; 2015 c.180 §45; 2021 c.528 §5]

Note: Section 6, chapter 660, Oregon Laws 1985, provides:

Sec. 6. ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption) apply to tax years beginning on or after January 1, 1985, and before July 1, 2027. [1985 c.660 §6; 1993 c.108 §1; 2003 c.215 §1; 2011 c.191 §1]

Note: Section 3, chapter 141, Oregon Laws 2015, provides:

Sec. 3. (1) A governing body that has adopted the provisions of ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption) before the effective date of this 2015 Act [October 5, 2015] may, on or after the effective date of this 2015 Act, elect a definition of “low income” under ORS 307.540 (Definitions for ORS 307.540 to 307.548) as amended by section 1 of this 2015 Act. An election made pursuant to this subsection applies to the first property tax year that begins on or after the date on which the election is made.

- (2) If a governing body described in this section does not make an election under subsection (1) of this section, the definition of “low income” provided in ORS 307.540 (Definitions for ORS 307.540 to 307.548) as in effect immediately before the effective date of this 2015 Act shall apply to the exemption allowed by the governing body.
- (3) This section is repealed on June 30, 2027. [2015 c.141 §3]

Location:

https://oregon.public.law/statutes/ors_307.540

Original Source: Section 307.540 — Definitions for ORS 307.540 to 307.548, https://www.oregonlegislature.gov/bills_laws/ors/ors307.html (last accessed Aug. 25, 2023).

ORS 307.541

Nonprofit corporation low income housing

- criteria for exemption
-

- (1) Property is exempt from taxation as provided under ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption) if:
 - (a) The property is owned or being purchased by a corporation described in section 501(c)(3) or (4) of the Internal Revenue Code that is exempt from income taxation under section 501(a) of the Internal Revenue Code;
 - (b) Upon liquidation, the assets of the corporation are required to be applied first in payment of all outstanding obligations, and the balance remaining, in cash and in kind, to be distributed to corporations exempt from taxation and operated exclusively for religious, charitable, scientific, literary or educational purposes or to the State of Oregon;
 - (c) The property is:
 - (A) Occupied by low income persons; **or**
 - (B) Held for the purpose of developing low income housing, for a period not exceeding a reasonable maximum period, if any, adopted by the governing body;
 - (d) The property or portion of the property receiving the exemption, if occupied, is actually and exclusively used for the purposes described in section 501(c)(3) or (4) of the Internal Revenue Code;
 - (e) The exemption has been approved as provided in ORS 307.547 (Determination of eligibility); **and**
 - (f) The information disclosed on the application filed pursuant to ORS 307.545 (Application for exemption) meets any other criteria adopted by the governing body.
- (2) A governing body that adopts the provisions of ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption) may adopt additional criteria for exemption that do not conflict with the criteria described in subsection (1)(a) to (e) of this section.

- (3) For the purposes of subsection (1) of this section, a corporation that has only a leasehold interest in property is deemed to be a purchaser of that property if:
 - (a) The corporation is obligated under the terms of the lease to pay the ad valorem taxes on the real and personal property used in this activity on that property; **or**
 - (b) The rent payable by the corporation has been established to reflect the savings resulting from the exemption from taxation.
- (4) A partnership shall be treated the same as a corporation to which this section applies if the corporation is:
 - (a) A general partner of the partnership; **and**
 - (b) Responsible for the day-to-day operation of the property that is the subject of the exemption. [1985 c.660 §2; 1995 c.702 §2; 1997 c.752 §11; 2005 c.94 §40; 2015 c.310 §7]

Note: See first note under 307.540 (Definitions for ORS 307.540 to 307.548).

Location:

https://oregon.public.law/statutes/ors_307.541

Original Source: Section 307.541 — Nonprofit corporation low income housing; criteria for exemption,
https://www.oregonlegislature.gov/bills_laws/ors/ors307.html (last accessed Aug. 25, 2023).

ORS 307.543

Exemption limited to levy of governing body adopting ORS 307.540 to 307.548

- exception
 - additional provisions
-

- (1) Except as provided in subsection (2) of this section, the exemption granted under ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption) applies only to the tax levy of a governing body that adopts the provisions of ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption). At the time of adoption, the governing body shall elect a definition of “low income” under ORS 307.540 (Definitions for ORS 307.540 to 307.548).
- (2) The exemption granted under ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption) applies to the tax levy of all taxing districts in which property certified for exemption is located if, upon request of a governing body that has adopted the provisions of ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption), the rates of taxation of such taxing districts whose governing boards agree to the policy of exemption under ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption), when combined with the rate of taxation of the governing body that adopts the provisions of ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption), equal 51 percent or more of the total combined rate of taxation on the property granted exemption.
- (3) A governing body may adopt additional provisions relating to the exemption granted under ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption) that do not conflict with the provisions of ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption).
[1985 c.660 §3; 2015 c.141 §2; 2015 c.310 §8]

Note: See first note under 307.540 (Definitions for ORS 307.540 to 307.548).

Location:

https://oregon.public.law/statutes/ors_307.543

Original Source: Section 307.543 — Exemption limited to levy of governing body adopting ORS 307.540 to 307.548; exception; additional provisions,

https://www.oregonlegislature.gov/bills_laws/ors/ors307.html -

(last accessed Aug. 25, 2023).

ORS 307.545

Application for exemption

- (1) A corporation seeking the exemption granted under ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption) must file an application for exemption with the governing body for each assessment year the corporation wants the exemption. The application must be filed on or before March 1 of the assessment year for which the exemption is sought, except that when the property designated is acquired after March 1 and before July 1, the application for that year must be filed within 30 days after the date of acquisition.
- (2) The application must include the following information, as applicable:
 - (a) A description of the property for which the exemption is requested;
 - (b) A description of the charitable purpose of the project and whether all or a portion of the property is being used for that purpose;
 - (c) A certification of income levels of low income occupants;
 - (d) A description of how the tax exemption will benefit project residents;
 - (e) A description of the development of the property if the property is being held for future low income housing development;
 - (f) A declaration that the corporation has been granted exemption from income taxation under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) or 501(c)(4) of the Internal Revenue Code; **and**
 - (g) A description of how the corporation and the property, respectively, meet any additional criteria adopted by the governing body pursuant to ORS 307.541 (Nonprofit corporation low income housing) (2).
- (3) The applicant shall verify the information in the application by oath or affirmation. [1985 c.660 §4; 1987 c.756 §15; 1993 c.108 §2; 1993 c.270 §25; 1997 c.541 §§133,133a; 2013 c.193 §7; 2015 c.310 §9]

Note: See first note under 307.540 (Definitions for ORS 307.540 to 307.548).

Location:

https://oregon.public.law/statutes/ors_307.545

Original Source: Section 307.545 — Application for exemption, https://www.oregonlegislature.gov/bills_laws/ors/ors307.html (last accessed Aug. 25, 2023).

ORS 307.547

Determination of eligibility

- notice to county assessor
-

- (1) Within 30 days of the filing of an application under ORS 307.545 (Application for exemption), the governing body shall determine whether the applicant qualifies for the exemption granted under ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption).
- (2) Intentionally left blank —Ed.
- (a) If the governing body determines that the applicant qualifies, the governing body shall certify to the assessor of the county where the real property is located, as set forth in ORS 307.512 (Filing deadline for certain housing-related exemption and special assessment programs), that all or a portion of the property is exempt from taxation under the levy of the certifying governing body.
- (b) Notwithstanding paragraph (a) of this subsection, the governing body may send the certification required under this subsection on or before the deadline specified in ORS 307.512 (Filing deadline for certain housing-related exemption and special assessment programs), or as promptly as practicable after making the determination under subsection (1) of this section, whichever is later.
- (3) Upon receipt of certification sent pursuant to subsection (2) of this section, the county assessor shall exempt the property from taxation to the extent certified by the governing body. [1985 c.660 §5; 2013 c.193 §8; 2015 c.310 §10]

Note: See first note under 307.540 (Definitions for ORS 307.540 to 307.548).

Location:

https://oregon.public.law/statutes/ors_307.547

Original Source: Section 307.547 — Determination of eligibility; notice to county assessor, https://www.legis.oregon.gov/ORS_Revisions/2015_Revisions/0307.547.htm

oregonlegislature.gov/bills_laws/ors/ors307.html
(last accessed Aug. 25, 2023).

ORS 307.548

Termination of exemption

- additional taxes
-

- (1) Intentionally left blank —Ed.
- (a) If the governing body that has granted an exemption under ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption) to property in anticipation of future development of low income housing in connection with the exempt property finds that the property is being used for any purpose other than the provision of low income housing, or that any provision of ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption) is not being complied with, the governing body shall give notice of the proposed termination of the exemption to the owner, by mailing the notice to the last-known address of the owner, and to every known lender, by mailing the notice to the last-known address of every known lender.
- (b) The notice required under this subsection shall state the reasons for the proposed termination and shall require the owner to appear at a specified time, not less than 20 days after mailing the notice, to show cause, if any, why the exemption should not be terminated.
- (2) If the owner fails to appear and show cause why the exemption should not be terminated, the governing body shall notify every known lender, and shall allow any lender not less than 30 days after the date the notice of the failure to appear and show cause is mailed to cure any noncompliance or to provide assurance adequate to the governing body that all noncompliance will be remedied.
- (3) Intentionally left blank —Ed.
- (a) If the owner fails to appear and show cause why the exemption should not be terminated, and the lender fails to cure or give adequate assurance of the cure of any noncompliance, the governing body shall adopt an ordinance or resolution stating its findings that terminate the exemption.
- (b) A copy of the ordinance or resolution required under this subsection shall be filed within 10 days after its adoption with the county assessor, and a copy shall be sent

to the owner at the owner's last-known address and to the lender at the last-known address of the lender within 10 days after its adoption.

- (4) Upon the county assessor's receipt of the governing body's termination findings:
 - (a) The exemption granted the housing unit or portion under ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption) terminates immediately, without right of notice or appeal;
 - (b) The property shall be assessed and taxed as other property similarly situated is assessed and taxed; **and**
 - (c) Notwithstanding ORS 311.235 (Bona fide purchaser), there shall be added to the general property tax roll for the tax year next following the presentation or discovery, to be collected and distributed in the same manner as other real property tax, an amount equal to the difference between the taxes assessed against the property and the taxes that would have been assessed against the property had it not been exempt under ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption) for each of the years, not to exceed the last 10 years, during which the property was exempt from taxation under ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption).
- (5) Notwithstanding subsection (4) of this section, if at the time of presentation or discovery, the property is no longer exempt, additional taxes may be collected as provided in subsection (4) of this section, except that the number of years for which the additional taxes shall be collected shall be reduced by one year for each year that has elapsed since the year the property was last granted exemption, beginning with the oldest year for which additional taxes are due.
- (6) The assessment and tax rolls shall show potential additional tax liability for each property granted exemption under ORS 307.540 (Definitions for ORS 307.540 to 307.548) to 307.548 (Termination of exemption) because the property is being held for future development of low income housing.
- (7) Additional taxes collected under this section shall be deemed to have been imposed in the year to which the additional taxes relate. [1997 c.752 §14; 2013 c.193 §17]

Note: See first note under 307.540 (Definitions for ORS 307.540 to 307.548).

Location:

https://oregon.public.law/statutes/ors_307.548

Original Source: Section 307.548 — Termination of exemption; additional taxes, <https://www.> -

oregonlegislature.gov/bills_laws/ors/ors307.html
(last accessed Aug. 25, 2023).



CITY OF OREGON CITY

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

To:	City Commission	Agenda Date:	November 6, 2024
From:	Shaun Davis, Police Chief		

SUBJECT:

Item 9.c. - Fireworks Draft Ordinance(s) Discussion

STAFF RECOMMENDATION:

Provide direction to staff on proposed draft fireworks ordinance(s).

EXECUTIVE SUMMARY:

This is a follow-up discussion from the October 2, 2024, Commission Meeting and is for the Commission to provide direction to staff on the draft fireworks ordinance(s).

BACKGROUND:

During the September 9, 2024 Commission Work Session, Chief Davis presented Fireworks Ordinances from neighboring jurisdictions for the Commission to review. He and Clackamas Fire District #1 Assistant Fire Chief Brian Stewart were available for questions. The City Commission requested more information.

During the October 2, 2024 Regular Commission Meeting, the Commission had further discussion on fireworks and provided direction to staff to draft city ordinance(s) that would allow staff to enforce illegal fireworks within the City and allow the City Commission to temporarily ban the use and sale of fireworks in the event the Fire Chief or Fire Marshall issues an order for extreme fire risk.

Chief Davis has drafted two new City Ordinances:

1. Fireworks prohibited – Civil Penalty
2. Temporary Prohibition of Use and Sales of Fireworks during Extreme Fire Risk

Clackamas Fire District #1's Fire Marshall and the City Attorney provided feedback and those recommendations have been incorporated in the proposed drafts.

Attachments for review are the draft proposed fireworks ordinances, ORS Chapter 480, and the nearby jurisdiction fireworks ordinances from the September 9, 2024 Commission Work Session.

OPTIONS:

1. Direct staff to bring back draft fireworks ordinance(s) as Ordinance.
2. Modify draft fireworks ordinance(s) and direct staff to bring back change(s) as

Ordinance.

3. Deny draft fireworks ordinance(s) and provide direction for staff.

BUDGET IMPACT:

Amount N/A

Fiscal Year(s):

Funding Source(s):

Proposed Draft Fireworks Ordinance #1

xx.xx.xxx Fireworks Prohibited—Civil penalty.

A. Unless otherwise permitted by the terms of ORS 480.120 through ORS 480.124 (2008), it is unlawful for any person to sell, offer for sale, expose for sale, possess, use, explode, or have exploded any fireworks.

B. As used in this section, the term “fireworks” has the meaning defined in ORS 480.111(7) (2023).

C. The City may confiscate, destroy, remove, or have removed at the owner’s expense all stocks of fireworks in violation of this chapter, when necessary to preserve public safety.

D. Any person found to have violated the prohibitions set out in subsection A is subject to a civil penalty of up to one thousand dollars (\$1,000.00) per violation and is enforceable pursuant OCMC xx.xx.xxx.

Proposed Draft Fireworks Ordinance #2

xx.xx.xxx Temporary Prohibition of Use and Sales of Fireworks During Extreme Fire Risk.

1. Purpose: To reduce the risk of loss of life and damage to property from fire during periods of extreme fire risk in the Oregon City area.
2. Definitions. As used in this section:
 - a. Fire Chief/Fire Marshal: means the appointed Fire Chief or Fire Marshal of the Clackamas Fire District #1.
 - b. Fireworks: "fireworks" has the meaning defined in ORS [480.111](#)(7) (2023).
 - c. Person: means an individual or a business entity; for the purpose of this definition, "business entity" means a corporation, association, partnership, limited liability company, limited liability partnership, or other legal entity.
 - d. Seller: means any person that sells, or offers for sale, or exposes for sale fireworks within the City of Oregon City for retail or wholesale purposes, including persons required to obtain permits for fireworks sales or permits under ORS [480.150](#).
3. Analysis of Fire Danger; Authority to Issue Order.
 - a. The Fire Chief or Fire Marshal shall, at such times as deemed appropriate for fire risk, use reasonably available sources of information, e.g., National Weather Service and Oregon Department of Forestry District 13 reporting and modeling based on the National Fire Danger Rating (NFDR) System, to make a judgment based on forecasted temperature, wind, relative humidity, fuel loads, and topography of current or predicted conditions as to the level of fire danger within the City, including external fire sources and the risk of fire ignition and spread from any source within the City.
 - b. If, in the Fire Chief's or Fire Marshal's judgment, the fire risk is extreme under the NFDR classification and the Fire Chief or Fire Marshal issues an order of extreme fire risk, the City Commission may issue an order temporarily banning the use and sale of fireworks within the City and prohibiting some or all of the activities identified in subsection 4 below.
4. Temporary Prohibition of the Use and Sale of Fireworks.
 - a. Upon issuance of a written order by the City Commission pursuant to this section, no person shall, as relevant to the prohibition under subsection (3)(b) of this section:
 - i. Sell, or offer for sale, expose for sale, use, explode or have exploded fireworks;

within Oregon City during the period of time stated in the order, except either in accordance with the terms of the order or the person has been issued a written exemption by the Fire Chief or Fire Marshal and the person's use conforms to the terms of the exemption.

b. The order shall:

- i. If less than the entirety of the area within the City boundaries is to be subject to the order, identify the area(s) that are subject to the order;
- ii. If the prohibition is to be less than 24 hours a day, state the time period prohibited by the order;
- iii. If the prohibition is to apply to only certain classifications of fireworks, identify the classifications of fireworks subject to the order;
- iv. If the prohibition is to apply to only certain types of activities under subsection (4)(a) of this section, identify the prohibited activities; and
- v. Identify those persons who, without a written exemption issued by the Fire Chief or Fire Marshal, are exempt from the order. Unless specifically stated in the order, the order supersedes any previously issued general permit, such as a permit to sell fireworks.

c. The Fire Chief or Fire Marshal may issue written exceptions to persons that, in the Fire Chief's or Fire Marshal's determination, the person will conduct sales or use of fireworks, or conduct other activities prohibited by the order in a manner that will meet the purposes of this section and will not likely cause other persons to reasonably believe that the order is terminated.

d. The order may be revised, extended or terminated in the same manner as its issuance.

5. Notice of Order. The City shall cause notice of the order to be given to the public and sellers by:

- a. Posting a copy of the order in a place visible in City Hall, and Library;
- b. For orders that prohibit the sale or use of fireworks, mailing to each seller that has a permit from the City for the retail sale of consumer fireworks, as defined by ORS [480.111](#), at such mailing address provided on the seller's application to sell consumer fireworks. The City may, in lieu of mailing, either:

i. Email a copy of the order to the seller's email address on the seller's application to sell consumer fireworks, or to such other electronic mail delivery that is reasonably calculated to notify the seller; or

ii. Personally deliver a copy of the order to a person that is apparently in charge of the sale of consumer fireworks at the seller's locations approved for the sale of consumer fireworks.

c. Such other means as the City may find provides public notice, e.g., to the local media, City website, social media.

6. Penalties. A violation of any provision of subsection (4) or any order issued under this section is a civil violation and shall be enforced pursuant to the provisions of OCMC xx.xx.xxx, and subject to the maximum fine as provided by OCMC xx.xx.xxx. Each sale or use of a firework shall constitute a separate violation.

Chapter 480 — Explosives; Flammable Materials; Pressure Vessels

2023 EDITION

EXPLOSIVES; FLAMMABLES; PRESSURE VESSELS

PROTECTION FROM FIRE

EXPLOSIVES GENERALLY

- 480.010 Labels for blasting powder and fuse
- 480.020 Prohibition against sale of bad powder
- 480.030 Fuse unfit for use and sale; prohibition of use
- 480.040 Sale, exchange or possession, when unlawful
- 480.050 Prohibition against intrastate transportation of explosives in passenger vehicle operated by common carrier; exception
- 480.060 Transportation of certain explosives prohibited
- 480.070 Fire bombs prohibited; exceptions
- 480.085 Requirement for removal of unused explosives from work area
- 480.095 Penalty and civil liability for violation of ORS 480.085

FIREWORKS

- 480.111 Definitions for ORS 480.111 to 480.165
- 480.120 Sale, possession and use of fireworks prohibited; exceptions; enforcement
- 480.123 Use for repelling birds or other animals; permit; rules
- 480.124 Use for control of predatory animals allowed
- 480.127 Permit for retail sale of consumer fireworks; fee; rules
- 480.130 Permit for fireworks display; permit for wholesale sale of consumer fireworks; fee; rules

- 480.140 Fireworks displays to be under supervision of police and fire department chiefs or county court
- 480.150 Permits for fireworks sales or displays; rules; security
- 480.152 Publication of advertisement for sale of unlawful fireworks prohibited
- 480.154 Manufacturer or wholesaler required to maintain records of sale of fireworks; shipments to show permit number; confiscation
- 480.156 Sale of fireworks to out-of-state resident without valid license or permit prohibited; seller to ascertain license or permit requirements of other states; seller's records
- 480.158 Parents of minor liable for costs incurred in suppressing fires caused by use of fireworks by minor; exception
- 480.160 Local regulation and effect of state law; local enforcement authority
- 480.165 Civil penalty for fireworks law violations

MANUFACTURE, SALE, POSSESSION AND TRANSFER OF EXPLOSIVES

- 480.200 Definitions for ORS 480.200 to 480.290
- 480.205 Application
- 480.210 Certificate, license or permit required; display upon demand; defenses
- 480.215 Transfer of explosives limited
- 480.225 Eligibility for certificate of possession
- 480.230 Application for certificate of possession; fee
- 480.235 Waiting period for issuance of certificate of possession; investigation of applicant; authority of investigating body to require fingerprints; term of certificate; assignment or transfer prohibited; records required
- 480.239 Application for renewal of certificate of possession; testing criteria
- 480.244 Storage facility approval; inspection; relocation; rules; fees
- 480.265 Report of loss, theft or unlawful removal of explosives required

- 480.270 Revocation or suspension for violations; surrender of certificate of possession
- 480.275 Hearings on denial, suspension or revocation of certificate
- 480.280 Administration and enforcement by State Fire Marshal; rules; appointment of assistants
- 480.290 Requirements for person driving vehicle transporting explosives

REGULATION OF GASOLINE DISPENSING

- 480.310 Definitions for ORS 480.310 to 480.385
- 480.332 Fuel dispensing devices
- 480.340 Automatic shut-off devices regulated; aviation fuel exception
- 480.341 Customer operation of gasoline dispensing device in low-population county of eastern Oregon
- 480.344 Equal access for persons with disabilities
- 480.345 Conditions for operation of dispensing device by certain nonretail customers
- 480.347 Use of gasoline dispensing device by emergency service volunteer; conditions
- 480.350 License required for operation of nonretail facility; application; fee; term; renewal; disposition of fees
- 480.355 Conditional use license; qualifications; application; review of denial
- 480.360 Exemption from gallonage requirements of ORS 480.345
- 480.365 Suspension, revocation, refusal to issue or renew nonretail facility license; procedure
- 480.370 Subpoenas for investigation; effect of failure to comply
- 480.375 Safety inspection of facilities by State Fire Marshal; audit; investigation of law violations
- 480.380 Rules
- 480.385 Civil penalty for gasoline dispensing law violations

480.387 Timeline for imposing civil penalties

480.390 Nonretail facilities at airports; rules

LIQUEFIED PETROLEUM GAS

480.410 Definition

480.420 Liquefied petroleum gas rules and regulations; conformity with standards of National Fire Protection Association

480.430 Liquefied petroleum gas containers; certain uses prohibited

480.432 Licenses required; exceptions

480.434 Examination of applicants for licenses; examination fee; issuance of license

480.435 Licenses; revocation; suspension; refusal to issue or renew

480.436 License fees; term of licenses; delinquency penalty

480.440 Inspection of certain storage tanks; fee

480.445 Regulation of liquefied petroleum gas container or receptacle siting and installation

480.450 Notice of new installations; fees; inspections after original inspection; notice of changes; correction of improper installations required

480.460 Disposition of fees

BOILERS AND PRESSURE VESSELS

480.510 Short title

480.515 Definitions for ORS 480.510 to 480.670

480.520 Purpose of ORS 480.510 to 480.670

480.525 Exempt vessels; rules; fee

480.530 Powers and duties of department

480.535 Board of Boiler Rules; members; duties; qualifications; confirmation; rules

- 480.540 Term of members; removal; compensation and expenses
- 480.545 Rules; minimum safety standards; fees
- 480.550 Minimum safety standards; effect on existing vessels; application of subsequent amendments
- 480.555 Prohibitions relating to nonconforming vessels; exemptions
- 480.560 Inspection; testing; rules
- 480.565 Chief and deputy inspectors; special inspectors
- 480.570 Inspections by special inspectors or others; effect on permit fees; exempt boilers and vessels
- 480.580 Access to buildings and premises by inspectors
- 480.585 Temporary operation authorization; operating permit; suspension or revocation
- 480.595 Permits; rules; fees
- 480.600 Special provisions on permit and inspection fees; notice from insurer
- 480.605 Miscellaneous fees
- 480.610 Disposition of fees
- 480.615 Appeals
- 480.630 Licensing of boiler contractors and persons installing, altering or repairing boilers or pressure vessels; installation permits; fees; continuing education
- 480.632 Employment of unlicensed worker prohibited
- 480.634 Exemption of journeyman plumber for certain activities
- 480.640 When court action not available
- 480.645 Standardized examination; administration
- 480.647 Quality control procedures for welding on nonboiler external piping; rules

480.660 Notice of violation; correction; when use prohibited; appeal

480.670 Civil penalty for Boiler and Pressure Vessel Law violations; disposition of penalty moneys

PENALTIES

480.990 Penalties

EXPLOSIVES GENERALLY

480.010 Labels for blasting powder and fuse. All blasting powder and fuse shipped into this state for use, or manufactured in this state for use in this state, shall have stamped or printed upon the outside of the original package, box, case or wrapper the date of manufacture of the contents.

480.020 Prohibition against sale of bad powder. Whenever any blasting powder shows a state of disintegration or decomposition sufficient so that it remains in a soft condition in a temperature of 32 degrees Fahrenheit, or is in a state of crystallization, which is revealed by some portions being in a hard condition and surrounded by other portions in a soft condition, it shall be deemed bad and dangerous powder, and its sale and use is prohibited.

480.030 Fuse unfit for use and sale; prohibition of use. Whenever any fuse shows by its appearance to have been overheated, or if it is in a hard and brittle condition, which is seen by breaks and cracks in the wrapper around the outside of the fuse, the same shall be declared unfit for use and sale, and its use is forbidden.

480.040 Sale, exchange or possession, when unlawful. No person shall sell or exchange, or offer or expose for sale or exchange, or have in possession for use by employees of the person:

(1) Any blasting powder or fuse which has not been stamped or printed upon as required in ORS 480.010.

(2) Any blasting powder of which the sale and use is prohibited by ORS 480.020.

(3) Any fuse declared to be unfit for use as prohibited by ORS 480.030.

480.050 Prohibition against intrastate transportation of explosives in passenger vehicle operated by common carrier; exception. No person shall transport, carry or convey, or have transported, carried or conveyed, any dynamite, gunpowder or other like explosives, between any places in Oregon, on any car or other vehicle of any description operated by a common carrier which car or vehicle is carrying passengers for hire. However, it shall be lawful to transport on any such car or vehicle small arms, ammunition in any quantity, such fuses, torpedoes, rockets or other signal devices as may be essential to promote safety in operation, and properly packed and marked samples of explosives for laboratory examination, not exceeding a net weight of one-half pound

each and not exceeding 20 samples at one time in a single car or vehicle. Such samples shall not be carried in that part of a car or vehicle which is intended for the transportation of passengers for hire. Nothing in this section shall be construed to prevent the transportation of military or naval forces, with their accompanying munitions of war, on passenger equipment, cars or vehicles.

480.060 Transportation of certain explosives prohibited. No person shall transport, carry or convey, or have transported, carried or conveyed, liquid nitroglycerine, fulminate in bulk in dry condition, or other like explosives, between any places in Oregon, on any car or other vehicle of any description operated by a common carrier in the transportation of passengers.

480.070 Fire bombs prohibited; exceptions. (1) No person shall possess a fire bomb. For the purpose of this section a “fire bomb” is a breakable container containing a flammable liquid with a flash point of 150 degrees Fahrenheit or less, having an integral wick or similar device capable of being ignited, but no device commercially manufactured primarily for the purpose of illuminating shall be deemed to be a fire bomb for the purpose of this section.

(2) This section shall not prohibit the authorized use or possession of such fire bomb by a member of the Armed Forces of the United States or by any member of a regularly organized public fire or police department. [1967 c.417 §21]

480.080 [1961 c.722 §1; repealed by 1963 c.384 §4]

480.085 Requirement for removal of unused explosives from work area. (1) In addition to any other legal requirements, all users of explosives shall be responsible for the removal of all unused explosives from any area of use after the work for which the explosive was required is completed or when the user is absent for more than 30 days from the area of use, unless the explosives are stored in a manner meeting the safety requirements promulgated by the State Fire Marshal pursuant to ORS 476.030.

(2) As used in this section:

(a) “Explosives” means dynamite, blasting powder, black powder, nitroglycerin, detonators, nitro-jelly, prima-cord and detonating fuse.

(b) “User” means any person using explosives for any purpose whatsoever, and regardless of whether such person is being compensated for such use. [1963 c.384 §1]

480.090 [1961 c.722 §2; repealed by 1963 c.384 §4]

480.095 Penalty and civil liability for violation of ORS 480.085. Persons violating ORS 480.085 are subject to the penalty provided in ORS 480.990 (4) and are liable in civil action for damages to any person suffering injury from handling or otherwise coming in contact with unused explosives that are left in an area of use in violation of ORS 480.085, regardless of any negligence or lack of negligence on the part of the defendant. [1963 c.384 §2; 2007 c.71 §158]

480.110 [Amended by 1967 c.417 §23; 1981 c.635 §1; 1983 c.788 §5; repealed by 2013 c.24 §13]

FIREWORKS

480.111 Definitions for ORS 480.111 to 480.165. As used in ORS 480.111 to 480.165:

- (1) “Cone fountain” means a cardboard or heavy paper cone that:
 - (a) Contains 50 grams or less of pyrotechnic composition;
 - (b) If mounted on a common base with other cones having less than one-half inch of separation, results, when measured in combination with all other cones on the base, in a total pyrotechnic composition of not more than 200 grams;
 - (c) If mounted on a common base with other cones having at least one-half inch of separation, results, when measured in combination with all other cones on the base, in a total pyrotechnic composition of not more than 500 grams; and
 - (d) Upon ignition has the same effect as a cylindrical fountain.
- (2) “Consumer fireworks” means:
 - (a) A cone fountain, a cylindrical fountain, a flitter sparkler, a ground spinner, an illuminating torch or a wheel, or a combination of two or more of those items; and
 - (b) Any other items, other than exempt fireworks, containing 500 grams or less of pyrotechnic composition that the State Fire Marshal recognizes by rule to be suitable for retail sale to members of the general public for individual use.
- (3) “Cylindrical fountain” means a cylindrical tube that:
 - (a) Contains 75 grams or less of pyrotechnic composition;
 - (b) If mounted on a common base with other tubes having less than one-half inch of separation, results, when measured in combination with all other tubes on the base, in a total pyrotechnic composition of not more than 200 grams;
 - (c) If mounted on a common base with other tubes having at least one-half inch of separation, results, when measured in combination with all other tubes on the base, in a total pyrotechnic composition of not more than 500 grams;
 - (d) Upon ignition produces a shower of colored sparks and may produce a whistling effect; and
 - (e) Is provided with a means for restraining the behavior of the item, such as a spike for insertion into the ground, a wood or plastic base for placing on the ground or, if designed to be handheld, a wood or cardboard handle.
- (4) “Display fireworks” means pyrotechnic devices that:
 - (a) Are designed for travel into the air or to project effects from a fixed position; and
 - (b)(A) Are classified by the United States Department of Transportation as Division 1.3 compatibility group G explosives or Division 1.4 compatibility group G explosives; or
 - (B) Contain more than 500 grams of pyrotechnic composition and are classified by the United States Department of Transportation as Division 1.4 compatibility group E or S explosives.
- (5) “Exempt fireworks” means the following:

(a) Paper caps containing 0.25 grains or less of explosive mixture and toy guns, canes or other devices designed for firing those caps.

(b) Snakes or similar smoke-producing items containing 100 grains or less of combustible substances.

(c) Model rockets and model rocket motors that are used to propel recoverable models of rocket.

(d) Novelties and trick noisemakers.

(e) Emergency signaling devices, if used in railroad, boat, motor vehicle or other means of transportation for warning or illumination purposes.

(f) Blank cartridges of a type used:

(A) For theater or other shows;

(B) For signaling or ceremonial purposes in athletics or sports; or

(C) By the militia, an organization of war veterans or other organizations, if parading an armed color guard.

(g) Cartridges, shells or gunpowder for use in legally permitted types of firearms.

(h) Military pyrotechnic and signaling devices classified by the United States Department of Transportation as Division 1.4 compatibility group S explosives that are assigned to and in the possession of the Armed Forces of the United States, or an authorized agent of the armed forces, as inventory for use by the armed forces or agent in training active members of the armed forces in their duties.

(i) Other items that in the judgment of the State Fire Marshal do not require regulation or restrictions on sale.

(6) "Explosive mixture" means a substance arranged in a manner to allow burning in less than one second.

(7)(a) "Fireworks" means:

(A) Consumer fireworks;

(B) Display fireworks;

(C) Exempt fireworks;

(D) Pyrotechnic articles;

(E) Special effects; and

(F) Other pyrotechnic devices that:

(i) Are capable of producing audible, visual, mechanical or thermal effects through combustion, deflagration or detonation; and

(ii) Contain chemical elements and compounds that are capable of burning independently of atmospheric oxygen or contain flammable liquid mixtures or flammable gas mixtures.

(b) "Fireworks" does not mean a candle, flaming club, flaming baton or other device that is designed to keep the flame and thermal radiation in close proximity to the device.

(8) "Fireworks display" means an entertainment feature at which the public or a private group is allowed to view a display or discharge that uses or explodes display fireworks or pyrotechnic articles.

(9) "Flitter sparkler" means a narrow paper tube that:

(a) Contains five grams or less of pyrotechnic composition;

(b) Produces colored sparks upon ignition; and

(c) Is activated by igniting paper located at one end of the tube.

(10) “Ground spinner” means a small device similar to a wheel in design and effect that:

- (a) Contains 20 grams or less of pyrotechnic composition;
 - (b) Vents from an orifice located on the side of the tube or elsewhere on the device;
- and

(c) When placed on the ground and ignited, spins rapidly and produces a shower of colored sparks.

(11) “Illuminating torch” means a cylindrical tube that:

- (a) Contains 100 grams or less of pyrotechnic composition; and
- (b) Is provided with a means for restraining the behavior of the item, such as a spike for insertion into the ground, a wood or plastic base for placing on the ground or, if designed to be handheld, a wood or cardboard handle.

(12) “Local government” has the meaning given that term in ORS 174.116.

(13)(a) “Manufacture” means to make, construct, fabricate or produce fireworks.

(b) “Manufacture” does not mean:

- (A) The assembly or fabrication of sets or mechanical pieces for fireworks displays;
- or

(B) Actions taken within the scope of a certification for conducting fireworks displays or for a pyrotechnics operator.

(14) “Pyrotechnic articles” means devices that:

- (a) Are designed for professional use;
- (b) Are similar to consumer fireworks in chemical composition and construction;
- (c) Contain 500 grams or less of pyrotechnic composition;
- (d) Are not labeled as consumer fireworks; and
- (e) Have identification numbers UN0431 or UN0432 in the United States Department of Transportation Hazardous Materials Table set forth in 49 C.F.R. 172.101 or an amendment or replacement of that identification standard recognized by the State Fire Marshal.

(15) “Pyrotechnic composition” means a mixture that is:

- (a) Composed of a metal powder having a high combustion temperature and an oxidant; and
- (b) Capable of an exothermic reaction that produces light, heat, smoke, sound or gas.

(16) “Pyrotechnic device” means consumer fireworks, display fireworks, pyrotechnic articles, special effects and bird and animal control devices, and other combinations or compositions of materials, that produce audible, visual, mechanical or thermal effects.

(17) “Special effects” means articles containing pyrotechnic composition that, subject to authorization from the appropriate jurisdiction, are:

- (a) Manufactured, assembled, designed or discharged in connection with television, theater or motion picture productions, concerts or conference centers; or
- (b) Used for commercial, industrial, educational, recreational or entertainment purposes.

(18) “Wheel” means a pyrotechnic device that:

- (a) Is designed to be attached to a post or tree by means of a nail or string;
- (b) Has one or more driver units or tubes, each containing not more than 60 grams of pyrotechnic composition;

- (c) Contains a total of not more than 200 grams of pyrotechnic composition; and
- (d) Upon ignition revolves and produces a shower of colored sparks and may produce a whistling effect. [2013 c.24 §2]

480.120 Sale, possession and use of fireworks prohibited; exceptions; enforcement. (1) No person shall sell, keep or offer for sale, expose for sale, possess, use, explode or have exploded any fireworks within Oregon, except as follows:

(a) Sales by manufacturers and wholesalers to customers residing outside this state in accordance with ORS 480.156;

(b) Sales to persons or organizations having obtained a permit from the State Fire Marshal for supervised public display;

(c) Sales to railroads, boats, motor vehicle or other transportation agencies, to be used for signal, warning or illumination purposes in connection with such business;

(d) Sale or use of blank cartridges for licensed shows or theaters or for signal or ceremonial purposes in athletics or sports;

(e) Experimental purposes by a manufacturer of explosives at such places where such experiments are normally conducted;

(f) Sale of blank cartridges for use by the militia or any organization of war veterans or other organization authorized by law to parade in public a color guard armed with firearms;

(g) Sale of shells, cartridges, gunpowder or explosives for use in legally permitted firearms;

(h) Sales of items described in ORS 480.127 to persons who possess the retail sales permit required by ORS 480.127 by a person who holds a manufacturer or wholesaler license issued pursuant to ORS 480.111 to 480.165; or

(i) Sales of items described in ORS 480.127 to individual members of the general public for personal use by taking direct delivery of those items at the time of sale from the holder of a retail sale permit issued pursuant to ORS 480.127.

(2) Law enforcement officers of the state, county or municipality shall enforce the provisions of ORS 480.111 to 480.165. [Amended by 1983 c.788 §1; 1985 c.789 §1]

480.122 [1961 c.293 §2; 1987 c.158 §106; repealed by 2015 c.57 §3]

480.123 Use for repelling birds or other animals; permit; rules. (1) As used in this section, “responsible charge” means ownership, a leasehold, management or authority to act as the representative of an owner, lessee or manager.

(2) The State Fire Marshal may adopt rules for the use of fireworks to repel birds or other animals.

(3) A person having responsible charge of a property may apply to the State Fire Marshal for a permit to use and explode fireworks to repel birds or other animals from the property. If the State Fire Marshal finds that the proposed use conforms with state and federal law and State Fire Marshal rules, the State Fire Marshal shall issue the permit.

(4) Notwithstanding ORS 480.120, a person having responsible charge of a property and holding a permit issued under subsection (3) of this section may purchase, possess,

use and explode fireworks for the purpose of repelling birds or other animals from the property. Properties for which permits to use and explode fireworks are issued under this section must be:

- (a) Farms;
- (b) Forests;
- (c) Waste and recycling facilities;
- (d) Airports;
- (e) Golf courses;
- (f) Properties used for the production of commercially valuable fish or seafood;
- (g) Estuaries;
- (h) Properties located outside of an incorporated city; or
- (i) Other types of properties identified by the State Fire Marshal by rule.

(5) Fireworks for use as described in this section must be purchased from a person possessing a wholesaler license issued under ORS 480.111 to 480.165.

(6) The permit holder shall store fireworks obtained under this section in accordance with any fire codes that the State Fire Marshal adopts by rule to ensure safe storage of those fireworks. When adopting storage rules, the State Fire Marshal shall consider any relevant standards for hazardous materials storage established by a national association for fire protection. A local government has concurrent authority with the State Fire Marshal to enforce State Fire Marshal storage requirements within the jurisdiction of the local government.

(7) The State Fire Marshal may revoke a permit issued under this section if the State Fire Marshal determines that the permit holder has violated state or federal law regarding fireworks, rules adopted by the State Fire Marshal or the terms and conditions of the permit.

(8) This section does not require a federal or state agency to obtain a permit under this section for activities carried out by the agency under ORS 480.124. [2015 c.57 §2]

480.124 Use for control of predatory animals allowed. Notwithstanding the provisions of ORS 480.111 to 480.165, fireworks may be purchased, maintained, used and exploded by federal or state agencies authorized and required by ORS 610.002 to 610.020 to eradicate and control predatory animals. Such purchase and use shall be in compliance with rules and regulations promulgated by the State Fire Marshal, with the approval of the state agencies authorized and required by ORS 610.002 to 610.020 to eradicate and control predatory animals. [1961 c.293 §3]

480.127 Permit for retail sale of consumer fireworks; fee; rules. (1) Any person who desires to sell consumer fireworks at retail to individual members of the general public for personal use shall apply in writing to the State Fire Marshal for a permit at least 15 days in advance of the proposed sale. The State Fire Marshal shall issue the permit only if the State Fire Marshal finds that the applicant is qualified to conduct the proposed sale and that the proposed sale will conform to the provisions of ORS 480.111 to 480.165 and any rules adopted under ORS 480.111 to 480.165. A fee may be charged for the permit. Subject to prior approval by the Oregon Department of Administrative Services, the amount of the fee shall be set by rule and shall be adjusted subsequently by

the State Fire Marshal to finance the administrative expenses incurred under this section and shall be within the budget authorized by the Legislative Assembly as that budget may be modified by the Emergency Board.

(2) A retail sales permit issued under this section authorizes the sale of consumer fireworks only in the year for which the permit is issued during the period that begins on June 23 and ends on July 6 of the year for which the permit is issued.

(3) A retail sales permit holder shall store consumer fireworks in accordance with any fire codes that the State Fire Marshal adopts by rule to ensure safe storage of those fireworks. The matters that the State Fire Marshal considers when adopting storage rules for fireworks may include, but are not limited to, any United States Department of Transportation requirements relating to hazardous materials storage. [1983 c.788 §3; 1991 c.703 §14; 2013 c.24 §3; 2023 c.602 §13]

480.130 Permit for fireworks display; permit for wholesale sale of consumer fireworks; fee; rules. (1) All persons, municipalities, associations or organizations or groups of individuals desiring to sell, discharge, fire off, explode or display fireworks for a public display, or to sell consumer fireworks to persons who possess the permit referred to in ORS 480.127, shall apply in writing to the State Fire Marshal for a permit at least 15 days in advance of the proposed sale or date of the display. The State Fire Marshal, upon receipt of such application, shall determine if the proposed sale or display will conform to law and any rules promulgated thereunder. If the State Fire Marshal finds that the applicant is qualified to conduct such sale or display and that the proposed sale or display is in accordance with the law and all rules, the State Fire Marshal shall issue a permit; otherwise the State Fire Marshal shall refuse to issue it.

(2) The fee for a permit for the public display of fireworks and each permit for the sale of any fireworks shall be established by rule by the State Fire Marshal, subject to prior approval by the Oregon Department of Administrative Services, and subsequently shall be adjusted to finance the administrative expenses incurred under this section and shall be within the budget authorized by the Legislative Assembly as that budget may be modified by the Emergency Board. All fees collected shall be deposited to the credit of the State Fire Marshal Fund.

(3) Sales permits for fireworks are not valid for more than one year from date of issue. A public display permit is not valid for more than 10 days from date of issuance and may authorize only one fireworks display during that period. [Amended by 1967 c.417 §24; 1983 c.788 §6; 1985 c.789 §2; 1991 c.703 §15; 2013 c.24 §4; 2023 c.602 §14]

480.140 Fireworks displays to be under supervision of police and fire department chiefs or county court. (1) Every such display held within the boundaries of any municipality shall be under the supervision of the chiefs of police and fire departments of the municipalities in which the display is to be held and shall be of such character, and so located, discharged or fired as, in the opinion of the chief of the fire department, after proper inspection, shall not be hazardous to property or endanger any person.

(2) Every such display held outside the boundaries of any municipality or fire protection district shall be under the supervision of the county court of the county in which the display is to be held and shall be of such character, and so located, discharged or fired as, in the opinion of the county court or of a county official duly authorized by the county court, after proper inspection, shall not be hazardous to property or endanger any person.

480.150 Permits for fireworks sales or displays; rules; security. (1) The State Fire Marshal may adopt reasonable rules for granting permits for supervised public displays or sales of fireworks by municipalities, fair associations, amusement parks, and other persons, organizations or groups of individuals. The governing body of any municipality, or of any county, may require liability insurance, or an irrevocable letter of credit issued by an insured institution as defined in ORS 706.008 or other form of indemnity deemed adequate by the municipality, or the county, from any person, in a sum not less than \$500, conditioned for payment of all damages which may be caused either to a person or property by reason of the authorized display or sale and arising from any acts of any person or agents, employees or subcontractors of the person. At the time a permit is revoked, the State Fire Marshal or approving authority may include in the revocation order a provision prohibiting the holder of the revoked permit from applying for or obtaining another such permit, for a period not to exceed three years from the revocation date, if the State Fire Marshal or approving authority finds that the circumstances of the permit holder's failure to comply with applicable sale or display statutes and regulations presented a significant fire hazard or other public safety danger.

(2) The State Fire Marshal or the approving authority of any governmental subdivision may revoke permits for display or sale of fireworks when in the opinion of the State Fire Marshal or the approving authority the sale or display of fireworks is not in compliance with applicable statutes and regulations governing such sale or displays.

(3) Permit fees required by ORS 480.130 shall not be refunded in the event such permits are revoked. [Amended by 1967 c.417 §25; 1983 c.788 §4; 1985 c.789 §3; 1991 c.331 §72; 1997 c.631 §483; 2013 c.24 §5]

480.152 Publication of advertisement for sale of unlawful fireworks prohibited.

(1) No person shall publish or cause to be published:

(a) Any advertisement for the sale of fireworks the use or possession of which is declared unlawful by ORS 480.111 to 480.165.

(b) Any advertisement for the sale of fireworks in any county, municipality or fire protection district that by law or ordinance has declared the sale or use of the fireworks is prohibited.

(2) Subsection (1) of this section does not apply to any advertising medium that accepts such advertising in good faith, without knowledge of the violation of law. [1985 c.789 §7; 2013 c.24 §6]

480.154 Manufacturer or wholesaler required to maintain records of sale of fireworks; shipments to show permit number; confiscation. (1) Each manufacturer or wholesaler of fireworks shall keep a record of all sales showing the name and address of

the purchaser, the state of destination, license and permit numbers, the state and date of permit issuance and a list of the type and quantity of fireworks sold.

(2) All shipments of fireworks coming into this state must show the appropriate permit number of the addressee on the outside of the package. If the permit number is not so shown, such shipment may be confiscated by a law enforcement officer or fire protection enforcement authority having jurisdiction. [1985 c.789 §8; 2013 c.24 §7]

480.156 Sale of fireworks to out-of-state resident without valid license or permit prohibited; seller to ascertain license or permit requirements of other states; seller's records. (1) It is unlawful for any person to sell fireworks at wholesale to any out-of-state resident who does not possess and present to the seller for inspection at the time of sale a valid license or permit issued in the name of such out-of-state resident, if such license or permit is required to purchase, possess, transport, store, distribute, sell or otherwise deal with or use fireworks by the laws of such other state.

(2) The burden of ascertaining whether the laws of such other state require a license or permit and whether the purchaser possesses such a valid license or permit shall be entirely on the seller. Each seller shall record, in a manner prescribed by the State Fire Marshal, each sale described in this section. The record shall include the identification of type and quantity of fireworks sold, name of purchaser, state of destination, state issuing license or permit and number or other identifying description and date of issue of license or permit. [1985 c.789 §9; 2013 c.24 §8]

480.158 Parents of minor liable for costs incurred in suppressing fires caused by use of fireworks by minor; exception. (1) In addition to any other remedy provided by law, the parent or parents of an unemancipated minor child shall be liable for costs incurred by a public fire agency in suppressing fires caused by use of fireworks by such minor child. However, a parent who is not entitled to legal custody of the minor child at the time of the fire shall not be liable for such damages.

(2) The legal obligation of the parent or parents of an unemancipated minor child to pay damages under this section shall be limited to not more than \$5,000 payable to the same claimant, for one or more acts.

(3) When an action is brought under this section on parental responsibility for acts of their children, the parents shall be named as defendants therein and, in addition, the minor child shall be named as a defendant. The filing of an answer by the parents shall remove any requirement that a guardian ad litem be required.

(4) Nothing in subsections (1) to (3) of this section applies to foster parents. [1985 c.789 §6]

480.160 Local regulation and effect of state law; local enforcement authority. (1) Nothing in ORS 480.111 to 480.165, nor in any permit issued thereunder, shall authorize the manufacture, sale, use or discharge of fireworks in any city, county or fire protection district in which such manufacture, sale, use or discharge is otherwise prohibited by law or municipal ordinance; nor shall any city, county or fire protection district authorize the sale or use of any fireworks prohibited by the provisions of ORS 480.111 to 480.165.

(2) For the purposes of enforcing ORS 480.111 to 480.165 in an area exempt under ORS 476.030 (3) within a rural fire protection district, the fire marshal, if there is one, or the fire chief of that rural fire protection district has the same enforcement authority as the State Fire Marshal.

(3) No person shall deliver or cause to be delivered into any county, municipality or rural fire protection district for the purpose of sale to individual members of the general public for personal use any consumer fireworks if the county, municipality or rural fire protection district by law or ordinance has declared that the sale or use of the consumer fireworks is prohibited.

(4) The manufacture, sale, use or discharge of fireworks may be regulated by the governing body of a rural fire protection district, subject to the following conditions:

(a) The regulation must be by ordinance adopted by the governing body of the district, after public notice and hearing, not later than January 1 of any calendar year in which regulation is to be operative.

(b) The regulation shall not be operative within the boundaries of any city that regulates such matters by city ordinance.

(c) The regulation shall not prohibit the manufacture, sale, use or discharge of fireworks the manufacture, sale, use or discharge of which is authorized by ORS 480.111 to 480.165.

(d) The regulation may not limit sales to less than five days per calendar year, and must include the five consecutive day period beginning June 30. [Amended by 1983 c.788 §7; 1985 c.789 §4; 1993 c.185 §32; 2013 c.24 §9]

480.165 Civil penalty for fireworks law violations. (1) In addition to any other penalty provided by law, any person who violates any provision of ORS 480.111 to 480.165, or any rule adopted by the State Fire Marshal pursuant thereto, is subject to a civil penalty imposed by the State Fire Marshal in an amount not to exceed \$500 per violation. However, an individual member of the general public who possesses fireworks of a retail value less than \$50 is not subject to a civil penalty. Each day a violation continues shall be considered a separate offense.

(2) All moneys recovered pursuant to this section shall be paid into the State Fire Marshal Fund.

(3) Civil penalties under this section shall be imposed as provided in ORS 183.745. [1991 c.856 §§2,3]

480.170 [Repealed by 1987 c.158 §107]

MANUFACTURE, SALE, POSSESSION AND TRANSFER OF EXPLOSIVES

480.200 Definitions for ORS 480.200 to 480.290. As used in ORS 480.200 to 480.290 unless the context requires otherwise:

(1) “Certificate of possession” means a certificate issued under ORS 480.235 by the State Fire Marshal to applicants who have met the requirements of ORS 480.200 to 480.290.

(2) “Certificate of registration” means a certificate of registration issued under ORS 480.244 by the State Fire Marshal for an explosives magazine.

(3) “Explosive” means a chemical compound, mixture or device, the primary or common purpose of which is to function by explosion. The term includes, but is not limited to, dynamite, pellet powder, initiating explosives, detonators, safety fuses, squibs, detonating cord, igniter cord and igniters, but excludes fireworks, as defined in ORS 480.111, black powder, smokeless powder, small arms ammunition, small arms ammunition primers and fertilizer, as defined in ORS 633.311.

(4) “Issuing authority” means the State Fire Marshal or an assistant appointed by the State Fire Marshal under ORS 480.280 (2).

(5) “Magazine” means an approved facility for the storage of explosives.

(6) “Small arms ammunition” means a shotgun, rifle, pistol or revolver cartridge.

(7) “Small arms ammunition primers” means small percussion-sensitive explosive charges encased in a cup and used to ignite propellant powder. [1971 c.518 §1; 1983 c.100 §3; 1999 c.980 §1; 2001 c.914 §26; 2013 c.24 §10]

480.205 Application. ORS 480.200 to 480.290 and 480.990 (6) do not apply to:

(1) The possession of an explosive by a member of the Armed Forces of the United States while on active duty and engaged in the performance of official duties or by a member of a regularly organized public law enforcement agency, public fire department or fire protection agency while engaged in the performance of official duties.

(2) The possession of an explosive in the course of transportation by way of railroad, water, highway or air while under the jurisdiction of, or in conformity with, regulations adopted by the United States Department of Transportation. [1971 c.518 §2; 1987 c.158 §108; 1999 c.980 §2]

480.210 Certificate, license or permit required; display upon demand; defenses.

(1) A person may not possess an explosive unless:

(a) The person has in immediate possession at all times during the possession of the explosive a valid certificate of possession issued to the person under ORS 480.235;

(b) The person possesses a license or permit issued by the Bureau of Alcohol, Tobacco, Firearms and Explosives of a type that authorizes the possession; or

(c) The person is listed as a responsible person or employee possessor under a license or permit described in paragraph (b) of this subsection.

(2) A person in possession of an explosive shall display a certificate of possession or federal license or permit upon the demand of the State Fire Marshal, an assistant to the State Fire Marshal, a magistrate or a law enforcement agency, public fire department or fire protection agency of this state.

(3) It is a defense to a charge under subsection (1) of this section that the person so charged produce in court:

(a) A certificate described in subsection (1)(a) of this section that was valid at the time of the arrest of the person;

(b) Proof that the person has a license or permit issued by the Bureau of Alcohol, Tobacco, Firearms and Explosives of a type authorizing the person to possess the explosives; or

(c) Proof that the person is listed as a responsible person or employee possessor under a license or permit described in paragraph (b) of this subsection. [1971 c.518 §3; 1999 c.980 §3; 2007 c.71 §159; 2009 c.164 §1]

480.215 Transfer of explosives limited. Possession of an explosive may not be transferred unless:

(1) The transferee holds a certificate of possession under ORS 480.235 and the certificate is valid at the time of the transfer;

(2) The transferee holds a license or permit issued by the Bureau of Alcohol, Tobacco, Firearms and Explosives of a type that authorizes possession of the explosive by the transferee; or

(3) The transferee is a consignee of explosives that have been transported under the jurisdiction of or in conformity with regulations adopted by the United States Department of Transportation. [1971 c.518 §4; 1981 c.635 §2; 1999 c.980 §4; 2001 c.104 §219; 2007 c.71 §160; 2009 c.164 §2]

480.220 [1971 c.518 §5; repealed by 1989 c.982 §7]

480.225 Eligibility for certificate of possession. (1) A person is eligible for a certificate of possession under ORS 480.235 if:

(a) The person has not been convicted, or found guilty except for insanity under ORS 161.295, of a misdemeanor involving violence, as defined in ORS 166.470, within the previous four years. A person who has been so convicted is eligible under this subsection following the expiration of seven years after the date of final and unconditional discharge from all imprisonment, probation and parole resulting from the conviction.

(b) The person has not been convicted, or found guilty except for insanity under ORS 161.295, of, and is not under indictment for, any felony.

(c) The person is not a fugitive from justice, has no outstanding warrants for arrest and is not free on any form of pretrial release for any offenses listed in paragraphs (a) and (b) of this subsection.

(d) The person has not been determined to be a person with mental illness under ORS 426.130 or to have an intellectual disability under ORS 427.290. A person who previously has been so determined is eligible under this subsection if, at the time of application for such a certificate, the person produces a certified copy of a full discharge from the proper state hospital. The Oregon Health Authority shall provide the State Fire Marshal with direct electronic access to the authority's database of information identifying persons meeting the criteria of this section who were committed or subject to an order under ORS 426.130. The State Fire Marshal and the authority shall enter into an agreement describing the access to information under this subsection.

(e) The person is at least 21 years of age.

(f) The person does not use a fictitious name or make a material misrepresentation in application for such a certificate.

(g)(A) The person has not been convicted of, and is not under indictment for, a criminal offense involving a controlled substance as defined in ORS 475.005, other than the offense of driving under the influence of intoxicants.

(B) Notwithstanding subparagraph (A) of this paragraph, a person who has had a certificate denied or revoked due to conviction of a criminal offense involving a controlled substance is eligible under this section following the expiration of seven years after the date of final and unconditional discharge from all imprisonment, probation and parole resulting from the conviction.

(h) The person has been discharged from the jurisdiction of the juvenile court for more than four years for an act that, if committed by an adult, would constitute a felony or a misdemeanor involving violence, as defined in ORS 166.470.

(i) The person is not the subject of a restraining order that alleges the person's possession of explosives presents a credible threat to another person.

(j) The person has passed an examination administered by the State Fire Marshal that assesses the person's knowledge of safety in the transportation and storage of explosives as required under federal and state laws and regulations pertaining to explosives. The State Fire Marshal shall examine each applicant prior to issuance of a certificate of possession to the applicant. The State Fire Marshal may by rule establish and collect an examination fee in an amount necessary to cover the cost of administering the examination.

(k) The person certifies on the application for a certificate of possession that all explosives in the person's possession will be used, stored and transported in accordance with federal, state and local requirements.

(L) The person certifies that all explosives will be possessed, used, stored and transported in accordance with federal, state and local requirements.

(2) Subsection (1)(a) and (b) of this section does not apply to a conviction or indictment that has been expunged from a person's record under the laws of this state or equivalent laws of another jurisdiction. [1971 c.518 §6; 1981 c.635 §3; 1983 c.100 §4; 1985 c.362 §1; 1999 c.980 §5; 2007 c.70 §275; 2009 c.595 §981; 2011 c.658 §40; 2011 c.720 §206; 2013 c.360 §61]

480.230 Application for certificate of possession; fee. A person desiring a certificate of possession shall apply on application forms provided by the Department of the State Fire Marshal. The forms shall be completed in full and shall include:

(1) The applicant's legal name, current address and current telephone number;

(2) The applicant's date of birth;

(3) A statement by the applicant that the applicant is eligible for a certificate of possession under ORS 480.225;

(4) The number of the certificate of registration issued under ORS 480.244 for the explosives magazine where the applicant intends to store the explosives;

(5) Any other information that the issuing authority may require to readily identify the applicant;

(6) A certification, signed and dated by the applicant, that the information contained in the application is true; and

(7) A nonrefundable application fee of \$50 for a three-year certificate. [1971 c.518 §7; 1983 c.100 §2; 1999 c.980 §6; 2021 c.539 §140]

480.235 Waiting period for issuance of certificate of possession; investigation of applicant; authority of investigating body to require fingerprints; term of certificate; assignment or transfer prohibited; records required. (1) A certificate of possession shall be issued or denied within 45 days after the date of the application or the conclusion of the investigation conducted by the issuing authority pursuant to subsection (2) of this section.

(2) The issuing authority shall conduct an investigation to ensure that the applicant meets the requirements listed in ORS 480.225 and 480.230. The issuing authority shall include fingerprinting and photographic identification in the investigation. The issuing authority may use fingerprints obtained under this subsection for the purpose of requesting a state or nationwide criminal records check under ORS 181A.195. Unless the issuing authority finds that the applicant is ineligible under ORS 480.225 or 480.230, the authority shall issue a certificate of possession to the applicant. If the issuing authority finds that the applicant is ineligible under ORS 480.225 or 480.230, the authority shall issue a notification of denial. The denial is subject to the provisions of ORS 480.275.

(3) A certificate of possession is valid for three years from the date of issuance unless suspended or revoked pursuant to ORS 480.270.

(4) A certificate of possession may not be assigned or transferred.

(5) The holder of a certificate of possession shall maintain a record of the type and quantity of all explosives possessed during the certificate period. The record shall be made available upon demand of the issuing authority, a magistrate or a law enforcement agency, public fire department or fire protection agency of this state.

(6) Notwithstanding ORS 181A.195 (5) and (6), the Department of State Police shall maintain in the department's files fingerprint cards submitted to it for purposes of conducting a state or nationwide criminal records check under ORS 181A.195 on applicants for a certificate of possession. [1971 c.518 §8; 1981 c.635 §4; 1983 c.100 §5; 1999 c.980 §7; 2005 c.730 §28]

480.239 Application for renewal of certificate of possession; testing criteria. Any applicant for the renewal of an unexpired certificate of possession issued on or after June 1, 2000, shall not be required to retake the safety examination described under ORS 480.225 (1)(j) to obtain the renewal unless the applicant has allowed the certificate to lapse. All other requirements for the issuance of a certificate shall be met before a certificate is renewed. [1999 c.980 §15]

480.240 [1971 c.518 §11; repealed by 1983 c.100 §1]

480.244 Storage facility approval; inspection; relocation; rules; fees. (1) A person may store explosives only in an explosives magazine that has been issued a certificate of registration by the State Fire Marshal or has been approved by the Bureau of Alcohol, Tobacco, Firearms and Explosives for storing that type of explosive.

(2) An application for a certificate of registration shall be submitted on a form approved by the State Fire Marshal and shall contain all information required by rule of the State Fire Marshal, including but not limited to the magazine location and structural information.

(3) The State Fire Marshal may establish by rule and collect application and registration fees in an amount necessary to cover the cost of administering the magazine registration program.

(4) Except as provided in subsection (5) of this section, prior to issuing a certificate of registration, the State Fire Marshal shall inspect the magazine to ensure that the magazine complies with the rules established by the State Fire Marshal under ORS 480.280. The State Fire Marshal shall issue a certificate of registration for the magazine unless the State Fire Marshal finds that the magazine does not comply with the rules and regulations adopted by the State Fire Marshal. Denial of a certificate of registration shall be in accordance with subsection (9) of this section.

(5) The State Fire Marshal may substitute for its own inspection of the magazine as required under subsection (4) of this section an inspection completed by the Bureau of Alcohol, Tobacco, Firearms and Explosives. The State Fire Marshal shall establish criteria for when the Bureau of Alcohol, Tobacco, Firearms and Explosives inspection may substitute for the State Fire Marshal inspection.

(6) A certificate of registration shall be valid for two years unless suspended or revoked as provided under subsection (9) of this section.

(7) An application for the renewal of a certificate of registration shall be accompanied by any application fee established by the State Fire Marshal. A person who applies to renew a certificate before the person's current certificate expires does not need to retake the safety examination described under ORS 480.225 (1)(j). Each magazine shall be reinspected prior to renewal of the certificate of registration.

(8) If a magazine required to be registered under this section or that is approved by the Bureau of Alcohol, Tobacco, Firearms and Explosives is relocated, the person responsible for the magazine shall notify the State Fire Marshal within 24 hours of the relocation. Upon receiving notification under this subsection, the State Fire Marshal shall notify the fire department or fire protection agency having jurisdiction over the new location.

(9) The State Fire Marshal may deny, suspend or revoke a certificate of registration if the State Fire Marshal finds that the magazine is ineligible for a certificate of registration. If the State Fire Marshal denies, suspends or revokes the certificate of registration, the issuing authority shall issue a notification of denial, suspension or revocation, subject to ORS 480.275.

(10) The issuing authority may revoke the certificate of registration for failure to comply with any provision of ORS 480.200 to 480.290. [1999 c.980 §16; 2007 c.71 §161; 2009 c.164 §3]

480.245 [1971 c.518 §12; repealed by 1983 c.100 §1]

480.250 [1971 c.518 §13; 1981 c.635 §5; repealed by 1983 c.100 §1]

480.255 [1971 c.518 §14; repealed by 1999 c.980 §18]

480.260 [1971 c.518 §§16,17; repealed by 1999 c.980 §18]

480.265 Report of loss, theft or unlawful removal of explosives required. The loss, theft or unlawful removal of an explosive from the possession of any person shall be reported by the person within 24 hours to the issuing authority and a law enforcement agency of this state. The report shall include the type and quantity of the explosive. [1971 c.518 §18; 1999 c.980 §8]

480.270 Revocation or suspension for violations; surrender of certificate of possession. (1) The issuing authority may suspend or revoke a certificate of possession if the issuing authority finds that the person to whom the certificate of possession was issued is ineligible for the certificate of possession under ORS 480.225 or 480.230 or that the person has been convicted of a violation under ORS 480.990 (6).

(2) A certificate of possession suspended or revoked under subsection (1) of this section shall be void from the date of the suspension or revocation. The person to whom the certificate of possession was issued shall surrender the suspended or revoked certificate of possession to the issuing authority upon the demand of the issuing authority. [1971 c.518 §19; 1987 c.158 §109; 1999 c.980 §9]

480.275 Hearings on denial, suspension or revocation of certificate. An applicant who has been denied a certificate of possession or a certificate of registration or a person whose certificate of possession or certificate of registration has been suspended or revoked is entitled to a hearing before the issuing authority under ORS chapter 183. [1971 c.518 §20; 1999 c.980 §10]

480.280 Administration and enforcement by State Fire Marshal; rules; appointment of assistants. (1) The State Fire Marshal shall administer and enforce ORS 480.200 to 480.290 and 480.990 (6) and may, in accordance with the applicable provisions of ORS chapter 183, adopt rules considered to be necessary in carrying out ORS 480.200 to 480.290 and 480.990 (6). The rules adopted shall be such as are reasonably necessary for the protection of the public health, welfare and safety and of persons possessing or storing explosives.

(2) The State Fire Marshal may appoint an individual, designated as assistant by ORS 476.060 (1), or any other individual to act as the assistant of the State Fire Marshal in the administration and enforcement of ORS 480.200 to 480.290 and 480.990 (6). [1971 c.518 §§21,23; 1987 c.158 §110; 1999 c.980 §11]

480.285 [1971 c.518 §24; repealed by 1973 c.832 §14]

480.290 Requirements for person driving vehicle transporting explosives. (1) Each person who drives or has charge of a vehicle transporting explosives must comply with the requirements of the United States Department of Transportation.

(2) Except as provided in subsection (3) of this section, the driver of a vehicle transporting any quantity of explosives must attend the vehicle at all times.

(3) The driver of a vehicle transporting explosives may leave the vehicle unattended only at a designated location that has been approved for such parking by the State Fire Marshal or by the local government agency that has responsibility for fire protection.

(4) A vehicle which contains explosives must not be parked within 300 feet of any bridge, tunnel, dwelling, building or place where people work, congregate or assemble except for brief periods when the necessities of operation require the vehicle to be parked and make it impracticable to park the vehicle in any other place.

(5) As used in this section, a vehicle is “attended” when the person in charge of the vehicle is on the vehicle, awake and not in a sleeper berth, or is within 100 feet of the vehicle and has it within unobstructed field of view.

(6) All vehicles containing explosives shall display appropriate placards conforming to the requirements of the United States Department of Transportation. [1985 c.165 §2; 1999 c.980 §12; 2009 c.164 §4]

REGULATION OF GASOLINE DISPENSING

480.310 Definitions for ORS 480.310 to 480.385. As used in ORS 480.310 to 480.385:

(1) “Class 1 flammable liquids” means liquids with a flash point below 25 degrees Fahrenheit, closed cup tester.

(2) “Nonretail facility” means an unattended facility where Class 1 flammable liquids are dispensed through a card or key activated fuel dispensing device to nonretail customers. [Amended by 1991 c.863 §48]

480.315 [1991 c.863 §49a; 1999 c.59 §160; 2007 c.70 §276; repealed by 2023 c.607 §9]

480.320 [Amended by 1959 c.73 §1; repealed by 2023 c.607 §9]

480.330 [Amended by 2001 c.285 §1; repealed by 2023 c.607 §9]

480.332 Fuel dispensing devices. (1) A filling station, service station, garage or other dispensary where Class 1 flammable liquids are dispensed at retail may not designate more than the same number of fuel dispensing devices for self-service use by customers as are designated for attended service by an owner, operator or employee of the dispensary of Class 1 flammable liquids.

(2) A self-service fuel dispensing device may be equipped with an automated payment device and must be equipped with an automatic nozzle as described in ORS 480.340.

(3) A filling station, service station, garage or other dispensary offering fuel dispensing devices for self-service must:

(a) Post one or more notification signs that are clearly readable by an operator of a motor vehicle stating which fuel dispensing devices are designated for self-service and which fuel dispensing devices are designated for attended service by an owner, operator or employee of the dispensary of Class 1 flammable liquids; and

(b) Designate at least one person to provide attended service.

(4) Except as provided in ORS 480.341 and subsection (7) of this section, a filling station, service station, garage or other dispensary may allow self-service dispensing of

Class 1 flammable liquids at retail only during hours that the dispensary makes an owner, operator or employee of the dispensary available for the dispensing of Class 1 flammable liquids.

(5) The price charged for Class 1 flammable liquids must be identical at a self-service fuel dispensing device and at any fuel dispensing device reserved for use by an owner, operator or employee of a dispensary.

(6) Sales under subsection (4) of this section do not make a filling station, service station, garage or other dispensary where Class 1 flammable liquids are dispensed at retail subject to any provisions of ORS 480.310 to 480.385 regulating nonretail facilities.

(7) The operator of a motorcycle, as defined in ORS 801.365, may dispense Class 1 flammable liquids into the operator's motorcycle, regardless of whether an owner, operator or employee of the dispensary offers use of self-service fuel dispensing devices for use by customers.

(8) This section does not prohibit, limit or condition any dispensing of Class 1 flammable liquids or diesel fuel otherwise authorized under ORS 480.310 to 480.385.
[2023 c.607 §2]

480.340 Automatic shut-off devices regulated; aviation fuel exception. An owner, operator or employee of a filling station, service station, garage or other dispensary where Class 1 flammable liquids, except aviation fuels, are dispensed at retail may not install or use or permit the use of a device that permits the dispensing of the liquids when the operator of the discharge nozzle removes the operator's hand from the control lever, unless the device is equipped with an automatic nozzle of a type that has been approved by the State Fire Marshal and that has as an integral part of the automatic nozzle assembly a latch-open device capable of shutting off the flow of the liquids reliably when the tank is filled or when the nozzle falls or slips from the filling neck of the tank.
[Amended by 1959 c.73 §2; 2001 c.285 §2; 2023 c.607 §3]

Note: Sections 1 and 2, chapter 261, Oregon Laws 2023, provide:

Sec. 1. (1) As used in this section, "2020 wildfires" includes all wildfires within Marion County that were identified in an executive order issued by the Governor in accordance with the Emergency Conflagration Act under ORS 476.510 to 476.610 between August 1 and September 30, 2020.

(2) Notwithstanding ORS 480.320 [repealed], 480.330 [repealed], 480.340 and 480.349 [repealed], and subject to ORS 480.344, a filling station, service station, garage or other dispensary where Class 1 flammable liquids are dispensed at retail may permit a customer to use or manipulate a device for dispensing liquids into the fuel tank of a motor vehicle or other retail container, regardless of whether an owner, operator or employee of the dispensary is present at the dispensary if:

(a) The dispensary is located within a city of Marion County that was directly impacted as a result of the 2020 wildfires; and

(b) The city described in paragraph (a) of this subsection is located at least 15 driving miles from another city with a retail dispensary, measured by the shortest distance by public roads between the two dispensaries.

(3) Sales under subsection (2) of this section do not make a filling station, service station, garage or other dispensary where Class 1 flammable liquids are dispensed at retail subject to any provisions of ORS 480.315 to 480.385 [series became 480.310 to 480.385] regulating nonretail facilities.

(4) This section does not prohibit, limit or condition any dispensing of Class 1 flammable liquids or diesel fuel otherwise authorized under ORS 480.315 to 480.385. [2023 c.261 §1]

Sec. 2. Section 1 of this 2023 Act is repealed on January 2, 2029. [2023 c.261 §2]

480.341 Customer operation of gasoline dispensing device in low-population county of eastern Oregon. (1) As used in this section, “rural Oregon” means Baker, Clatsop, Crook, Curry, Gilliam, Grant, Harney, Hood River, Jefferson, Klamath, Lake, Malheur, Morrow, Sherman, Tillamook, Umatilla, Union, Wallowa, Wasco and Wheeler Counties.

(2) Subject to subsection (3) of this section, if a filling station, service station, garage or other dispensary where Class 1 flammable liquids are dispensed at retail is located in rural Oregon, the owner or operator may permit a customer to use or manipulate a device for dispensing liquids into the fuel tank of a motor vehicle or other retail container, regardless of whether an owner, operator or employee of the dispensary is present at the dispensary.

(3) If the site of a dispensary described in subsection (2) of this section includes retail space providing goods or services, other than goods or services for maintaining, repairing or cleaning a motor vehicle, the dispensary shall make an owner, operator or employee available for dispensing Class 1 flammable liquids after 6 a.m. and before 6 p.m.

(4) If a nonretail facility is located in rural Oregon, the owner or operator may, subject to ORS 480.340:

- (a) Permit the dispensing of Class 1 flammable liquids at retail;
- (b) Permit a person other than an owner, operator, employee or nonretail customer to use or manipulate a device for dispensing liquids into the fuel tank of a motor vehicle or other retail container; and
- (c) Permit the use of an installed automated payment or self-service dispensing fuel device for the liquids.

(5)(a) Sales under subsection (2) of this section do not make a filling station, service station, garage or other dispensary where Class 1 flammable liquids are dispensed at retail subject to any provisions of ORS 480.310 to 480.385 regulating nonretail facilities.

(b) Sales under subsection (4) of this section do not require that a nonretail facility possess a license to dispense Class 1 flammable liquids at retail.

(c) Sales under subsection (4) of this section do not require that a nonretail facility possess a conditional use license issued under ORS 480.355. However, sales under subsection (4) of this section do not prevent a nonretail facility that qualifies under ORS 480.355 from also possessing a conditional use license.

(d) Purchasing Class 1 flammable liquids under subsection (4) of this section does not make a retail customer subject to any gallonage requirement set forth in ORS 480.345.

(e) Purchasing Class 1 flammable liquids under subsection (4) of this section does not make a retail customer subject to rules of the State Fire Marshal establishing safety training requirements.

(6) This section does not prohibit, limit or condition any dispensing of Class 1 flammable liquids or diesel fuel otherwise authorized under ORS 480.310 to 480.385.

(7) No later than 90 days prior to commencing sales under subsection (4) of this section, a nonretail facility shall notify the State Fire Marshal that the facility plans to dispense Class 1 flammable liquids at retail under this section. [2015 c.525 §2; 2017 c.207 §1; 2023 c.607 §4]

480.343 [2017 c.207 §2; repealed by 2023 c.607 §9]

480.344 Equal access for persons with disabilities. A filling station, service station, garage or other dispensary subject to ORS 480.332 or 480.341, that makes an owner, operator or employee available for dispensing Class 1 flammable liquids, shall provide equal access to the dispensing services of the dispensary to persons with disabilities. Equal access shall be provided by:

(1) Posting a sign that is clearly readable by an operator of a motor vehicle that notifies persons with disabilities that refueling assistance may be requested by:

(a) Contacting the dispensary owner, operator or employee at the telephone number provided in the sign; and

(b) Signaling to the dispensary owner, operator or employee in any other manner described in the sign;

(2) Providing refueling assistance upon request of a person with a disability; and

(3) Providing refueling assistance without charging an additional service fee. [2019 c.237 §1; 2023 c.607 §8]

Note: 480.344 was enacted into law by the Legislative Assembly but was not added to or made a part of ORS chapter 480 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

480.345 Conditions for operation of dispensing device by certain nonretail customers. The owner, operator or employee of a dispensing facility may permit nonretail customers other than the owner, operator or employee to use or manipulate at the dispensing facility a card activated or key activated device for dispensing Class 1 flammable liquids into the fuel tank of a motor vehicle or other container under the following conditions:

(1) The owner or operator shall hold a current nonretail facility license issued by the State Fire Marshal under ORS 480.350;

(2) Except as provided in ORS 480.360, a nonretail customer shall purchase at least 900 gallons of Class 1 flammable liquids or diesel fuel from any source during a 12-month period or, if the amount of such liquids or fuel purchased is less than 900 gallons annually, file documentation that:

(a) The fuel qualifies as a deductible farming expense on the customer's federal income tax return;

(b) The fuel was purchased by a governmental agency providing fire, ambulance or police services; or

(c) The fuel was purchased by:

(A) A people's utility district organized under ORS chapter 261;

(B) A domestic water supply district organized under ORS chapter 264;

(C) A mass transit district organized under ORS 267.010 to 267.394;

(D) A metropolitan service district organized under ORS chapter 268;

(E) A special road district organized under ORS 371.305 to 371.360;

(F) A 9-1-1 communications district organized under ORS 403.300 to 403.380;

(G) A sanitary district organized under ORS 450.005 to 450.245;

(H) A sanitary authority, water authority or joint water and sanitary authority organized under ORS 450.600 to 450.989;

(I) A rural fire protection district organized under ORS chapter 478;

(J) A water improvement district organized under ORS chapter 552;

(K) A water control district organized under ORS chapter 553; or

(L) A port organized under ORS chapter 777.

(3) The nonretail customer shall provide a federal employer identification number or equivalent documentation to indicate participation in a business or employment with a government agency or nonprofit or charitable organization;

(4) The nonretail customer, other than the owner or operator, dispensing Class 1 flammable liquids shall be employed by a business, government agency or nonprofit or charitable organization and shall dispense Class 1 flammable liquids only into the fuel tank of a motor vehicle or other container owned or used by the business, government agency or nonprofit or charitable organization;

(5) The nonretail customer, other than the owner, operator or employee, dispensing Class 1 flammable liquids shall have satisfied safety training requirements in compliance with rules of the State Fire Marshal; and

(6) The owner or operator shall enter into a written agreement with nonretail customers permitted under this section to dispense fuel at the nonretail facility. Except as otherwise provided in ORS 480.355, the agreement shall at a minimum:

(a) Certify that the nonretail customer will purchase at least 900 gallons of Class 1 flammable liquids or diesel fuel from any source during a 12-month period or, if the amount of such liquids or fuel purchased is less than 900 gallons annually, file documentation that:

(A) The fuel qualifies as a deductible farming expense on the customer's federal income tax return; or

(B) The fuel was purchased by a governmental agency providing fire, ambulance or police services;

(b) Provide a federal employer identification number or equivalent documentation to indicate participation in a business or employment with a government agency or nonprofit or charitable organization;

(c) Certify that the nonretail customer is employed by a business, government agency or nonprofit or charitable organization and that the nonretail customer shall dispense Class 1 flammable liquids only into the fuel tank of a motor vehicle or other container

owned or used by the business, government agency or nonprofit or charitable organization;

(d) Certify that the nonretail customer has satisfied safety training requirements in compliance with rules of the State Fire Marshal; and

(e) Require the nonretail customer to submit a sworn statement, as defined in ORS 162.055, that the information supplied in the agreement is true and correct. [1991 c.863 §50; 1993 c.469 §7; 2001 c.328 §§1,2; 2010 c.107 §14; 2015 c.207 §1; 2023 c.607 §6]

480.347 Use of gasoline dispensing device by emergency service volunteer; conditions. Notwithstanding any restriction in ORS 480.332, 480.341 or 480.345, during an emergency as defined in ORS 401.025, the owner, operator or employee of a dispensing facility may permit nonretail customers, other than the owner, operator or employee, to use or manipulate at the dispensing facility a card activated or key activated device for dispensing Class 1 flammable liquids into the fuel tank of a vehicle or other container if:

(1) The owner or operator holds a current nonretail facility license issued by the State Fire Marshal under ORS 480.350;

(2) The fuel is dispensed to an emergency service agency as defined in ORS 401.025 or to an entity authorized by an emergency service agency to provide services during an emergency;

(3) The nonretail customer, other than the owner or operator, dispensing Class 1 flammable liquids is a qualified emergency service volunteer as defined in ORS 401.358 or an owner or employee of the entity authorized by the emergency service agency to provide services during an emergency and dispenses Class 1 flammable liquids only into the fuel tank of a vehicle or other container owned and used by the emergency service agency or the entity authorized by that agency to provide services during an emergency; and

(4) The nonretail customer, other than the owner, operator or employee, dispensing Class 1 flammable liquids satisfies safety training requirements in compliance with rules of the State Fire Marshal. [1999 c.456 §2; 2009 c.718 §26; 2023 c.607 §7]

Note: Sections 10 and 11, chapter 607, Oregon Laws 2023, provide:

Sec. 10. The Department of the State Fire Marshal, in collaboration with organizations representing filling stations, service stations, garages or other dispensaries, may engage in public outreach efforts to educate the public generally about the changes in attended fuel service laws and to educate operators of filling stations, service stations, garages or other dispensaries where Class 1 flammable liquids are dispensed at retail about the requirements under section 2 of this 2023 Act [480.332], the amendments to ORS 479.180, 480.340, 480.341, 480.344, 480.345 and 480.347 by sections 3 to 8 of this 2023 Act and the repeal of ORS 480.315, 480.320, 480.330, 480.343 and 480.349 by section 9 of this 2023 Act. [2023 c.607 §10]

Sec. 11. Section 10 of this 2023 Act is repealed on January 2, 2024. [2023 c.607 §11]

480.349 [2001 c.344 §2; repealed by 2023 c.607 §9]

480.350 License required for operation of nonretail facility; application; fee; term; renewal; disposition of fees. (1) Except as provided in ORS 480.355, a nonretail facility shall not operate without a license issued under this section.

(2) The State Fire Marshal shall issue a nonretail facility license to a person if the person submits an application to the State Fire Marshal on a form approved by the State Fire Marshal for each nonretail facility and the application includes:

(a) A statement that the applicant will comply with the requirements of ORS 480.345;

(b) A copy of the form that will be used by the applicant as the agreement required under ORS 480.345 between the applicant and nonretail customers permitted to dispense fuel at the nonretail facility;

(c) A sworn statement, as defined in ORS 162.055, that information supplied in the application is true and correct; and

(d) An application fee of \$300.

(3) The applicant for a nonretail facility license shall bear the burden of proof that the requirements of this section and of any rules of the State Fire Marshal adopted to implement this section are satisfied.

(4) In addition to any license or renewal fees, a licensee shall pay an annual fee of \$10 for each nonretail customer that enters into a written agreement with the owner or operator of the nonretail facility under ORS 480.345.

(5) A license issued under this section shall be valid for a period of one year from the date of issuance.

(6) A license may be renewed upon payment to the State Fire Marshal of an annual license renewal fee of \$300.

(7) All fees received by the State Fire Marshal pursuant to this section shall be deposited with the State Treasurer and shall be placed in the State Fire Marshal Fund. [1991 c.863 §51; 1995 c.79 §292; 2010 c.107 §§11,12]

480.355 Conditional use license; qualifications; application; review of denial. (1) Notwithstanding ORS 480.345, upon application from the owner or operator of a nonretail facility, the State Fire Marshal may issue a conditional use license under which the nonretail facility may permit persons who are not qualified as nonretail customers under ORS 480.345 (2) to (4) to dispense Class 1 flammable liquids at a nonretail facility.

(2) In issuing a conditional use license, the State Fire Marshal may waive the nonretail customer requirements of ORS 480.345 (2) to (4), but may not waive safety training requirements contained in ORS 480.345.

(3) The State Fire Marshal may issue a conditional use license under this section if the State Fire Marshal determines that:

(a) There is no facility where Class 1 flammable liquids are dispensed by attendants at retail within seven miles of the nonretail facility, and other undue hardship conditions exist, as may be determined by the State Fire Marshal by rule; or

(b) The nonretail facility exists on property used as a private, nonprofit golf club not open to the general public and the private, nonprofit golf club members who are not qualified as nonretail customers use the nonretail facility only for the fueling of vehicles

that are used exclusively on the property of the private, nonprofit golf club and are not designed for highway use.

(4) The State Fire Marshal shall consider comments of local residents or local government bodies to determine if undue hardship exists.

(5) The provisions of ORS 480.345 and 480.350 apply to a license application made under this section, except those provisions whose applicability is waived by the State Fire Marshal under this section.

(6) The applicant for a conditional use license shall bear the burden of proof that the requirements of this section and of any rules of the State Fire Marshal adopted pursuant to this section are satisfied.

(7) The State Fire Marshal shall investigate any application made under this section and hold at least one public hearing to determine if the conditional use license should be issued. The State Fire Marshal may waive the requirement for a hearing if the application for a conditional use license is made by a private, nonprofit golf club.

(8) Any person who makes application as provided for in this section, and whose application is denied, shall be entitled to a hearing upon request. The hearing shall be conducted as a contested case hearing pursuant to the applicable provisions of ORS 183.413 to 183.470.

(9) Judicial review of an order made after a hearing under subsection (7) of this section shall be as provided in ORS 183.480 to 183.497 for judicial review of contested cases. [1991 c.863 §56; 1995 s.s. c.3 §35; 1996 c.11 §2; 1997 c.463 §1; 1999 c.95 §1; 2001 c.104 §220; 2001 c.285 §3]

480.360 Exemption from gallonage requirements of ORS 480.345. Any person who was a customer of a facility that is issued a license under ORS 480.350 and was a customer on and since June 30, 1991, and who qualifies as a nonretail customer under the provisions of ORS 480.345, shall be exempt from the gallonage requirements set forth in ORS 480.345 (2). [1991 c.863 §50a]

480.365 Suspension, revocation, refusal to issue or renew nonretail facility license; procedure. In accordance with ORS chapter 183, the State Fire Marshal may revoke or suspend or may refuse to issue or renew a nonretail facility license if the State Fire Marshal finds that an applicant or a person to whom the license was issued:

- (1) Falsified the application for the license; or
- (2) Failed to comply with any provision of ORS 480.310 to 480.385 or any applicable rule adopted by the State Fire Marshal. [1991 c.863 §52]

480.370 Subpoenas for investigation; effect of failure to comply. (1) The State Fire Marshal may issue subpoenas to compel the production of records, documents, books, papers, memoranda or other information necessary to determine compliance with any provision of ORS 480.310 to 480.385 or any rule adopted by the State Fire Marshal.

(2) If a person fails to comply with any subpoena issued under subsection (1) of this section, a judge of the circuit court of any county, on application of the State Fire Marshal, shall compel obedience by proceedings for contempt as in the case of

disobedience of the requirements of a subpoena issued from the circuit court. [1991 c.863 §54]

480.375 Safety inspection of facilities by State Fire Marshal; audit; investigation of law violations. (1) The State Fire Marshal shall conduct an annual safety inspection at all nonretail and dual operations facilities dispensing Class 1 flammable liquids to determine if the facility is operating in compliance with the provisions of ORS 480.310 to 480.385 or of any applicable rule adopted by the State Fire Marshal.

(2) The State Fire Marshal shall conduct annual audits of at least five percent of all nonretail accounts to determine if nonretail facilities are in compliance with the provisions of ORS 480.310 to 480.385 and any applicable rule adopted by the State Fire Marshal.

(3) The State Fire Marshal shall have the same authority to enter into all buildings and upon all dispensing facilities for the purpose of inspection as is specified in ORS chapter 476 relating to inspection of fire hazards.

(4) Upon receiving a complaint, or upon the State Fire Marshal's own motion, the State Fire Marshal shall investigate whether a violation of any provision of ORS 480.310 to 480.385 or of any applicable rule of the State Fire Marshal has occurred. [1991 c.863 §53]

480.380 Rules. In accordance with applicable provisions of ORS chapter 183, the State Fire Marshal, in consultation with the Department of Environmental Quality, shall adopt rules:

(1) Necessary for the administration of ORS 480.310 to 480.385;

(2) Establishing standards for the design, construction, location, installation and operation of retail, automated or dual operations equipment for storing, handling and dispensing Class 1 flammable liquids at any dispensing facility; and

(3) Establishing standards for public and environmental safety in the operation of nonretail facilities and establishing safety training requirements for nonretail customers authorized to dispense Class 1 flammable liquids at nonretail facilities. [1991 c.863 §57]

480.385 Civil penalty for gasoline dispensing law violations. (1) The State Fire Marshal may impose a civil penalty not to exceed \$500 for each violation of any provision of ORS 480.310 to 480.385 or of any applicable rule adopted by the State Fire Marshal.

(2) A civil penalty imposed under this section shall become due and payable 10 days after the order imposing the civil penalty becomes final by operation of law or on appeal. A person against whom a civil penalty is to be imposed shall be served with a notice in the form provided in ORS 183.415. Service of the notice shall be accomplished in the manner provided by ORS 183.415.

(3) The person to whom the notice is addressed shall have 20 days from the date of service of the notice provided for in subsection (2) of this section in which to make written application for a hearing. If no application for a hearing is made, the State Fire Marshal may make a final order imposing the penalty.

(4) Any person who makes application as provided for in subsection (3) of this section shall be entitled to a hearing. The hearing shall be conducted as a contested case hearing pursuant to the applicable provisions of ORS 183.413 to 183.470.

(5) Judicial review of an order made after a hearing under subsection (4) of this section shall be as provided in ORS 183.480 to 183.497 for judicial review of contested cases.

(6) When an order assessing a civil penalty under this section becomes final by operation of law or on appeal, and the amount of penalty is not paid within 10 days after the order becomes final, the order may be recorded with the county clerk in any county of this state. The clerk shall thereupon record the name of the person incurring the penalty and the amount of the penalty in the County Clerk Lien Record.

(7) All amounts recovered under this section shall be deposited with the State Treasurer and shall be placed in the State Fire Marshal Fund. [1991 c.863 §55]

480.387 Timeline for imposing civil penalties. Notwithstanding ORS 480.385, the State Fire Marshal may only impose civil penalties for conduct violating ORS 480.332 or the amendments to ORS 479.180, 480.340, 480.341, 480.344, 480.345 and 480.347 by sections 3 to 8, chapter 607, Oregon Laws 2023, if the conduct occurs on or after March 1, 2024. [2023 c.607 §12]

Note: 480.387 was enacted into law by the Legislative Assembly but was not added to or made a part of ORS chapter 480 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

480.390 Nonretail facilities at airports; rules. (1) As used in this section, “nonretail facility” has the meaning given that term in ORS 480.310.

(2) A person may not construct or install a nonretail facility that dispenses aviation fuels at an airport unless the Director of the Oregon Department of Aviation permits the facility.

(3) The director may not permit the construction or installation of a nonretail facility unless the airport owner permits the facility.

(4) The director shall by rule establish a procedure to give permission for nonretail facilities that dispense aviation fuels at airports. [2001 c.285 §4]

Note: 480.390 was enacted into law by the Legislative Assembly but was not added to or made a part of ORS chapter 480 or any series therein by legislative action. See Preface to Oregon Revised Statutes for further explanation.

LIQUEFIED PETROLEUM GAS

480.410 Definition. As used in ORS 480.420 to 480.460, “LP gas” or “liquefied petroleum gas” means any liquid composed predominantly of any of the following hydrocarbons or mixtures of the same: Propane, propylene, butanes (normal butane or isobutane) and butylenes. [Amended by 1957 c.712 §1; 2009 c.790 §3]

480.420 Liquefied petroleum gas rules and regulations; conformity with standards of National Fire Protection Association. (1) The State Fire Marshal shall make, promulgate and enforce regulations establishing minimum general standards for the design, construction, location, installation and operation of equipment for storing, handling, transporting by tank truck or tank trailer and utilizing liquefied petroleum gases and specifying the degree of odorization of the gases, and shall establish standards and rules for the issuance, suspension and revocation of licenses and permits provided in ORS 480.410 to 480.460.

(2) The regulations required shall be such as are reasonably necessary for the protection of the health, welfare and safety of the public and of persons using or handling such materials, and shall be in substantial conformity with the generally accepted standards of safety relating to the same matter. Regulations in substantial conformity with the published standards of the National Fire Protection Association pamphlet No. 58 and pamphlet No. 59 for the design, installation and construction of containers and equipment thereto pertaining, for the storage and handling of liquefied petroleum gases, including utility gas plants, as recommended by the National Fire Protection Association, and the published standards of the National Fire Protection Association pamphlet No. 54 for liquefied petroleum gas piping and appliance installations in buildings, shall be deemed to be in substantial conformity with the generally accepted standards of safety relating to the same subject matter. [Amended by 1957 c.712 §2; 1961 c.477 §1; 1967 c.417 §26; 2009 c.790 §4]

480.430 Liquefied petroleum gas containers; certain uses prohibited. No person other than the owner of the container or receptacle and those authorized by the owner so to do, shall sell, fill, refill, deliver or permit to be delivered or used in any manner any liquefied petroleum gas container or receptacle for any gas or compound or for any other purpose. [Amended by 1965 c.602 §25]

480.432 Licenses required; exceptions. (1) A person may not engage in or work at the business of installing, extending, altering or repairing any LP gas appliance or piping, vent or flue connection pertaining to or in connection with LP gas installations within the state, either as employer or individual, unless the person has received an LP gas installation license from the State Fire Marshal in accordance with ORS 480.410 to 480.460.

(2) A person may not do any LP gas fitting or gas venting work, install, repair or remodel any piping or venting or do any installation, repair service, connection or disconnection of any LP gas appliance that is subject to inspection under ORS 480.410 to 480.460 unless the person has received an LP gas fitter license from the State Fire Marshal in accordance with ORS 480.410 to 480.460.

(3) A person may not operate any LP gas delivery equipment installed on a motorized vehicle unless the person has received an LP gas truck equipment license from the State Fire Marshal in accordance with ORS 480.410 to 480.460.

(4) Any person under the terms of this section who is required to have an LP gas fitter or LP gas truck equipment license is also required to have an LP gas installation

license, unless the person is an employee of an employer who has an LP gas installation license as provided by this section.

(5) A person who holds a valid journeyman plumber license under ORS 693.060 or who is in an approved journeyman plumber apprenticeship established under ORS 660.002 to 660.210 is exempt from the licensing requirements of subsections (1) and (2) of this section, except that the apprentice or journeyman plumber may not install an LP gas tank or make any connection to an LP gas tank unless the apprentice or journeyman plumber is licensed as required under this section.

(6) A person who holds a license issued by the Department of Consumer and Business Services under ORS 480.630 of a class that authorizes the person to fabricate, install, alter or repair pressure piping and to install boilers and pressure vessels by attachment of piping connector is exempt from the licensing requirements of subsections (1) and (2) of this section, except that the person may not install an LP gas tank or make any connection to an LP gas tank unless the person is licensed as required under this section.

(7) Subsections (1) to (4) of this section do not apply to LP gas installations in a manufactured dwelling performed during the construction of the manufactured dwelling, or the alteration or repair of an LP gas installation in a manufactured dwelling made pursuant to the manufacturer's warranty. The provisions of this section do not apply to LP gas work on recreational vehicles as defined in ORS 174.101. [1957 c.712 §4; 1967 c.417 §27; 1999 c.558 §4; 1999 c.852 §1; 2001 c.104 §221; 2003 c.652 §1; 2005 c.758 §34; 2019 c.422 §37]

480.434 Examination of applicants for licenses; examination fee; issuance of license. (1) The State Fire Marshal shall examine applicants for licenses required under ORS 480.410 to 480.460 as to their knowledge of LP gas, its properties, related equipment and applicable safety regulations. An applicant for examination must submit an examination application, accompanied by an examination fee of \$55, prior to the examination.

(2) LP gas fitters and drivers must be examined and obtain a license after not more than a 60-day probationary period of on-the-job training under licensed supervision.

(3) The State Fire Marshal shall examine LP gas installation license applicants regarding the applicable code and statutory responsibilities. The successful examination of one member of a firm or executive of a corporation at each business or dealership location fulfills the examination requirement on behalf of the firm or corporation. Each LP gas business or dealership location must obtain an LP gas installation license.

(4) If satisfied that the applicant has the requisite knowledge, the State Fire Marshal shall issue the appropriate license or licenses to the applicant, as provided in ORS 480.410 to 480.460. [1957 c.712 §5; 1967 c.417 §28; 1987 c.346 §1; 2003 c.652 §2; 2009 c.790 §5]

480.435 Licenses; revocation; suspension; refusal to issue or renew. In accordance with ORS chapter 183, the State Fire Marshal may revoke or suspend or may refuse to issue or renew a license required pursuant to ORS 480.410 to 480.460, or may

place the licensee in a probationary status subject to specified conditions, if the State Fire Marshal finds that the person to whom the license was issued:

- (1) Deliberately falsified the application form for the LP gas license or examination;
- (2) Has committed a violation of ORS 162.305;
- (3) Failed to comply with any provision of ORS 480.410 to 480.460, or any rule adopted pursuant thereto; or
- (4) Failed to maintain the status required under ORS 480.434. [1987 c.346 §3]

480.436 License fees; term of licenses; delinquency penalty. (1) The annual fee for the LP gas installation license is \$130.

(2) The biennial fee for an LP gas fitter license or an LP gas truck equipment license is \$60.

(3) All licenses must be renewed on or before a date specified by the State Fire Marshal. Unless revoked or suspended by the State Fire Marshal for failure to comply with the provisions of ORS 480.410 to 480.460, an LP gas installation license continues in force for one year from the date of issuance. An LP gas fitter license or an LP gas truck equipment license continues in force for two years from the date of issuance. The State Fire Marshal, by rule, may establish a system for staggered license expiration dates that includes prorated fees for periods of less than one year for an LP gas installation license and less than two years for an LP gas fitter license or an LP gas truck equipment license.

(4) If the fees provided for in this section are due and payable and are not paid within 30 days after service of written notice by the State Fire Marshal therefor, the fees are delinquent and a penalty equal to the greater of 10 percent of the license fee amount or \$30 is imposed for the delinquency. [1957 c.712 §6; 1967 c.417 §29; 1973 c.832 §15; 1993 c.115 §1; 1995 c.79 §293; 1999 c.558 §1; 2003 c.652 §3; 2009 c.790 §6,7]

480.440 Inspection of certain storage tanks; fee. The State Fire Marshal shall annually inspect an installation of storage tanks located at dealers' plants. The State Fire Marshal may annually inspect an installation of tanks used for delivery purposes. The State Fire Marshal shall collect a fee of \$100 for each plant inspection and \$24 for each delivery unit inspection. [Amended by 1953 c.228 §4; 1957 c.712 §7; 1967 c.417 §30; 1973 c.832 §16; 1999 c.558 §2; 2003 c.652 §4]

480.445 Regulation of liquefied petroleum gas container or receptacle siting and installation. (1) The regulation of liquefied petroleum gas containers or receptacles by the State Fire Marshal pursuant to ORS 480.410 to 480.460 is not a program affecting land use under ORS 197.180.

(2) A local government may not regulate the siting, installation, maintenance or removal of a liquefied petroleum gas container or receptacle regulated by the State Fire Marshal pursuant to ORS 480.410 to 480.460, except as provided in subsection (3) of this section or ORS 480.450 (7).

(3) A local government may:

(a) Regulate the siting and installation of a liquefied petroleum gas container or receptacle with a capacity of more than 1,200 gallons or a group of containers and

receptacles with an aggregate capacity of more than 4,000 gallons to protect the public health and safety.

(b) Regulate the siting and installation of liquefied petroleum gas containers or receptacles in a flood plain regulated by local ordinance.

(c) Regulate the siting and installation of liquefied petroleum gas containers or receptacles that are not accessory to an authorized or authorizable land use.

(d) Prohibit the siting and installation of liquefied petroleum gas containers or receptacles of specified types or sizes in specific zones within an urban growth boundary to protect the public health and safety.

(e) Regulate, through the local government's assistant to the State Fire Marshal as described in ORS 476.060, the placement of liquefied petroleum gas containers or receptacles for the purpose of fire prevention. [2005 c.88 §2; 2009 c.790 §8]

Note: 480.445 was added to and made a part of 480.410 to 480.460 by legislative action but was not added to any smaller series therein. See Preface to Oregon Revised Statutes for further explanation.

480.450 Notice of new installations; fees; inspections after original inspection; notice of changes; correction of improper installations required. (1) The installer shall notify the State Fire Marshal, before the last day of each month, of all new installations made during the preceding month of containers or receptacles for liquefied petroleum gas, including installations for private homes and apartments. The installer shall certify on a form provided by the State Fire Marshal that all of the new installations are duly and properly reported. The State Fire Marshal may require that the notification include the location and description of the installation and the name of the user. All fees due and payable must accompany the notification. The replacement of empty containers or receptacles with other containers constructed in accordance with United States Department of Transportation specifications is not a new installation or change in the original installation that requires notification to the State Fire Marshal or necessitates further inspection of the installation. The State Fire Marshal shall collect from the installer an installation fee of \$50 for each tank installed or for all tanks at the installation if the total combined capacity is 200 gallons or less. The State Fire Marshal or deputies of the fire marshal or assistants shall inspect a reasonable number of the installations and maintain a record of the inspections in the records of the Department of the State Fire Marshal.

(2) In addition to any installation or inspection fee, the State Fire Marshal may charge a plan review fee, not to exceed \$100, for any liquefied petroleum gas container and receptacle plan review required under a uniform fire code prescribed by the State Fire Marshal by rule.

(3) After the initial installation, liquefied petroleum gas containers may be inspected once every 10 years except when changes have been made in the original installation. An installer making changes must notify the State Fire Marshal of the changes in the same manner provided in this section for new installations. The State Fire Marshal shall collect from the owner a fee of \$50 for the inspection of each container. The manner of inspection, requirement of corrections, satisfaction of requirements and collection of fees

due and payable must conform with the provisions of ORS 480.410 to 480.460 for new installations. Upon request of the State Fire Marshal, LP gas installation licensees shall furnish a list of the locations of 10-year old installations that they service.

(4) If, upon inspection of any tank, the new installation does not comply with the requirements of the State Fire Marshal, the State Fire Marshal shall instruct the installer as to what corrections are necessary for compliance with the State Fire Marshal's requirements. The installer of the new installation shall, within the time set by the State Fire Marshal, not to exceed 60 days after notification, notify the State Fire Marshal that the new installation complies with the requirements of the fire marshal. If the installer fails to notify the State Fire Marshal, or the State Fire Marshal has reason to believe that the corrections have not been made, the State Fire Marshal shall reinspect the new installation and shall collect from the installer an additional fee of \$125. The user, not the installer, shall pay the additional fee resulting from actions of the user that require correction to achieve compliance with the requirements of the State Fire Marshal.

(5) A person who receives notice from the State Fire Marshal must correct any improper installation within the time set by the State Fire Marshal, not to exceed 60 days after receipt of the notice.

(6) If the fees provided for in this section are due and payable and are not paid within 30 days after service of written notice by the State Fire Marshal therefor, or if the installer fails to notify the State Fire Marshal by the last day of the month succeeding the month a new installation is made or a change is made requiring an inspection, the fees are delinquent and a penalty equal to the greater of 10 percent of the fee amount or \$30, is imposed for the delinquency. The State Fire Marshal shall collect all fees and penalties in the name of the State of Oregon in the same manner that other debts are collected.

(7) The provisions of this section do not apply to liquefied petroleum gas installations if made entirely within the jurisdiction of a governmental subdivision granted the exemption provided by ORS 476.030 (3) and written evidence of the licensing of the installation by the approved authority is submitted to the State Fire Marshal. The provisions of this section do not apply to LP gas installations made in manufactured dwellings that are constructed or altered in accordance with applicable rules of the Department of Consumer and Business Services. The provisions of this section do not apply to LP gas installations in a recreational vehicle as defined in ORS 174.101.

[Amended by 1953 c.228 §4; 1957 c.712 §8; part renumbered 480.460; 1967 c.417 §31; 1973 c.832 §17; 1987 c.346 §4; 1987 c.414 §159a; 1993 c.18 §124; 1993 c.185 §33; 1995 c.79 §294; 1995 c.305 §1; 1999 c.558 §3; 2003 c.652 §5; 2009 c.790 §§9,10; 2019 c.422 §38; 2021 c.539 §141]

480.460 Disposition of fees. All fees received by the State Fire Marshal under ORS 480.200 to 480.290 and 480.410 to 480.460 shall be paid by the State Fire Marshal to the State Treasurer monthly and shall constitute and be an appropriation to the Department of the State Fire Marshal available for the payment of salaries and expenses of deputies and clerical and other assistants of the State Fire Marshal. [Formerly part of 480.450; 1973 c.832 §18; 2021 c.539 §142]

BOILERS AND PRESSURE VESSELS

480.510 Short title. ORS 480.510 to 480.670 may be cited as the Boiler and Pressure Vessel Law. [1961 c.485 §1; 1969 c.582 §1; 1983 c.676 §2]

480.515 Definitions for ORS 480.510 to 480.670. As used in ORS 480.510 to 480.670, unless the context requires otherwise:

(1) “Alteration” means a change or addition to equipment, other than the ordinary repair or replacement of an existing part of the equipment.

(2) “Board” means the Board of Boiler Rules created under ORS 480.535.

(3) “Boiler” or “boilers” means:

(a) A closed vessel or vessels intended for the heating or vaporizing of liquids to be used externally to such vessel or vessels by the application of heat from combustible fuels, electricity or nuclear energy;

(b) Related appurtenances including but not limited to pressure piping directly connected and related to the safe operation of a boiler; and

(c) Pressure piping consisting of boiler or nonboiler external piping connected to a boiler, but not potable water nonboiler external piping.

(4) “Boiler external piping” has the meaning given the term in the 1986 Pressure Piping Code B 31.1, adopted by the American Society of Mechanical Engineers.

(5) “Certificate of competency” means a certificate issued under the provisions of ORS 480.565 (3).

(6) “Department” means the Department of Consumer and Business Services.

(7) “Director” means the Director of the Department of Consumer and Business Services.

(8) “Installation permit” means a permit issued by the department for the installation, alteration or repair of a boiler or pressure vessel.

(9) “Minimum safety standards” means the rules, regulations, formulae, definitions and interpretations for the safe construction, installation, operation and repair of boilers and pressure vessels either adopted by ORS 480.510 to 480.670 or adopted by the board, under ORS 480.510 to 480.670.

(10) “Nonboiler external piping” has the meaning given the term in the 1986 Pressure Piping Code B 31.1, adopted by the American Society of Mechanical Engineers.

(11) “Operating permit” means a permit issued by the department authorizing the operation of a boiler or pressure vessel.

(12) “Pressure vessel” means containers for the containment of pressure, either internal or external. This pressure may be obtained from an external source or by the application of heat from a direct or indirect source, or any combination thereof.

(13) “Related appurtenances” means any equipment instrumental to the safe operation of a boiler or pressure vessel.

(14) “Shop inspection” means an inspection at a boiler or pressure vessel manufacturing, construction or repair facility.

(15) “Temporary operation authorization” means an authorization issued by the department to operate a boiler or pressure vessel for a specified period pending the issuance of an operating permit. [1961 c.485 §3; 1969 c.582 §2; 1971 c.753 §58; 1973

c.830 §1; 1983 c.676 §3; 1987 c.414 §35; 1991 c.518 §2; 1993 c.744 §142; 2007 c.487 §3; 2009 c.696 §11]

480.520 Purpose of ORS 480.510 to 480.670. The purpose of ORS 480.510 to 480.670 is to protect the safety of the people of Oregon and to protect property situated in Oregon from the hazard of fires and explosions caused by boilers and pressure vessels. To accomplish this purpose the Legislative Assembly intends by ORS 480.510 to 480.670 to provide a system:

(1) For determining where and by whom boilers and pressure vessels are being constructed, installed, repaired, used and operated.

(2) To ensure that only qualified persons do welding on boilers and on pressure vessels.

(3) To ensure that boilers and pressure vessels are manufactured, installed, repaired, operated, inspected and maintained so as to meet the minimum safety standards formulated and promulgated by the Board of Boiler Rules.

(4) For the administration and enforcement of ORS 480.510 to 480.670 by the Department of Consumer and Business Services and the board.

(5) To defray the cost of administration and the cost of enforcing ORS 480.510 to 480.670 by establishing fees to be charged for:

(a) Issuing operating permits;

(b) Issuing installation permits;

(c) Giving examinations; and

(d) Making inspections. [1961 c.485 §2; 1969 c.583 §3; 1983 c.676 §4; 2007 c.487 §4; 2009 c.696 §12]

480.525 Exempt vessels; rules; fee. (1) ORS 480.510 to 480.670 do not apply to:

(a) Boilers and pressure vessels under federal safety regulations or control.

(b) Domestic water heaters designed for heating potable water, equipped with an approved pressure-relieving device, containing only water and that do not exceed a:

(A) Capacity of 120 gallons;

(B) Water temperature of 210 degrees Fahrenheit;

(C) Pressure of 150 pounds per square inch gauge pressure; or

(D) Heat input of 200,000 Btu per hour.

(c) Domestic water heaters designed to create hot water instantaneously on demand without the use of a storage tank.

(d) Pressure vessels containing liquefied petroleum gas that are under the jurisdiction of the State Fire Marshal. However, the construction and repair of the vessels must comply with ORS 480.510 to 480.670 and are under the jurisdiction of the Board of Boiler Rules.

(e) Air tanks used in the operation of brakes on self-propelled vehicles and trailers that are used for transporting freight or passengers.

(f) Medical sterilizers that do not exceed one and one-half cubic feet in volume.

(g) Pressure vessels that do not exceed one and one-half cubic feet in volume and:

(A) Are not operated at gauge pressure of more than 150 pounds per square inch;

(B) Are equipped with a relief valve;

(C) Are approved under the American Society of Mechanical Engineers code adopted by the board;

(D) Are set at a maximum pressure of 150 pounds per square inch or less; and

(E) Are located in a place of public assembly.

(h) Pressure vessels that do not exceed five cubic feet in volume and:

(A) Are not operated at gauge pressure of more than 150 pounds per square inch;

(B) Are equipped with a relief valve;

(C) Are approved under the American Society of Mechanical Engineers code adopted by the board; and

(D) Are set at a maximum pressure of 150 pounds per square inch or less.

(2) Notwithstanding subsection (1) of this section, if the board, upon presentation of satisfactory evidence, determines that danger to health or safety is evident in any pressure vessel or class of pressure vessels exempted under subsection (1)(g) of this section, the board may require the inspection or reinspection of the pressure vessel or class of pressure vessels and make the pressure vessel or class of pressure vessels subject to the fee, construction or other requirements of ORS 480.510 to 480.670.

(3) The following boilers and pressure vessels are exempt from ORS 480.510 to 480.670, except as to all provisions relating to construction, installation, alteration or repair and to installation permits:

(a) Boilers that are not operated at gauge pressures of more than 15 pounds per square inch and that are located on farms and used solely for agricultural purposes except when used in connection with a greenhouse.

(b) Air tanks located on farms and used solely for agricultural purposes.

(c) Boilers and pressure vessels that are located in private residences and may be inspected only by a boiler inspector.

(d) Pressure vessels being operated at gauge pressures of less than 15 pounds per square inch and equipped with a pressure relief device set to open at a pressure that does not exceed the lesser of the pressure vessel's maximum allowed working pressure or 15 pounds per square inch gauge pressure.

(4)(a) Beverage service tanks that have a product volume of five cubic feet or less are exempt from ORS 480.510 to 480.670.

(b) Except as provided in paragraph (c) of this subsection, beverage service tanks that have a product volume of more than five cubic feet are exempt from ORS 480.510 to 480.670, except as to provisions relating to installation permits and installation inspections. The installation permit fee for a beverage service tank is \$50.

(c) All portable beverage tanks are exempt from ORS 480.510 to 480.670.

(5) The Director of the Department of Consumer and Business Services may adopt rules identifying boilers and pressure vessels used in single family dwellings or other structures that may be inspected by an inspector certified under ORS 455.715 to 455.740 for a specialty code other than the code adopted under ORS 480.545. The boilers and pressure vessels identified in the rules shall be subject to inspection upon installation, alteration or repair, but be exempt from periodic inspection under ORS 480.560 and from the operating permit requirements of ORS 480.585.

(6) Notwithstanding any requirement of ORS 480.510 to 480.670 or the state building code, the Department of Consumer and Business Services may adopt rules

granting partial or complete exemption from ORS 480.510 to 480.670 for a boiler or pressure vessel if the board determines that the boiler or pressure vessel does not present a danger to public health or safety within this state. [1961 c.485 §11; 1967 c.447 §1; 1969 c.582 §4; 1973 c.830 §2; 1983 c.676 §5; 1985 c.398 §1; 1987 c.847 §1; 1991 c.518 §6; 1999 c.713 §1; 2007 c.386 §1; 2007 c.487 §5; 2009 c.696 §13]

480.530 Powers and duties of department. The Department of Consumer and Business Services may:

(1) Where it appears that a person is engaging in or is about to engage in an act or practice in violation of any provision of ORS 480.510 to 480.670, obtain without furnishing a bond, a restraining order and injunction from the circuit court in the county where the act or practice is occurring, or is threatened, enjoining the act or practice. However, before obtaining a restraining order and injunction, unless the act or practice constitutes an immediate threat to health and safety, the department shall first notify the person concerned of the department's intentions. The notice shall be in writing, shall advise the person concerned of the department's intentions and shall advise the person concerned of the right to appeal in writing within 10 days and that the appeal will be heard by the Board of Boiler Rules. In case there is a timely request for an appeal, proceedings will be stayed pending the appeal, unless the act or practice constitutes an immediate menace to health or safety or the person concerned fails to prosecute the appeal with diligence.

(2) Keep a complete record of the types, dimensions, maximum allowable working pressures, age, location and date of the last recorded inspection of all boilers and pressure vessels to which ORS 480.510 to 480.670 apply.

(3) Publish and distribute copies of the rules and codes applicable to boilers and pressure vessels.

(4) Check or cause to be checked the authenticity, appropriateness and expiration dates of licenses and certificates issued under ORS 480.510 to 480.670.

(5) Administer written, oral or practical examinations to all applicants for certification as chief boiler inspector, deputy inspector or special inspector under ORS 480.565. [1961 c.485 §13; 1969 c.582 §5; 1971 c.753 §59; 1983 c.676 §6; 1991 c.518 §3; 2007 c.71 §162; 2013 c.324 §12]

480.535 Board of Boiler Rules; members; duties; qualifications; confirmation; rules. (1) The Board of Boiler Rules is established in the Department of Consumer and Business Services. The Governor shall appoint the board, which shall formulate and promulgate rules under ORS 480.510 to 480.670 for the safe construction, installation, inspection, operation, maintenance and repair of boilers and pressure vessels in this state and review determinations made by its staff concerning boilers and pressure vessels.

(2) Eleven persons shall constitute the board, consisting of:

(a) One person who is an owner and user or who is a representative and employee of an owner and user of a high pressure boiler in Oregon and who has had practical experience with high pressure boilers;

(b) One person who is a manufacturer or who is a representative and employee of a manufacturer of boilers or of pressure vessels in Oregon;

- (c) One person who is regularly engaged in the inspection of boilers and pressure vessels and who is employed by an insurer who may and does write policies of boiler and pressure vessels explosion insurance in Oregon;
- (d) One person who is a mechanical engineer registered by the State of Oregon;
- (e) One person who is a boilermaker;
- (f) One person who is the owner and user or who is a representative and employee of an owner and user of a low pressure boiler in Oregon;
- (g) One person who is the owner and user or who is a representative and employee of an owner and user of a pressure vessel in Oregon and who has had practical experience with pressure vessels;
- (h) One person who is an owner or employee of a business engaged in the installation and repair of boilers;
- (i) One person who is a steamfitter;
- (j) One person who is a practical steam operating engineer; and
- (k) One person who is a member of the public not otherwise eligible for appointment to the board.

(3) A member of the board who does not continue to meet the qualifications for board membership under subsection (2) of this section during the member's term may not be appointed to a subsequent term.

(4) The appointment of a member of the board is subject to confirmation by the Senate pursuant to section 4, Article III of the Oregon Constitution. [1961 c.485 §4; 1969 c.582 §6; 1971 c.753 §60; 1983 c.676 §7; 1991 c.518 §1; 1993 c.744 §142a; 2001 c.512 §1]

480.540 Term of members; removal; compensation and expenses. (1) The term of office of a member of the Board of Boiler Rules is four years and a member is not eligible for appointment to more than two full terms of office. A member shall continue to serve until a successor has been appointed and qualified. Vacancies shall be filled by appointment for the unexpired term.

(2) The chief boiler inspector shall serve without a vote as secretary of the board.

(3) The Governor may remove any member of the board for cause.

(4) A member of the board is entitled to compensation and expenses as provided in ORS 292.495. [1961 c.485 §5; 1969 c.314 §54; 1983 c.676 §8; 1993 c.744 §143; 2007 c.71 §163; 2011 c.272 §23]

480.545 Rules; minimum safety standards; fees. (1) Under ORS chapter 183 the Board of Boiler Rules may adopt and enforce rules and minimum safety standards to carry out ORS 480.510 to 480.670 and adopt standards for persons performing welding on boilers and pressure vessels.

(2) All proceedings in the administration of ORS 480.510 to 480.670 shall be conducted under ORS chapter 183 and, additionally, where applicable, under ORS 480.615.

(3) In addition to the rules otherwise provided, and subject to ORS chapter 183, the board shall adopt rules concerning the times, dates, frequency and manner of giving

notice to interested persons of intention to consider one or more of the things which the board may consider under this section.

(4) All rules and minimum safety standards adopted under this section shall be reasonable and in substantial conformity with generally accepted nationwide engineering standards. In adopting rules the board shall consider the probability, extent and gravity of injuries to health and property which would result from the failure to adopt the standards being considered and the standards followed, proposed or approved by members of affected industries.

(5) The board shall adopt rules establishing a continuing education requirement for persons described in ORS 480.630 (8) and fees necessary for the administration and enforcement of the continuing education requirement.

(6) Any rule adopted by the board under ORS 480.510 to 480.670 shall be submitted to the Director of Department of Consumer and Business Services. The director shall have 30 calendar days from the date of adoption of the rules to review them. If the director fails to disapprove the rules within the 30-day period, the rules become effective in accordance with their terms and as provided by law. If the director disapproves the rules within the 30-day period, the rules immediately shall be returned to the board with the director's written objections, and the rules do not become effective until approved by the director. [1961 c.485 §7; 1969 c.582 §7; 1983 c.676 §9; 1991 c.518 §4; 2001 c.678 §1; 2007 c.271 §8]

480.550 Minimum safety standards; effect on existing vessels; application of subsequent amendments. (1) Until different rules are adopted, there is adopted as the minimum safety standards for boilers and pressure vessels the published codification of standard engineering practices and formulae known as the "Boiler and Pressure Vessel Code of the American Society of Mechanical Engineers," together with the published revisions and interpretations thereof in effect as of January 1, 1969.

(2) Any vessel in use on July 1, 1961, or in use on the effective date of any adoption of different rules, shall be deemed to meet the minimum safety standards so long as the same use continues and no change occurs which would reduce the safety of its operation. Provided that if the Board of Boiler Rules finds that there is a variation from the minimum safety standards which is dangerous to health or safety, it may order that all vessels having a like variation be brought into conformity with the rules created under this section, or adopted after July 1, 1961, without variation.

(3) The Board of Boiler Rules shall adopt minimum safety standards for pressure piping substantially equal to the published codification of standard engineering practices and formulae known as the "Code for Pressure Piping" of the American Society of Mechanical Engineers, numbered B 31.1, B 31.3, B 31.5, B 31.7 and B 31.9 together with the published revisions and interpretations thereof. [1961 c.485 §8; 1969 c.582 §8; 1973 c.830 §3; 1983 c.676 §9a; 1999 c.823 §1]

480.555 Prohibitions relating to nonconforming vessels; exemptions. (1) Except as provided in ORS 480.525 (1), a person may not:

(a) Make or direct the construction, installation, repair or alteration of a boiler or pressure vessel that does not meet minimum safety standards.

(b) Lend, rent out, or offer to lend or to rent out, sell, offer for sale, or dispose of by gift or otherwise, for operation, a boiler or pressure vessel that does not meet the minimum safety standards.

(c) Use, or attempt to use, a boiler or pressure vessel that fails to meet the minimum safety standards.

(d) Make any installation of a boiler or pressure vessel or repair thereon affecting the strength or safety thereof without notifying the chief boiler inspector as prescribed by rules promulgated under ORS 480.545.

(2) Nothing in this section restricts the construction of boilers or pressure vessels in Oregon that are installed outside Oregon and that do not conform to the provisions of ORS 480.510 to 480.670. [1961 c.485 §9; 1967 c.447 §5; 1969 c.582 §9; 1983 c.676 §10; 1991 c.518 §7; 2007 c.71 §164]

480.557 [Formerly 447.135; 1987 c.847 §2; 1991 c.518 §8; repealed by 1999 c.712 §1 and 1999 c.713 §2]

480.560 Inspections; testing; rules. (1) The Board of Boiler Rules shall adopt rules to provide for the inspection of the installation, operation and condition of boilers and pressure vessels that are used or proposed for use in this state and not made exempt from periodic inspection under ORS 480.510 to 480.670.

(2) Pressure piping that is nonboiler external piping, but that excludes potable water nonboiler external piping, shall be inspected on installation only and may not thereafter be considered as part of the boiler for the purposes of any subsequent inspections required by this section.

(3) If a hydrostatic test is necessary to determine the safety of a boiler or pressure vessel, the test shall be made by the owner or user of the boiler or pressure vessel and witnessed by a deputy or special inspector.

(4) All boilers and pressure vessels to be installed in this state shall be inspected during construction:

(a) By an inspector authorized to inspect boilers in this state or authorized under ORS 455.715 to 455.740 to perform inspections of boilers and pressure vessels identified by rule as provided in ORS 480.525 (5); or

(b) If constructed outside of the state, by an inspector holding a certificate of competency issued by a state that has a standard of examination substantially equal to that of this state. [1961 c.485 §17; 1969 c.582 §10; 1973 c.830 §3a; 1983 c.676 §11; 1991 c.518 §9; 2007 c.487 §6; 2009 c.696 §14]

480.565 Chief and deputy inspectors; special inspectors. The Director of the Department of Consumer and Business Services shall:

(1) Appoint a chief boiler inspector who has had practical experience in the construction, maintenance, repair or operation of high pressure boilers and pressure vessels as a mechanical engineer, practical steam operating engineer, boilermaker or boiler inspector and who:

(a) Has passed a written examination, which shall be confined to questions the answers to which will aid in determining the fitness and competency of the applicant to

inspect boilers and pressure vessels; or

(b) Holds a certificate of competency as an inspector of boilers and pressure vessels issued by a state that has standards of examination equal to those of the State of Oregon and that recognizes certificates of competency issued by the State of Oregon, and has passed an examination that assesses the applicant's knowledge of ORS 480.510 to 480.670 and the rules adopted thereunder.

(2) Appoint deputy inspectors who shall be responsible to the chief boiler inspector and who shall have qualified as provided in subsection (1) of this section, except that less practical experience shall be required.

(3) Issue a certificate of competency as a special inspector to any individual who qualifies as provided in subsection (1) of this section, except that no more practical experience shall be required than is required of a deputy inspector, and who is continuously employed by:

(a) An insurer who may and does write policies of boiler and pressure vessel insurance in Oregon; or

(b) Any person operating pressure vessels in this state whose service, personnel, equipment and supervision meet the requirements prescribed by the Board of Boiler Rules. [1961 c.485 §12; 1969 c.582 §11; 1971 c.753 §61; 1991 c.518 §13; 2007 c.71 §165]

480.570 Inspections by special inspectors or others; effect on permit fees; exempt boilers and vessels. (1) A special inspector receiving a certificate of competency under ORS 480.565 (3)(b) may not inspect under ORS 480.510 to 480.670 any boiler or pressure vessel not used or not to be used by the employer of the special inspector.

(2) If a special inspector holds a certificate of competency issued under ORS 480.565 (3)(a), the special inspector:

(a) May conduct shop inspections of boilers and pressure vessels manufactured or to be installed in this state whether or not the boilers or pressure vessels are insured or will be insured by the employer of the special inspector; and

(b) Upon being notified that the boilers or pressure vessels are ready for inspection, shall perform all installation and operating inspections required under ORS 480.510 to 480.670 on boilers and pressure vessels that are operated or insured by the special inspector's employer.

(3) A boiler contractor licensed under ORS 480.630 that performs an alteration or repair on a boiler or pressure vessel shall utilize the services of:

(a) An authorized inspector certified under this chapter with whom the contractor has an agreement for inspection of the alteration or repair;

(b) A special inspector of an insurance company with which the contractor has an inspection contract; or

(c) A designated inspector who is authorized to inspect the alteration or repair.

(4) A special inspector's certificate of competency remains in force only while the special inspector is continuously employed by one of the persons mentioned in ORS 480.565 (3).

(5) If a boiler or pressure vessel is inspected by a special inspector as provided in this section, the boiler or pressure vessel is subject to the installation permit and operating permit fees described in ORS 480.600 (2) instead of the installation permit and operating permit fees established under ORS 480.595.

(6) The Department of Consumer and Business Services may cause a deputy inspector to inspect or reinspect all boilers and pressure vessels that a special inspector is authorized or required to inspect. However, the deputy inspector may not conduct an internal inspection or reinspection unless:

(a) There is a question as to whether or not the boiler or pressure vessel meets the minimum safety standards; and

(b) The special inspector who made the original inspection, or the employer of the special inspector, is given reasonable notice and opportunity to be present during the internal inspection or reinspection.

(7) Subsections (1) to (6) of this section do not apply to boilers or pressure vessels located in a residential structure that contains fewer than six dwelling units. [1961 c.485 §14; 1969 c.582 §12; 1983 c.676 §12; 1991 c.518 §5; 2007 c.487 §7; 2009 c.696 §15]

480.575 [1961 c.485 §15; 1969 c.582 §13; 1983 c.676 §13; 1999 c.598 §1; 2001 c.104 §222; repealed by 2005 c.758 §56]

480.580 Access to buildings and premises by inspectors. (1) The chief boiler inspector or any deputy inspector may, at all reasonable hours, in performance of the duties imposed by the provisions of ORS 480.510 to 480.670, enter into all buildings and upon all premises, except private residences, for the purpose of inspecting any boiler or pressure vessel that is covered by ORS 480.510 to 480.670 and that the chief boiler inspector or the deputy inspector has reasonable cause to believe is located therein.

(2) No person shall interfere with or prevent any such inspection by the chief boiler inspector or a deputy inspector. [1961 c.485 §16; 1969 c.582 §14; 1983 c.676 §14; 2007 c.71 §166]

480.585 Temporary operation authorization; operating permit; suspension or revocation. (1) After a boiler or pressure vessel has successfully passed an installation inspection, the Department of Consumer and Business Services may issue a temporary operation authorization. The boiler or pressure vessel covered by the temporary operation authorization may only be operated during the period specified in the temporary operation authorization.

(2) An operating permit for a boiler or pressure vessel shall specify the maximum pressure under which the boiler or pressure vessel may be operated.

(3) The department may at any time suspend or revoke an operating permit if the department finds that the boiler or pressure vessel, or related appurtenances, for which the permit was issued does not comply with ORS 480.510 to 480.670. Suspension of any permit continues in effect until the vessel conforms to ORS 480.510 to 480.670 and the permit is reissued. However, before suspending or revoking a permit, the department shall first notify the person concerned of the department's intention. The notice must be in writing and advise the person concerned of the right to appeal in writing within 10

days and that the appeal will be heard by the Board of Boiler Rules. If there is a timely appeal, the department may not suspend or revoke the permit pending the appeal unless the reason for suspension or revocation constitutes an immediate menace to health or safety or the person concerned fails to prosecute an appeal with diligence.

(4)(a) Except as provided in ORS 480.510 to 480.670, a person may not operate a boiler or pressure vessel unless a valid temporary operation authorization or valid operating permit issued under this section is attached to the boiler or pressure vessel or posted in a conspicuous place in the room where the boiler or pressure vessel is located.

(b) A person may not permit or suffer the operation of a boiler or pressure vessel on property the person owns, controls, manages or supervises unless a valid temporary operation authorization or valid operating permit issued under this section is attached to the boiler or pressure vessel or posted in a conspicuous place in the room where the boiler or pressure vessel is located.

(c) The owner or lessee or person having possession of a boiler or pressure vessel may not permit or suffer the operation of the boiler or pressure vessel unless a valid temporary operation authorization or valid operating permit issued under this section is attached to the boiler or pressure vessel or posted in a conspicuous place in the room where the boiler or pressure vessel is located.

(5) The board may adopt rules waiving provisions of this section. [1961 c.485 §18; 1967 c.447 §2; 1969 c.582 §15; 1983 c.676 §15; 1993 c.744 §144; 2005 c.22 §367; 2007 c.487 §8; 2009 c.696 §16]

480.590 [1961 c.485 §10; repealed by 1983 c.676 §31]

480.595 Permits; rules; fees. (1) The Department of Consumer and Business Services may adopt rules regarding installation permits and operating permits. The rules may include, but need not be limited to, rules creating standardized forms, establishing operating permit fees, establishing permit cycles and setting terms and conditions for permit validity.

(2) Upon timely receipt of an installation permit fee, the department may issue an installation permit, perform an installation inspection and issue a temporary operating authorization.

(3) Upon timely receipt of an operating permit fee, the department may issue or renew an operating permit and may perform a periodic inspection if required during the operating permit cycle.

(4) Except as provided in ORS 480.525 and 480.600, installation permit fees are as follows:

(a) For boilers, \$175.

(b) For pressure vessels, \$125.

(5) Except as provided in ORS 480.600, maximum operating permit fees per year are as follows:

(a) Power boilers of 15 horsepower
or less \$110

(b) Other boilers of 15 horsepower

or less \$ 55

(c) Power boilers greater than 15 horsepower to 100 horsepower \$110

(d) Other boilers greater than 15 horsepower to 100 horsepower \$ 55

(e) Power boilers greater than 100 horsepower to 500 horsepower \$110

(f) Other boilers greater than 100 horsepower to 500 horsepower \$ 55

(g) Power boilers greater than 500 horsepower \$110

(h) Other boilers greater than 500 horsepower \$ 55

(i) Notwithstanding paragraphs (a) to (h) of this subsection, all cast iron boilers \$ 55

(j) Pressure vessels having a product volume of 20 cubic feet or less \$ 50

(k) Pressure vessels having a product volume greater than 20 cubic feet \$ 50

(6) For a reinspection, the fee is \$75.

(7) For the submission of plans and other pertinent data when required, for each boiler or pressure vessel, the fee is \$78. [1961 c.485 §19; 1967 c.447 §3; 1969 c.582 §16; 1973 c.830 §6; 1973 c.832 §18a; 1974 c.36 §17; 1981 c.566 §2; 1983 c.676 §16; 1991 c.201 §3; 2001 c.162 §1; 2007 c.487 §9; 2009 c.696 §17]

480.600 Special provisions on permit and inspection fees; notice from insurer.

(1) For a quantity of boilers or pressure vessels operated at the same locations, each operating permit fee under ORS 480.595 issued at the same location is \$75.

(2) Notwithstanding ORS 480.595 and except as provided in this subsection, the installing, altering or repairing contractor or the owner or user of any boiler or pressure vessel that is inspected under ORS 480.570 (1) or (2) shall pay an installation permit fee of \$40 and an operating permit fee of \$40. The Department of Consumer and Business Services may establish operating permit cycles by rule. The department may require payment of an installation or operating permit fee as provided in ORS 480.595 if the department finds that the boiler or pressure vessel is in violation of the minimum safety standards.

(3) If an insurance company notifies its insured that the insurance company will no longer insure a boiler or pressure vessel, or that insurance on a boiler or pressure vessel is no longer in force, the insurance company shall also notify the chief boiler inspector, in a form and manner prescribed by the chief boiler inspector, of the description and

vessel registration numbers of the boilers or pressure vessels for which insurance is canceled or suspended or is not to be renewed.

(4) If an owner or user of a boiler or pressure vessel fails to pay any fee required by this chapter within 90 days after the billing date, the department may consider the fee delinquent and double the amount of the fee. The court may award reasonable attorney fees to the department if the department prevails in an action to collect a fee required by this chapter. The court may award reasonable attorney fees to a defendant who prevails in an action to collect a fee required by this chapter if the court determines that the department had no objectively reasonable basis for asserting the claim or no reasonable basis for appealing an adverse decision of the trial court. [1961 c.485 §21; 1967 c.447 §4; 1969 c.582 §17; 1973 c.830 §7; 1973 c.832 §18b; 1974 c.36 §18; 1981 c.566 §3; 1981 c.897 §57; 1983 c.676 §17; 1991 c.201 §4; 1991 c.518 §18; 1995 c.696 §25; 1999 c.711 §1; 2007 c.487 §10; 2009 c.696 §18]

480.605 Miscellaneous fees. The Department of Consumer and Business Services may:

(1) Collect fees for shop inspections, or for inspections, testing, consultations, site visits or other services for which no fee is otherwise specified, in the amount of \$75 per hour of travel and inspection time.

(2) Collect a fee for welding and inspectors' examinations and for the renewal of inspectors' certifications. The Board of Boiler Rules shall fix the amount of the fee. [1961 c.485 §22; 1969 c.582 §18; 1973 c.830 §8; 1993 c.744 §145; 2007 c.271 §9; 2009 c.696 §19; 2011 c.9 §69]

480.607 [1983 c.676 §20b; 1991 c.703 §16; 2001 c.678 §2; 2005 c.758 §35; 2007 c.487 §11; repealed by 2009 c.696 §26]

480.610 Disposition of fees. All receipts from fees, charges, costs and expenses under ORS 480.510 to 480.670 shall be collected by the Department of Consumer and Business Services and paid into the Consumer and Business Services Fund created by ORS 705.145. Such moneys shall be used only for the administration and enforcement of ORS 480.510 to 480.670. [1961 c.485 §23; 1973 c.834 §42; 1983 c.676 §18; 1993 c.744 §146]

480.615 Appeals. (1) The Board of Boiler Rules shall hear the appeal of an appellant who:

(a) Has filed a timely written request and:

(A) Has received notice that a restraining order or injunction will be sought;

(B) Has received notice that an installation permit or operating permit will be suspended or revoked; or

(C) Is affected by either of such notices; or

(b) Has filed a written request and who has reason to desire a change in the minimum safety standards or the rules.

(2) The board shall set the time and place for hearing and give the appellant 10 days' written notice.

(3) The board shall hear an appeal within three months after receipt of the request. However, if an immediate menace to health or safety is involved, the board shall hear the appeal within 20 days after receipt of the request.

(4)(a) Two or more appeals may be consolidated for hearing, if based upon substantially the same facts.

(b) The board and the appellant may subpoena witnesses, who shall receive the same compensation and mileage pay as circuit court witnesses.

(c) The board shall keep a written or recorded record. [1961 c.485 §26; 1983 c.676 §19; 1991 c.518 §10; 2007 c.71 §167; 2007 c.487 §12; 2009 c.696 §20]

480.630 Licensing of boiler contractors and persons installing, altering or repairing boilers or pressure vessels; installation permits; fees; continuing education. (1) A person engaging in the business of installing, repairing or altering boilers or pressure vessels must possess a boiler contractor license issued by the Department of Consumer and Business Services.

(2) A person who installs, repairs or alters boilers or pressure vessels as the employee or agent of a business engaged in the installation, repair or alteration of boilers or pressure vessels must possess an employee or agent license issued by the department.

(3) The chief boiler inspector may conduct examinations for licensing an employee or agent of a business to establish the competency of the applicant.

(4) Upon payment of the applicable application fee, the department shall issue a license to an applicant who qualifies as provided in rules adopted under ORS 455.117 by the Board of Boiler Rules. Upon payment of the applicable renewal application fee, the department shall renew the license of a person who complies with ORS 480.510 to 480.670 and the rules adopted by the board under ORS 455.117 or 480.545. The fee to apply for or renew a license is:

(a) \$27.50 per year for an employee or agent license.

(b) \$165 per year for a boiler contractor license.

(5) A person required to be licensed under this section may not install, alter or repair a boiler or pressure vessel unless an installation permit is first secured from the department. The department shall issue permits only to persons possessing a valid boiler contractor license or as provided by the department by rule.

(6) If an emergency exists, a permit under subsection (5) of this section is not required in advance for boiler or pressure vessel installations or repair, provided that an application accompanied by the appropriate fee for the permit is submitted to the department within five days after the commencing of the boiler or pressure vessel work.

(7) The license and examination requirements of this section and ORS 480.632 do not apply when a person is brought in from out of state to repair or alter a boiler or pressure vessel utilizing special tools or a special process for which that person is uniquely qualified. The activity shall be limited solely to the special process and the person performing the work shall have qualifications that meet or exceed license standards as determined by the chief boiler inspector. The chief boiler inspector shall be notified prior to performance of any work under this subsection.

(8) If a license issued under subsection (4) of this section is of a class that authorizes a person to perform work equivalent to that performed by pressure vessel installers,

building service mechanics, boilermakers or pressure piping mechanics, the person must comply with continuing education requirements. [1973 c.830 §4; 1983 c.676 §20; 1987 c.414 §36; 1991 c.201 §5; 2001 c.678 §3; 2005 c.758 §36; 2007 c.71 §168; 2007 c.487 §§13,13a; 2009 c.696 §21]

480.632 Employment of unlicensed worker prohibited. A person licensed, or required to be licensed, under ORS 480.630 to engage in the business of installing, repairing or altering boilers or pressure vessels may not employ any person to work on a boiler or pressure vessel unless the employed person has a valid license issued under ORS 480.630. [1983 c.676 §24; 2005 c.758 §37; 2007 c.306 §4]

480.634 Exemption of journeyman plumber for certain activities. (1) A person who has a valid journeyman plumber license does not have to obtain a license under ORS 480.630 (2) to work as an employee of a business engaged in installing or replacing by nonwelded means a potable domestic water heater that:

- (a) Is not used for space heating;
 - (b) Has a capacity that does not exceed 180 gallons;
 - (c) Has a water temperature that does not exceed 210 degrees Fahrenheit;
 - (d) Has a pressure that does not exceed 150 pounds per square inch gauge pressure;
- and
- (e) Has a heat input that does not exceed 750,000 Btu per hour.

(2) Subsection (1) of this section does not allow construction, repair or alteration of the domestic potable water heater. [1991 c.518 §15; 2005 c.758 §38]

480.635 [1973 c.830 §5; 1983 c.676 §21; repealed by 2005 c.758 §56]

480.640 When court action not available. A person providing services connected with boilers or pressure vessels may not bring or maintain an action in the courts of this state to recover for those services unless the person alleges and proves that, at the time the services were performed, the person performing the services held a license issued under ORS 480.630. This section does not apply to a person exempted from licensing by ORS 480.630 (7). [1983 c.676 §25; 1991 c.518 §11; 2005 c.758 §39; 2007 c.487 §14]

480.645 Standardized examination; administration. (1) The Board of Boiler Rules shall cause to be prepared examinations that are standardized. In standardizing examinations under this subsection, the board may adopt standardized examinations prepared by nationally recognized bodies.

(2) The board shall allow any person who takes an examination to review the examination and test results of that person. [1983 c.676 §26; 1991 c.518 §12]

480.647 Quality control procedures for welding on nonboiler external piping; rules. (1) The Board of Boiler Rules may adopt rules creating quality control procedures for welding on nonboiler external piping and may adopt its own Oregon welded stamp symbol.

(2) The board may not require the adoption of “R” stamp provisions of the National Board of Boiler and Pressure Vessel Inspectors or the American Society of Mechanical Engineers Certification of Authorization requirements related to boilers for welding on nonboiler external piping.

(3) The board shall accept an “R” stamp certificate of authorization by the National Board of Boiler and Pressure Vessel Inspectors or the American Society of Mechanical Engineers as meeting the requirements of subsection (1) of this section and may accept any other quality control program for welding that is at least equivalent to the Oregon quality control procedures adopted under subsection (1) of this section.

(4) All review by the Department of Consumer and Business Services for individual approval of quality control procedures and requirements shall be charged at the shop inspection rates under ORS 480.605. [1991 c.518 §16; 1993 c.744 §148; 2009 c.696 §22]

480.660 Notice of violation; correction; when use prohibited; appeal. (1) If an inspector determines that any condition exists that is a violation of the safety standards prescribed pursuant to ORS 480.510 to 480.670, the inspector shall post a notice in plain view on or near the affected boiler or pressure vessel that specifies the defective condition, and shall provide a copy of the notice to the owner or user of the affected boiler or pressure vessel, or to a representative of the owner or user.

(2) If no immediate hazard to health and safety is evident, the notice shall state that correction of the defective condition is required within 30 days of the date of the inspection. If the correction is not completed within the 30-day period, the owner or user of the boiler or pressure vessel may apply to the chief boiler inspector for extension of the time for making the correction. If the chief boiler inspector determines that corrective action was commenced within the time period specified in the notice, an extension may be granted for such time as is required to complete corrective action.

(3) If an immediate hazard to health and safety is evident, the notice shall prohibit further use of the boiler or pressure vessel. The inspector immediately shall report that action to the chief boiler inspector.

(4) If any person is aggrieved by a determination made upon inspection under this section, the person first shall appeal that determination to the chief boiler inspector and then to the Board of Boiler Rules. Subsequent appeal shall be as provided in ORS 183.480 to 183.540. [1983 c.676 §28]

480.665 [1983 c.676 §27; 1991 c.734 §47; 1999 c.846 §3; repealed by 2001 c.411 §31]

480.670 Civil penalty for Boiler and Pressure Vessel Law violations; disposition of penalty moneys. The Board of Boiler Rules may impose a civil penalty for a violation of ORS 480.510 to 480.670 or rules adopted for the administration and enforcement of those sections. Moneys received by the Department of Consumer and Business Services or the board from civil penalties imposed under this section or ORS 455.895 (1)(c) shall be deposited to the Consumer and Business Services Fund created under ORS 705.145 and used only for the administration and enforcement of ORS 480.510 to 480.670 and 480.990 (8). [2001 c.411 §10; 2007 c.898 §2]

PENALTIES

480.990 Penalties. (1) Violation of any provision of ORS 480.010 to 480.040 is a Class B violation.

(2) Violation of any provision of ORS 480.050, 480.060 or 480.290 is a Class C misdemeanor.

(3) Violation of ORS 480.070 is a Class A misdemeanor.

(4) Violation of ORS 480.085 is a Class B violation.

(5) Violation of any provision of ORS 480.111 to 480.165 is a Class B misdemeanor. Violations thereof may be prosecuted in state or municipal courts when violations occur within the municipality served thereby. Justice courts shall have concurrent jurisdiction with circuit courts in all proceedings arising within ORS 480.111 to 480.165.

(6) Subject to ORS 153.022, violation of any provision of ORS 480.210, 480.215, 480.235 and 480.265 or of any rule or regulation adopted under ORS 480.280 (1) is a Class B misdemeanor.

(7) Violation of any provision of ORS 480.420 to 480.460 is a Class B violation.

(8) Subject to ORS 153.022, violation of any provision of ORS 480.510 to 480.670, or any rule promulgated pursuant thereto, is a Class A misdemeanor. Whenever the Board of Boiler Rules has reason to believe that any person is liable to punishment under this subsection, it may certify the facts to the Attorney General, who may cause an appropriate proceeding to be brought. [Subsection (4) of 1963 Replacement Part enacted as 1961 c.722 §3; subsection (10) enacted as 1961 c.485 §24; subsection (4) enacted as 1963 c.384 §3; 1965 c.602 §24; subsection (3) enacted as 1967 c.417 §22; subsection (7) enacted as 1971 c.518 §25; 1983 c.676 §22; 1985 c.165 §3; 1987 c.158 §111; 1991 c.863 §59; 1999 c.1051 §193]

Firework Ordinances

City of Happy Valley

8.08.700 Fireworks prohibited—Civil penalty.

A. Unless otherwise permitted by the terms of ORS 480.120 through ORS 480.124 (2008), it is unlawful for any person to sell, offer for sale, expose for sale, possess, use, explode or have exploded any fireworks.

B. As used in subsection A of this section, the term “fireworks” shall mean as defined in ORS 480.110 (2008).

C. Any person found to have violated the prohibitions set out in subsection A, is subject to a civil penalty of up to one thousand dollars (\$1,000.00) per violation, in the discretion of the municipal court. (Ord. 380 § 1, 2008)

12.16.030 Fireworks in city parks prohibited.

A. Definition. As used in this section the term “fireworks” shall mean any device defined at ORS 480.110(1) and ORS 480.127 for which a permit from the State Fire Marshal is required before it may be sold, kept, used or exploded excluding:

1. Sparklers, toy pistol paper caps, toy pistols, toy canes, toy guns or other devices in which paper caps containing .25 grains or less of explosive compound are used, and when the rate of burning and the explosive force of the materials in such devices are not greater than an equivalent weight of F.F.F.G. black powder, and when such devices are so constructed that the hand cannot come in contact with the cap when in place for explosion, and the major explosive force is contained or dispelled within the housing or shell of the device, there is no visible flame during discharge, there is no flaming or smoldering of any of the components or parts of the device after discharge, and the device does not produce sufficient heat to readily ignite combustible materials upon which the device may be placed.

2. Snakes or similar smoke-producing material containing not more than one hundred (100) grains of combustible substances when there is no visible flame during discharge, there is no after smoldering, and the devices do not produce sufficient heat to readily ignite combustible materials upon which the devices may be placed.

3. Model rockets and model rocket motors designed for the purpose of propelling recoverable aero models.

B. Prohibition. The possession, use, explosion or discharge of fireworks is prohibited in all city-designated parks. This prohibition does not apply to fireworks where there is properly issued public display permit from the State Fire Marshal under the terms of ORS 480.130 to ORS 480.150.

C. Penalty—Ability to Impound Illegal Fireworks. Any person found in violation of the prohibition found in subsection B of this section shall be subject to a civil penalty of up to two hundred fifty dollars (\$250.00) per device. Any duly authorized employee of the city or law

enforcement officer may immediately impound all such devices found in any city park and hold same for evidentiary purposes. (Ord. 223 §§ 1—3, 2001)

City of Milwaukie

CHAPTER 9.18 FIREWORKS

9.18.010 PROHIBITED ACTS

Unless otherwise permitted by the terms of ORS 480.120 through ORS 480.124, it is unlawful for any person to sell, offer for sale, expose for sale, possess, use, explode or have exploded any fireworks. (Ord. 2148 § 1, 2017)

9.18.020 DEFINITION

As used in chapter, the term “fireworks” means the same as that defined in ORS 480.111 as in effect on May 1st, 2017 or as later amended. (Ord. 2148 § 1, 2017)

9.18.030 VIOLATION—REMOVAL

The City may confiscate, destroy, remove or have removed at the owner’s expense all stocks of fireworks in violation of this chapter, when necessary to preserve public safety. (Ord. 2148 § 1, 2017)

9.18.040 VIOLATION—PENALTY

Any person who violates this chapter is subject to a fine not to exceed \$1,000. (Ord. 2148 § 1, 2017)

City of Gladstone

Chapter 8.08 FIREWORKS

Sections:

[8.08.010 Adoption of state statutes.](#)

[8.08.020 Prohibition of the manufacture of certain forms of fireworks.](#)

[8.08.030 Violation—Penalty.](#)

8.08.010 Adoption of state statutes.  [SHARE](#)

The following sections of the Oregon Fireworks Law are adopted by reference and made a part of this chapter: Oregon Revised Statutes 480.110, 480.120, 480.130, 480.140(1), 480.150, 480.160 and 480.165.

Statutory Reference: ORS Ch. 480

History: Ord. [807](#) §11, 1973; Ord. [1384](#), 2006.

[**Ed. Note:** The publication(s) referred to or incorporated by reference in this ordinance are available from the office of the City Recorder.]

8.08.020 Prohibition of the manufacture of certain forms of fireworks.

Pursuant to Oregon Revised Statutes 480.160, the manufacture of cylindrical fountains, cone fountains, illuminating torches, wheels, ground spinners, flitter sparklers or combination items as such items are defined in Oregon Revised Statutes 480.127 is prohibited within the city.

Statutory Reference: ORS Ch. 480

History: Ord. [1137](#) §1, 1990. Ord. [1339](#), 2003.

8.08.030 Violation—Penalty.  [SHARE](#)

Any person or corporation violating any of the provisions of this Chapter shall upon conviction thereof be guilty of a Class “C” Infraction as specified in GMC [1.08.010](#) through [1.08.100](#). Each and every day that this Chapter is violated shall constitute a separate offense.

Statutory Reference: ORS [221.410](#)

History: Ord. [1344](#), 2004.

1.08.090 Schedule of forfeitures.

(1) Infractions are classified for the purpose of determining forfeitures into the following categories:

- (a) Class “A” infractions;
- (b) Class “B” infractions;
- (c) Class “C” infractions;
- (d) Class “D” infractions.

(2) An assessment of a forfeiture for an infraction not including state assessments pursuant to ORS [137.290](#) and [137.309](#) shall be an amount not exceeding as follows:

- (a) Seven hundred twenty dollars (\$720) for a Class “A” infraction;
- (b) Three hundred sixty dollars (\$360) for a Class “B” infraction;
- (c) One hundred eighty dollars (\$180) for a Class “C” infraction;
- (d) Ninety dollars (\$90) for a Class “D” infraction.

(3) In addition to paying the forfeiture, a seven dollar (\$7) administrative fee shall be charged, except for vehicle parking fines, for training of police and court personnel.

(4) If a forfeiture is returned to the payee, then the administrative fee for training made thereon shall also be returned.

(5) Fifty dollars (\$50) shall be charged for those who fail to appear in Municipal Court when scheduled.

(6) Fifty dollars (\$50) shall be charged prior to participation in a Municipal Court juvenile traffic diversion program.

(7) Fifty dollars (\$50) shall be charged for “verification of vehicle compliance.”

(8) Infractions of city ordinances are classified as set forth throughout the Gladstone Municipal Code.

Statutory Reference: ORS [153.110](#) to [153.310](#)

History: Ord. [989](#) §6, 1981; Ord. [1340](#), 2003; Ord. [1342](#), 2003; Ord. [1381](#) §1, 2006; Ord. [1512](#) §1, 2021.

[**Ed. Note:** The publication(s) referred to or incorporated by reference in this ordinance are available from the office of the City Recorder.]

City of Lake Oswego

15.06.613 Retail Sales of Fireworks.

1. Retail sales of Oregon approved fireworks shall be limited to those areas zoned east end commercial, neighborhood commercial and general commercial. Sales are prohibited at any service station or other site where flammable liquids are sold or dispersed regardless of zone. Sales may occur within a permanent structure only after receiving the prior written permission of the City. (Note: dates permitted for sale of fireworks is governed by state law.)
2. Temporary stands for the sale of fireworks may be constructed no earlier than midnight June 19 of the year in which sales are to occur and must be removed no later than midnight July 10 of the same year.
3. Prior to the construction of a stand or the sale of fireworks a permit must be issued for such activity. The requested use shall comply with the standards required by the setback and vision clearance requirements of LOC Chapter [50](#).

(Ord. 2412, Added, 02/15/2005)

15.06.614 Illegal Fireworks Prohibited.

1. Unless otherwise permitted by the terms of ORS [480.120](#) to [480.124](#), it is unlawful for any person to sell, offer for sale, expose for sale, possess, use, explode or have exploded any fireworks.
2. As used in subsection (1) of this section, the term “fireworks” shall mean as defined in ORS [480.111](#).
3. Violation of subsection (1) of this section shall be a civil violation as defined by LOC [34.04.105](#), enforceable pursuant to LOC Article [34.04](#), with a maximum fine not to exceed the maximum civil penalty amount established in ORS [480.165](#).

(Ord. 2621, Added, 05/21/2013)

15.06.615 (Repealed by Ord. 2134, 06/04/96.) 

15.06.616 Temporary Prohibition of Use and Sales of Fireworks, and Causing or Permitting Open Burning, Outdoor Open Flames, Outdoor Sparks or Outdoor Smoking During Extreme Fire Risk. Revised 6/21

1. Purpose: To reduce the risk of loss of life and damage to property and to the urban tree canopy from fire during periods of extreme fire risk in the Lake Oswego area.
2. Definitions:
 - a. Fire Chief/Fire Marshal: the appointed Fire Chief and Fire Marshal of the City of Lake Oswego.
 - b. Fireworks: "fireworks" as defined in ORS [480.111](#)(7).
 - c. Person: individual or a business entity; for the purpose of this definition, "business entity" means a corporation, association, partnership, limited liability company, limited liability partnership or other legal entity.
 - d. Seller: any person that sells, or offers for sale, or exposes for sale fireworks within the City of Lake Oswego for retail or wholesale purposes, including persons required to obtain permits for fireworks sales or permits under ORS [480.150](#).
3. Analysis of Fire Danger; Authority to Issue Order.
 - a. The Fire Chief or Fire Marshal shall, at such times as deemed appropriate for fire risk, use reasonably available sources of information, e.g., National Weather Service and Oregon Department of Forestry District 13 reporting and modeling based on the National Fire Danger Rating (NFDR) System, to make a judgment based on forecasted temperature, wind, relative humidity, fuel loads, and topography of current or predicted conditions as to the level of fire danger within the City, including external fire sources and the risk of fire ignition and spread from any source within the City.
 - b. If, in the Fire Chief's or Fire Marshal's judgment, the fire risk is extreme under the NFDR classification (fires start quickly, spread furiously, and burn intensely; all fires are potentially serious), the Fire Chief or Fire Marshal is authorized to issue an order under subsection (4) of this section temporarily prohibiting some or all of the following:
 - i. The use and sale of fireworks;
 - ii. Any open burning, including, but not limited to, bonfires, recreational fires, and outdoor fireplaces;

iii. Any outdoor open flames, including:

- (1) Open flame cooking devices, e.g., charcoal, gas and propane grills, and camp stoves;
- (2) Candles and lanterns;
- (3) Outdoor heaters;
- (4) Torches of any kind, including decorative torches and torches used for construction and manufacturing (e.g., welding equipment); and
- (5) Lighters or matches;

iv. Outdoor smoking;

v. Use of powered yard maintenance and construction equipment that creates sparks, including, but not limited to, lawnmowers, chainsaws, blowers and weed whackers;

vi. Use of any device that causes an outdoor spark or flame, as outlined in the 2019 Oregon Fire Code.

4. Temporary Prohibition of the Use and Sale of Fireworks.

a. Upon issuance of a written order by the Fire Chief or the Fire Marshal pursuant to this section, no person shall, as relevant to the prohibition under subsection (3)(b) of this section:

- i. Sell, or offer for sale, expose for sale, use, explode or have exploded fireworks;
- ii. Cause, permit or suffer any open burning;
- iii. Cause, permit or suffer any outdoor open flames;
- iv. Cause, permit or suffer outdoor smoking;
- v. Cause, permit or suffer use of powered yard maintenance and construction equipment that creates sparks;
- vi. Cause, permit or suffer use of any device that causes an outdoor spark or flames, as outlined in the 2019 Oregon Fire Code,

within Lake Oswego during the period of time stated in the order, except either in accordance with the terms of the order or the person has been issued a written exemption

by the Fire Chief or Fire Marshal and the person's use conforms to the terms of the exemption.

b. The order shall:

- i. If less than the entirety of the area within the City boundaries is to be subject to the order, identify the area(s) that are subject to the order;
- ii. If the prohibition is to be less than 24 hours a day, state the time period prohibited by the order;
- iii. If the prohibition is to apply to only certain classifications of fireworks, identify the classifications of fireworks subject to the order;
- iv. If the prohibition is to apply to only certain types of activities under subsection (4)(a) of this section, identify the prohibited activities; and
- v. Identify those persons who, without a written exemption issued by the Fire Chief or Fire Marshal, are exempt from the order. Unless specifically stated in the order, the order supersedes any previously issued general permit, such as a permit to sell fireworks, to conduct open burning, to perform landscaping or construction work, or to use a device that may cause an outdoor spark or flame.

c. The Fire Chief or Fire Marshal may issue written exceptions to persons that, in the Fire Chief's or Fire Marshal's determination, the person will conduct sales or use of fireworks, or conduct other activities prohibited by the order in a manner that will meet the purposes of this section and will not likely cause other persons to reasonably believe that the order is terminated.

d. The order may be revised, extended or terminated in the same manner as its issuance.

5. Notice of Order. The Fire Chief or Fire Marshal issuing the order shall cause notice of the order to be given to the public and sellers by:

- a. Posting a copy of the order in a place visible in each fire station of the City, City Hall, and Library;
- b. For orders that prohibit the sale or use of fireworks, mailing to each seller that has a permit from the Fire Chief for the retail sale of consumer fireworks, as defined by [ORS 480.111](#), at such mailing address provided on the seller's application to sell consumer fireworks. The Fire Chief may, in lieu of mailing, either:

- i. Email a copy of the order to the seller's email address on the seller's application to sell consumer fireworks, or to such other electronic mail delivery that is reasonably calculated to notify the seller; or
 - ii. Personal delivery of a copy of the order to a person that is apparently in charge of the sale of consumer fireworks at the seller's locations approved for the sale of consumer fireworks.
 - c. For orders that prohibit the use of powered yard maintenance and construction equipment, mailing to each person that has a City business license for such business, at such mailing address provided on the business license application. The Fire Chief may, in lieu of mailing, either:
 - i. Email a copy of the order to the business permit licensee's email address on the business license application, or to such other electronic mail delivery that is reasonably calculated to notify the business permit licensee; or
 - ii. Personal delivery of a copy of the order to a person that is apparently in charge of the business at the business license's business location(s).
 - d. Such other means as the Fire Chief or Fire Marshal may find provides public notice, e.g., to the local media, City website, local school district.
6. Penalties. A violation of any provision of subsection (4) of this section is a civil violation and shall be enforced pursuant to the provisions of LOC [34.04.101](#) to [34.04.145](#), and subject to the maximum fine as provided by LOC [13.02.020](#). Each sale or use of a firework shall constitute a separate violation.

(Ord. 2870, Added, 05/04/2021)

Dear Mayor McGriff and Oregon City Commissioners,

On behalf of the McLoughlin Neighborhood Association, I am writing to express our strong support for the proposed ban on the sale and use of fireworks in Oregon City. Our concerns are based on several important factors:

1. Heightened risk of fire in wooded or hard-to-reach areas of Oregon City, which poses a serious safety concern.
2. The negative impact on veterans and others suffering from PTSD, who may be particularly sensitive to the loud explosions caused by fireworks.
3. The distress caused to citizens with sensory issues who are often deeply affected by sudden, loud noises.
4. The financial burden associated with cleaning up litter and debris left behind by spent fireworks.
5. The trauma inflicted on pets and wildlife, who are often terrified by the unexpected noise and flashes.
6. The additional cost associated with law-enforcement to handle the use of illegal fireworks.

For these reasons, the McLoughlin Neighborhood Association fully supports the ban on the sale, distribution, and use of fireworks in Oregon City.

Thank you for considering our position on this important issue. We hope the commission will take these concerns into account as you deliberate on this matter.

Sincerely,

Tim Powell
Chair
McLoughlin Neighborhood Association
mnaoregoncity@gmail.com



Oregon City Police Employees' Association

PO Box 640 Oregon City, Oregon 97045

Good evening,

My name is Jason Pohl and I am an Oregon City Police officer. I am here today in my capacity as the president of the Oregon City Police Employees' association, which represents the officers, detectives, sergeants, and non-sworn employees of the Oregon City Police Department.

When OCPEA learned that members of the commission were interested in hearing what officers thought of the city's proposed fireworks ordinance, we consulted with our members and crafted this letter to make the commission and the public aware of our stance on the matter. During a recent meeting, our members voted unanimously to express opposition to a fireworks ordinance, what follows are several reasons why.

There are already several state statutes that govern the sale and use of fireworks. Implementing a municipal ordinance may create unnecessary duplication and confusion in enforcement efforts. This could result in inconsistent application of the law as a result of having to navigate conflicting regulations. The fact that some fireworks are legal in Oregon and would remain so in the portions of unincorporated Clackamas County that surround Oregon City could result in confusion regarding what is or isn't legal and unintentional violations of the ordinance by members of our community.

We are concerned about the impact that enforcing a fireworks ban may have on community relations; lighting fireworks on the Fourth of July is a time-honored tradition that many people hold deep affection for. Aggressive enforcement of this ordinance could foster resentment and mistrust with members of our community and undermine the efforts we have made for many years to build positive relationships and open communication with the people we serve.

The association is aware that there has been discussion of utilizing mandatory overtime to provide adequate numbers of officers to enforce a fireworks ordinance. Mandatory overtime on a holiday would represent a significant departure from past practice. Our members are dedicated professionals who balance their commitment to serving the people of Oregon City with their family obligations, especially during holiday periods. Compelling officers to work under these circumstances could lead to fatigue and diminished morale. Additionally, as Chief Davis shared during a previous meeting, a significant percentage of the agency's patrol division already works at some point during the July 4th holiday, extending people's shifts or ordering them in on their off day will increase that number even more.

We represent Oregon City's code enforcement officers, who some have suggested could be utilized to address fireworks complaints. We strongly believe that sending unarmed code

enforcement officers to engage in enforcement action with large groups of people, many of whom have consumed alcohol, is unsafe and unacceptable. Additionally, scheduling code enforcement officers to work on a holiday would be a departure from agency past-practice.

With all this in mind, we have concerns about our ability to effectively enforce a fireworks ban due to the sheer number of complaints in addition to other calls for service we receive on Independence Day. Focusing our efforts on fireworks calls may divert valuable resources away from more pressing public safety issues during one of the busiest days of the year. Another more practical issue would be the safe and proper storage of seized fireworks; we currently do not have a method of storing a large quantity of fireworks at the Oregon City Police Department and would have to make arrangements to safely and legally dispose of them.

The Oregon City Police Employees' Association wants the commission and the people we serve to know that whatever decision is made, we promise to fulfill our mission and uphold the law as we always do. Thank you for your consideration in this matter.

Respectfully Submitted

A handwritten signature in blue ink, appearing to read "Jason Pohl". The signature is written in a cursive, flowing style.

Jason Pohl,
OCPEA President



COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND RESIDING CITY
- Limit Comments to 3 MINUTES.
- Give to the Clerk in Chambers prior to the meeting.

Date of Meeting 11-6-24

Item Number From Agenda 9-C

NAME: Zach Knudsen OLPEA - with Jason Phillips

ADDRESS: Street: 1234 Linn Ave

City, State, Zip: Oregon City, OR

PHONE NUMBER: 503-333-4150

E-MAIL ADDRESS: Zach@olpea.org

SIGNATURE: Zach Knudsen

COMMENT FORM



PLEASE PRINT CLEARLY

- SPEAK INTO THE MICROPHONE AND STATE YOUR NAME AND RESIDING CITY
- Limit Comments to 3 MINUTES.
- Give to the Clerk in Chambers prior to the meeting.

Date of Meeting

11/6/24

Item Number From Agenda

9C FIREWORKS

NAME:

JASON POHL - PRESIDENT POLICE UNION

ADDRESS:

Street: 1234 LINN AVE

City, State, Zip: OREGON CITY, OR 97045

PHONE NUMBER:

9712762769

E-MAIL ADDRESS:

JASON@OCPEA.ORG

SIGNATURE:

[Handwritten signature]



CITY OF OREGON CITY

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

To: City Commission **Agenda Date:** November 6, 2024
From: Dayna Webb, Public Works Director

SUBJECT:

Item 9.d. - First Reading of Ordinance No. 24-1011, Adopting Amendments to the Oregon City Stormwater Code for Allowable Non-stormwater Discharges

STAFF RECOMMENDATION:

First reading of Ordinance No. 24-1011, adopting amendments to the Oregon City stormwater code for allowable non-stormwater discharges.

EXECUTIVE SUMMARY:

The City of Oregon City is required to meet Department of Environmental Quality (DEQ) requirements and expectations as outlined in the National Pollutant Discharge Elimination System (NPDES) Municipal Separate Storm Sewer System (MS4) Permit. To meet the DEQ requirements as outlined in the NPDES MS4 Permit, the Stormwater Division is amending Oregon City Municipal Code 8.08 – Nuisances, Subsection 8.08.020 - Nuisances Affecting Health, by adding item P to define allowable non-stormwater discharges and illicit discharges by process of elimination.

The amendment to Oregon City Municipal Code 8.08 – Nuisances, Subsection 8.08.020 - Nuisances Affecting Health, will allow the City to continue maintaining regulatory compliance with the DEQ through the NPDES MS4 Permit and improve the water quality of Oregon City's surface water to meet the state and federal expectations regarding pollution prevention.

BACKGROUND:

The City of Oregon City maintains the NPDES MS4 Phase I Stormwater Permit and Total Maximum Daily Load (TMDL) implementation programs under the Federal Clean Water Act (CWA) and Oregon Revised Statute, ORS 468B.050, which is required and issued by the Oregon Department of Environmental Quality (DEQ).

Oregon City's NPDES MS4 Permit is implemented through the Stormwater Management Plan (SWMP) and was first issued in 1997 with subsequent permits issued in 2004 and 2010. The 2010 permit expired in 2015 and went into administrative extension until a renewed permit was issued September 15, 2021, with an effective date of October 1, 2021. The current NPDES MS4 permit is active through September 2026.

The SWMP program implementation requires numerous codes, ordinances, policies, procedures, guidance manuals, checklists, forms, mapping, and other related documents. Throughout the City's current SWMP, the relevant documents are noted within each program category or Best Management Practice (BMP). Each co-permittee is required to submit an

annual report to DEQ summarizing the accomplishments and implementation of the individual SWMPs.

Additionally, the Total Maximum Daily Load (TMDL) Implementation Plan required by the DEQ addresses bodies of water located in the Willamette River Basin. There are currently three parameters of concern, which includes temperature, bacteria, and mercury. Oregon City's SWMP serves as the implementation plan for bacteria and mercury, and our TMDL Implementation Plan addresses temperature. The TMDL Implementation Plan activities are reported in an annual progress report. The next TMDL progress report will be submitted by December 31, 2024.

In order to keep the City in compliance with the DEQ and continue to meet the state and federal expectations regarding pollution prevention, the Stormwater Division is amending the Oregon City Municipal Code 8.08 – Nuisances, Subsection 8.08.020 - Nuisances Affecting Health, Item P, addressing the DEQ requirements included in the annual progress report.

OPTIONS:

1. Approve First Reading of Ordinance No. 24-1011, Adopting Amendments to the Oregon City Stormwater Code for Allowable Non-stormwater Discharges.
2. Approve First Reading of Ordinance No. 24-1011, Adopting Amendments to the Oregon City Stormwater Code for Allowable Non-stormwater Discharges with Amendments.
3. Deny First Reading of Ordinance No. 24-1011, Adopting Amendments to the Oregon City Stormwater Code for Allowable Non-stormwater Discharges and provide further direction.

BUDGET IMPACT:

Amount	N/A
Fiscal Year(s):	N/A
Funding Source(s):	N/A

ORDINANCE NO. 24-1011

AN ORDINANCE OF THE CITY OF OREGON CITY ADOPTING AMENDMENTS TO THE OREGON CITY STORMWATER CODE FOR ALLOWABLE NON-STORMWATER DISCHARGES

WHEREAS, the City ensures the health and safety of human and wildlife in waters of the state from pollutants due to illicit discharge in the City's Municipal Separate Storm Sewer System (MS4); and

WHEREAS, the City complies with the regulatory language set forth in its individual National Pollution Discharge Elimination System (NPDES) MS4 Phase 1 Permit; and

WHEREAS, the City must amend municipal ordinance 8.08 – Public Nuisance, subsection 8.08.020 – Health & Safety, to clearly define what an allowable non-stormwater discharge is; and

WHEREAS, the City's MS4 permit states in schedule A.d.1 what an allowable non-stormwater discharge is; and

WHEREAS, all other non-stormwater discharges are considered illicit and enforceable by this amendment and OCMC 8.08.050 - Enforcement; and

WHEREAS, this amendment will satisfy the requirements of the MS4 Permit; and

WHEREAS, The City will not receive a fine of non-compliance from the Department of Environmental Quality.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The City Commission adopts the amendments to OCMC Chapter 8.08.020 identified in Exhibit A and fully incorporated in Exhibit B to this ordinance.

Section 2. This Ordinance shall take effect 30 days from the date of adoption.

Read for the first time at a regular meeting of the City Commission held on the 6th day of November, and the City Commission finally enacted the foregoing ordinance this 20th day of November 2024.

DENYSE C. MCGRUFF
Mayor

Attested to this 20th day of November 2024,

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Attachments:

Exhibit A – Amendments to OCMC 8.08.020 with redline changes

Exhibit B – Amendments to OCMC 8.08.020 with changes incorporated

Exhibit A: Amendments to OCMC 8.08.020 with redline changes

Additions to the code are in red text and deletions are identified as strike through

Chapter 8.08 - NUISANCES

8.08.010 - Public nuisance—Defined.

A nuisance is a thing, act, occupation or use of property which:

- A. Shall annoy, injure or endanger the safety, health, comfort or repose of the public;
- B. Shall unlawfully interfere with, obstruct or tend to obstruct or render dangerous for passage a public park, square, street, alley or highway;
- C. Shall offend public decency;
- D. Shall in any way render the public insecure in life or in use of property.

(Prior code §8-6-1)

8.08.020 - Nuisances affecting health.

The following are declared nuisances affecting health:

- A. All decayed or unwholesome food offered for sale to the public;
- B. All diseased animals running at large;
- C. All ponds or pools of stagnant water;
- D. Carcasses of animals not buried or destroyed within twenty-four hours after death;
- E. Accumulations of manure or rubbish;
- F. Privy vaults and garbage cans which are not flytight;
- G. The pollution of any public or private well or cistern, stream, lake, canal or body of water by sewage, creamery or industrial wastes or other substances;
- H. All non-woody, herbaceous plant growth which is allowed to grow wild and untended and which is allowed to flower and go to seed, disseminating pollen and seeds onto surrounding properties;
- I. All public exposure of persons having a contagious disease;
- J. The use of a common public drinking cup or roller towel;
- K. The distribution of samples of medicine or drugs unless such samples are placed in the hands of an adult person;
- L. All other acts, omissions of acts, occupations and uses of property which are deemed by the board of health to be a nuisance to the health of the inhabitants of this city or any considerable number thereof;
- M. Dense smoke, noxious fumes, gas and soot or cinders in unreasonable quantities;
- N. All rat-infested buildings and structures;
- O. The pollution or contamination of any public stream, river, lake, storm sewer or other surface water body with soil, sediments or dust or the contamination of any public or private street or road with dirt, dust or mud from any construction, earth moving, vegetation removal or development activity.
- P. Non-stormwater discharges to the municipal separate storm sewer system or any water of the state, except the following discharges.
 - i. The non-stormwater discharge is regulated under a separate NPDES permit.
 - ii. The non-stormwater discharge is categorized as an authorized or allowable non-stormwater discharge listed below:
 - a. Uncontaminated water line flushing.
 - b. Landscape irrigation.
 - b. Diverted stream flows.
 - c. Uncontaminated groundwater infiltration as defined at 40 CFR § 35.2005(20) to separate storm sewers.
 - d. Rising groundwaters.

- e. Uncontaminated pumped ground water.
- f. Potable water sources (including potable groundwater monitoring wells and draining and flushing of municipal potable water storage reservoirs).
- g. Startup flushing of groundwater wells.
- h. Foundation, footing and crawlspace drains (where flows are not contaminated).
- i. Uncontaminated air conditioning or compressor condensate.
- j. Irrigation water.
- k. Springs.
- l. Lawn watering.
- m. Individual residential car washing.
- n. Charity car washing (provided that steam or heated water are not used, and that washing is restricted to the outside of the vehicle with no rinsing or washing of engines, transmissions, or undercarriages).
- o. Flows from riparian habitats and wetlands.
- p. Dechlorinated swimming pool discharges including hot tubs (heated water must be cooled for at least 12 hours prior to discharge). Swimming pool and hot tub discharges with other pollutants such as bromine and copper may not be discharged to the Municipal Separate Storm Sewer System.
- q. Fire hydrant flushing and emergency firefighting activities.
- r. Street and pavement washwaters, including for bridges or pedestrian bridges (provided that chemicals, soaps, detergents, steam, or heated water are not used).
- s. Routine external building wash-down (provided that chemicals, soaps, detergents, steam or heated water are not used).
- t. Water associated with dye testing activity.
- u. Discharges of treated water from investigation, removal and remedial actions selected or approved by DEQ pursuant to Oregon Revised Statute (ORS) Chapter 465.
- v. Other de minimis discharges.

(Ord. 96-1005 §3, 1996; prior code §8-6-2)

Exhibit B: Amendments to OCMC 8.08.020 with changes incorporated

Chapter 8.08 - NUISANCES

8.08.010 - Public nuisance—Defined.

A nuisance is a thing, act, occupation or use of property which:

- A. Shall annoy, injure or endanger the safety, health, comfort or repose of the public;
- B. Shall unlawfully interfere with, obstruct or tend to obstruct or render dangerous for passage a public park, square, street, alley or highway;
- C. Shall offend public decency;
- D. Shall in any way render the public insecure in life or in use of property.

(Prior code §8-6-1)

8.08.020 - Nuisances affecting health.

The following are declared nuisances affecting health:

- A. All decayed or unwholesome food offered for sale to the public;
- B. All diseased animals running at large;
- C. All ponds or pools of stagnant water;
- D. Carcasses of animals not buried or destroyed within twenty-four hours after death;
- E. Accumulations of manure or rubbish;
- F. Privy vaults and garbage cans which are not flytight;
- G. The pollution of any public or private well or cistern, stream, lake, canal or body of water by sewage, creamery or industrial wastes or other substances;
- H. All non-woody, herbaceous plant growth which is allowed to grow wild and untended and which is allowed to flower and go to seed, disseminating pollen and seeds onto surrounding properties;
- I. All public exposure of persons having a contagious disease;
- J. The use of a common public drinking cup or roller towel;
- K. The distribution of samples of medicine or drugs unless such samples are placed in the hands of an adult person;
- L. All other acts, omissions of acts, occupations and uses of property which are deemed by the board of health to be a nuisance to the health of the inhabitants of this city or any considerable number thereof;
- M. Dense smoke, noxious fumes, gas and soot or cinders in unreasonable quantities;
- N. All rat-infested buildings and structures;
- O. The pollution or contamination of any public stream, river, lake, storm sewer or other surface water body with soil, sediments or dust or the contamination of any public or private street or road with dirt, dust or mud from any construction, earth moving, vegetation removal or development activity.
- P. Non-stormwater discharges to the municipal separate storm sewer system or any water of the state, except the following discharges.
 - i. The non-stormwater discharge is regulated under a separate NPDES permit.
 - ii. The non-stormwater discharge is categorized as an authorized or allowable non-stormwater discharge listed below:
 - a. Uncontaminated water line flushing.
 - b. Landscape irrigation.
 - b. Diverted stream flows.
 - c. Uncontaminated groundwater infiltration as defined at 40 CFR § 35.2005(20) to separate storm sewers.

Exhibit B: Amendments to OCMC 8.08.020 with changes incorporated

- d. Rising groundwaters.
- e. Uncontaminated pumped ground water.
- f. Potable water sources (including potable groundwater monitoring wells and draining and flushing of municipal potable water storage reservoirs).
- g. Startup flushing of groundwater wells.
- h. Foundation, footing and crawlspace drains (where flows are not contaminated).
- i. Uncontaminated air conditioning or compressor condensate.
- j. Irrigation water.
- k. Springs.
- l. Lawn watering.
- m. Individual residential car washing.
- n. Charity car washing (provided that steam or heated water are not used, and that washing is restricted to the outside of the vehicle with no rinsing or washing of engines, transmissions, or undercarriages).
- o. Flows from riparian habitats and wetlands.
- p. Dechlorinated swimming pool discharges including hot tubs (heated water must be cooled for at least 12 hours prior to discharge). Swimming pool and hot tub discharges with other pollutants such as bromine and copper may not be discharged to the Municipal Separate Storm Sewer System.
- q. Fire hydrant flushing and emergency firefighting activities.
- r. Street and pavement washwaters, including for bridges or pedestrian bridges (provided that chemicals, soaps, detergents, steam, or heated water are not used).
- s. Routine external building wash-down (provided that chemicals, soaps, detergents, steam or heated water are not used).
- t. Water associated with dye testing activity.
- u. Discharges of treated water from investigation, removal and remedial actions selected or approved by DEQ pursuant to Oregon Revised Statute (ORS) Chapter 465.
- v. Other de minimis discharges.

(Ord. 96-1005 §3, 1996; prior code §8-6-2)



OCMC 8.08 - Nuisance

Defining Illicit Discharges: A Health and Safety Nuisance

By Marcos Kubow –Water Quality Coordinator, M.S.

November 6th, 2024



Agenda

1. What are we amending?
2. Why are we amending?
3. How does this impact City operations?



Chapter 8.08 – Nuisance, subsection 8.08.020 – Nuisances affecting health

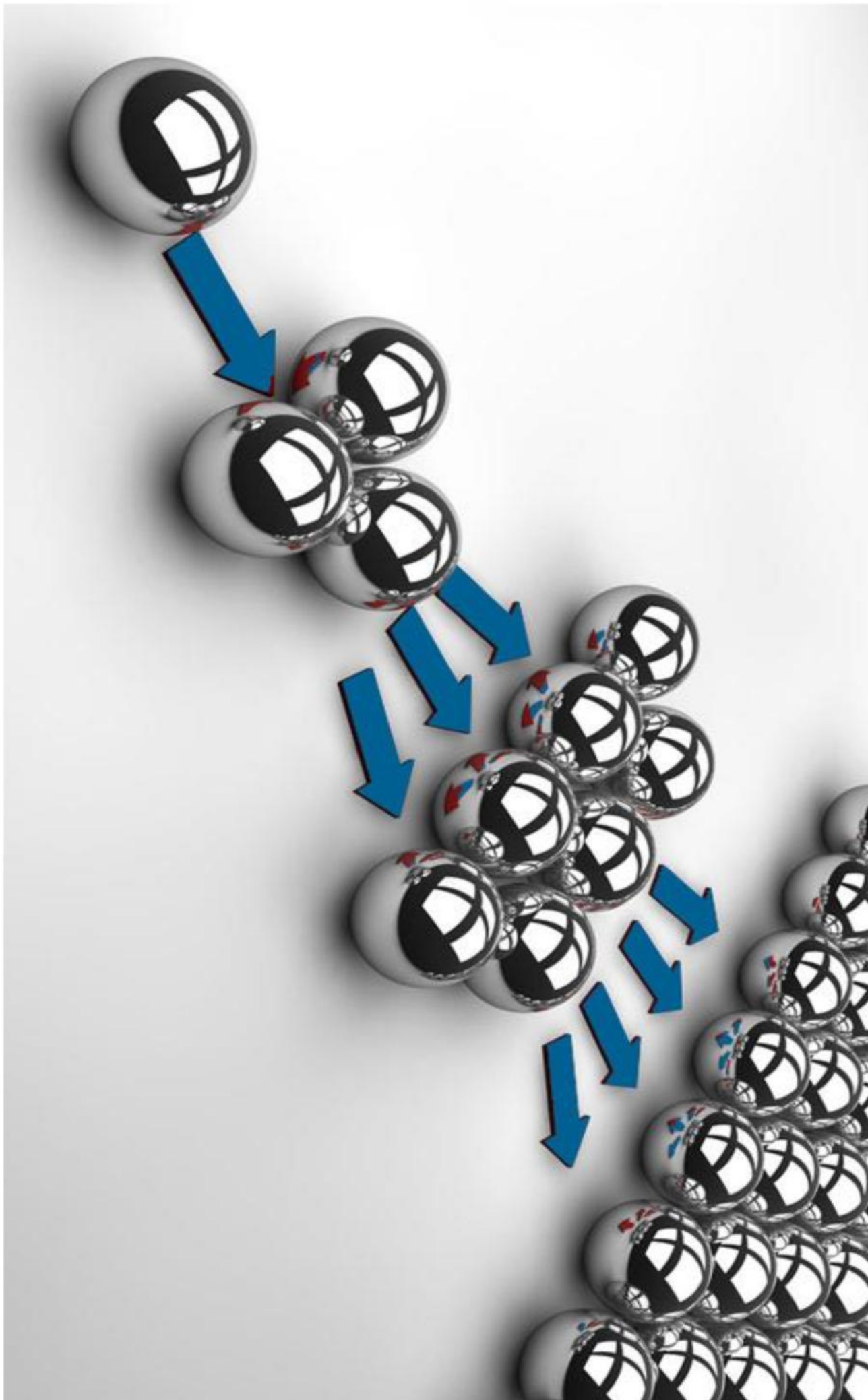
Addition: “P” definition of allowable non-stormwater discharges

- ⌘ Non-stormwater discharges to the municipal separate storm sewer system or any water of the state, except the following discharges
- i. The non-stormwater discharge is regulated under a separate NPDES permit.
 - ii. The non-stormwater discharge is categorized as an authorized or allowable non-stormwater discharge listed below:
 - a. Uncontaminated water line flushing...



**Allowable
non-stormwater
discharges**





How does this impact City operations?

- No Impact to operations
- Only better defines illicit discharges for enforcement purposes.
- No expense to the City



THANK YOU

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CITY OF OREGON CITY

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

To: City Commission **Agenda Date:** November 6, 2024
From: Hannah Schmidt, Community Engagement Specialist

SUBJECT:

Item 9.e. - Second Reading of Ordinance No. 24-1009; Amending OCMC 2.30.030 to Adjust Membership Requirements for the Citizen Involvement Committee

STAFF RECOMMENDATION:

Staff recommends approval of Ordinance No. 24-1009.

EXECUTIVE SUMMARY:

On October 7, 2024, the Citizen Involvement Committee (CIC) voted unanimously to recommend an amendment to Chapter 2.30.030. This amendment within the City Code would allow CIC members "to reside, work in, own property, or own a business within the neighborhood association boundaries which they represent," Currently, CIC members are required to reside within the boundaries of that neighborhood association.

BACKGROUND:

Ordinance No. 20-1008, Amending Chapter 2.30 of the Citizen Involvement Committee was adopted by the City Commission on July 15, 2020. One of the many revisions of Chapter 2.30 included changing the membership requirements to only accept CIC members who reside within their neighborhood association boundaries of which they represent. The Two Rivers neighborhood association, which has strong participation from local business owners and staff on Main Street, but has limited participation from residents. The association currently lacks representation on the CIC due to this requirement. To encourage greater involvement from Oregon City neighborhood associations in the CIC, the committee is recommending this amendment to expand the membership requirements. Resolution No. 24-26 is also being presented to the City Commission for approval so that the CIC Bylaws reflect the same amendments being proposed within the City Code.

OPTIONS:

1. Approve Second Reading of Ordinance No. 24-1009, Amending OCMC 2.30.030 to Adjust Membership Requirements for the Citizen Involvement Committee.
2. Approve Second Reading of Ordinance No. 24-1009, Amending OCMC 2.30.030 to Adjust Membership Requirements for the Citizen Involvement Committee with Amendments.
3. Deny Second Reading of Ordinance No. 24-1009, Amending OCMC 2.30.030 to Adjust Membership Requirements for the Citizen Involvement Committee and provide staff with further direction.

BUDGET IMPACT:

N/A

ORDINANCE NO. 24-1009

**AN ORDINANCE OF THE CITY OF OREGON CITY AMENDING OCMC 2.30.030 TO ADJUST
MEMBERSHIP REQUIREMENTS FOR THE CITIZEN INVOLVEMNET COMMITTEE**

WHEREAS, the City created a policy establishing a Citizen Involvement Council (CIC) in December of 1977 to provide an active and systematic process for citizen and public agency involvement in the land-use decision making for Oregon City; and

WHEREAS, since establishment, the Citizen Involvement Committee (name change from Council to Committee) (CIC) has proven to be a successful means of communication between the City and citizens; and

WHEREAS, the City Commission adopted Chapter 2.30 of the Oregon City Municipal Code by Ordinance No. 20-1008; and

WHEREAS, the CIC requests to amend Chapter 2.30.030 (D) to adjust membership requirements and allow CIC members to reside, work in, own property, or own a business within the neighborhood association boundaries which they represent.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The City Commission adopts the added language underlined in red and strikes the language stricken in black under Chapter 2.30.030 (D) within Exhibit A and fully incorporated in Exhibit B.

Read for the first time at the regular meeting of the City Commission on the 16th day of October 2024 and the City Commission finally enacted the foregoing ordinance this 6th day of November 2024.

DENYSE C. MCGRUFF
Mayor

Attested to this 6th day of November 2024,

Approved as to legal sufficiency:

Jacob S. Wiley, City Recorder

City Attorney

Chapter 2.30 - CITIZEN INVOLVEMENT COMMITTEE

2.30.010 - Created.

The citizen involvement committee (CIC) is hereby created for the city of Oregon City. The CIC shall foster public participation and education regarding land use for the citizens of Oregon City on behalf of the city commission and perform other duties as identified within this chapter and the CIC bylaws.

2.30.020 - Duties.

The duties of the CIC include, but are not limited to, the following:

- A. Encourage public participation and knowledge of land use in Oregon City.
- B. Encourage public participation in other government activities as they impact neighborhood programs.
- C. Provide information to the city commission the Planning Commission, the Historic Review Board, other committees as appropriate, and the public.
- D. Assist with requests from the city commission.

2.30.030 - Membership.

- A. The CIC shall consist two members from each city recognized neighborhood association.
- B. Each neighborhood association shall select two members for nomination for appointment by the mayor. If a member selected by a neighborhood association is not appointed to the CIC it will be informed of the reason for the non-appointment.
- C. Members shall be appointed for two years. Terms of the office shall commence on the first day of the calendar year. If an appointed CIC member resigns, a replacement may be selected by the neighborhood association and appointed by the Mayor for the remainder of the term.
- ~~D. The members shall reside within the neighborhood association boundaries which they represent.~~
The member shall reside, work in, own property, or own a business within the neighborhood association boundaries which they represent.
- E. All members shall serve without compensation.
- F. If a member is unable to attend a meeting, it is the member's responsibility to inform the CIC chairperson prior to the meeting being missed.
- G. Upon failure of any member to attend three consecutive meetings, misconduct or nonperformance of duty, the CIC may recommend termination of that appointment to the city commission. A CIC member may be removed by the city commission, after hearing for the above reasons. The neighborhood association shall select a new member for appointment by the Mayor.

2.30.040 - Officers and staffing.

- A. Officers shall include chairperson, vice-chairperson and secretary.
 - 1. The officers shall be elected for two years starting in January of each even year. In the event that an officer is unable to complete the specified term, a special election shall be held for the completion of the term. Members may not serve more than two consecutive terms as a chair, vice-chair or combination thereof. An officer appointment expires if a member is no longer appointed to the CIC.
 - 2. Chairperson. The chairperson shall preside at all CIC meetings and serve as an ex-officio member on all committees. The chairperson shall be the official spokesperson for the CIC, representing the majority position of the CIC, unless otherwise delegated in writing with the majority consent of the CIC. The chairperson shall create the agenda for all general and special meetings of the CIC.

3. Vice-Chairperson. The vice-chairperson, in absence of the chairperson, shall have general supervisory and directional powers over the CIC. The vice-chairperson shall conduct all business delegated to the chairperson, in his or her absence.
 4. Secretary. The secretary calls the roll for attendance at all meetings, calls the roll for all votes, and submits the information to the city liaison.
- B. Staffing of the CIC may include a city commissioner liaison and a city liaison.
1. City Commissioner Liaison. One liaison from the city commission may be appointed to act as a resource to CIC and attend CIC meetings. The city commissioner liaison will be a non-voting member of the CIC.
 2. City Liaison or his/her designee. The planning division and the city manager's office or their designee shall be responsible for keeping an accurate and legally sufficient record of all proceedings and shall record the minutes and submit them to the CIC for approval. In addition, the city liaison shall post agendas, maintain attendance records, maintain a database of CIC members and track the CIC budget. The city liaison(s) will be a non-voting member of the CIC. Consistent with the City Charter, the city manager shall retain his/her discretion to suspend staffing when reasonable circumstances warrant. The city manager shall inform the City Commission and CIC of the suspension of the City liaison should it occur and the reason therefor.

2.30.050 - Organizational procedures.

- A. The CIC shall hold an official meeting every month. The CIC shall meet at such times and places as may be fixed by the committee. Special meetings may be called in accordance with the public open meetings law as provided by the CIC bylaws.
- B. A majority of the members constitutes a quorum for meetings. Provided a quorum is present, voting matters shall be approved by a simple majority of the members present. All members who are present are allotted one vote each on all motions.
- C. The CIC shall establish goals every two years that are consistent with the adopted goals and objectives of the city commission.
- D. The CIC chairperson or designee shall report to the city commission once a year to provide CIC accomplishments.
- E. All meetings shall comply with ORS 192.640 and all CIC business shall comply with all applicable federal, state, and local laws and regulations.

2.30.060 - Reserved.

2.30.070 - Conflict of interest.

A member of the CIC shall not participate in any committee proceeding or action in which any of the following has or will receive a direct or substantial financial interest: the member or his/her spouse, brother, sister, child, parent, father-in-law, mother-in-law, any business in which he/she is then serving or has served within the previous two years, or any business with which he/she is negotiating for or has an arrangement or understanding concerning prospective partnership or employment. Any actual or potential interest shall be disclosed at the meeting where the action is being taken. The committee shall operate in the general public interest serving the community as a whole.

2.30.080 - Expenditures.

The CIC shall have no authority to make any expenditures on behalf of the city or to obligate the city for payment of sums of money.

Chapter 2.30 - CITIZEN INVOLVEMENT COMMITTEE

2.30.010 - Created.

The citizen involvement committee (CIC) is hereby created for the city of Oregon City. The CIC shall foster public participation and education regarding land use for the citizens of Oregon City on behalf of the city commission and perform other duties as identified within this chapter and the CIC bylaws.

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The duties of the CIC include, but are not limited to, the following:

- A. Encourage public participation and knowledge of land use in Oregon City.
- B. Encourage public participation in other government activities as they impact neighborhood programs.
- C. Provide information to the city commission the Planning Commission, the Historic Review Board, other committees as appropriate, and the public.
- D. Assist with requests from the city commission.

2.30.030 - Membership.

- A. The CIC shall consist two members from each city recognized neighborhood association.
- B. Each neighborhood association shall select two members for nomination for appointment by the mayor. If a member selected by a neighborhood association is not appointed to the CIC it will be informed of the reason for the non-appointment.
- C. Members shall be appointed for two years. Terms of the office shall commence on the first day of the calendar year. If an appointed CIC member resigns, a replacement may be selected by the neighborhood association and appointed by the Mayor for the remainder of the term.
- D. The member shall reside, work in, own property, or own a business within the neighborhood association boundaries which they represent.
- E. All members shall serve without compensation.
- F. If a member is unable to attend a meeting, it is the member's responsibility to inform the CIC chairperson prior to the meeting being missed.
- G. Upon failure of any member to attend three consecutive meetings, misconduct or nonperformance of duty, the CIC may recommend termination of that appointment to the city commission. A CIC member may be removed by the city commission, after hearing for the above reasons. The neighborhood association shall select a new member for appointment by the Mayor.

2.30.040 - Officers and staffing.

- A. Officers shall include chairperson, vice-chairperson and secretary.
 - 1. The officers shall be elected for two years starting in January of each even year. In the event that an officer is unable to complete the specified term, a special election shall be held for the completion of the term. Members may not serve more than two consecutive terms as a chair, vice-chair or combination thereof. An officer appointment expires if a member is no longer appointed to the CIC.
 - 2. Chairperson. The chairperson shall preside at all CIC meetings and serve as an ex-officio member on all committees. The chairperson shall be the official spokesperson for the CIC, representing the majority position of the CIC, unless otherwise delegated in writing with the majority consent of the CIC. The chairperson shall create the agenda for all general and special meetings of the CIC.

3. Vice-Chairperson. The vice-chairperson, in absence of the chairperson, shall have general supervisory and directional powers over the CIC. The vice-chairperson shall conduct all business delegated to the chairperson, in his or her absence.
 4. Secretary. The secretary calls the roll for attendance at all meetings, calls the roll for all votes, and submits the information to the city liaison.
- B. Staffing of the CIC may include a city commissioner liaison and a city liaison.
1. City Commissioner Liaison. One liaison from the city commission may be appointed to act as a resource to CIC and attend CIC meetings. The city commissioner liaison will be a non-voting member of the CIC.
 2. City Liaison or his/her designee. The planning division and the city manager's office or their designee shall be responsible for keeping an accurate and legally sufficient record of all proceedings and shall record the minutes and submit them to the CIC for approval. In addition, the city liaison shall post agendas, maintain attendance records, maintain a database of CIC members and track the CIC budget. The city liaison(s) will be a non-voting member of the CIC. Consistent with the City Charter, the city manager shall retain his/her discretion to suspend staffing when reasonable circumstances warrant. The city manager shall inform the City Commission and CIC of the suspension of the City liaison should it occur and the reason therefor.

2.30.050 - Organizational procedures.

- A. The CIC shall hold an official meeting every month. The CIC shall meet at such times and places as may be fixed by the committee. Special meetings may be called in accordance with the public open meetings law as provided by the CIC bylaws.
- B. A majority of the members constitutes a quorum for meetings. Provided a quorum is present, voting matters shall be approved by a simple majority of the members present. All members who are present are allotted one vote each on all motions.
- C. The CIC shall establish goals every two years that are consistent with the adopted goals and objectives of the city commission.
- D. The CIC chairperson or designee shall report to the city commission once a year to provide CIC accomplishments.
- E. All meetings shall comply with ORS 192.640 and all CIC business shall comply with all applicable federal, state, and local laws and regulations.

2.30.060 - Reserved.

2.30.070 - Conflict of interest.

A member of the CIC shall not participate in any committee proceeding or action in which any of the following has or will receive a direct or substantial financial interest: the member or his/her spouse, brother, sister, child, parent, father-in-law, mother-in-law, any business in which he/she is then serving or has served within the previous two years, or any business with which he/she is negotiating for or has an arrangement or understanding concerning prospective partnership or employment. Any actual or potential interest shall be disclosed at the meeting where the action is being taken. The committee shall operate in the general public interest serving the community as a whole.

2.30.080 - Expenditures.

The CIC shall have no authority to make any expenditures on behalf of the city or to obligate the city for payment of sums of money.



CITY OF OREGON CITY

625 Center Street
Oregon City, OR 97045
503-657-0891

Staff Report

To: City Commission **Agenda Date:** November 6, 2024
From: Hannah Schmidt, Community Engagement Specialist

SUBJECT:

Item 9.f. - Resolution No. 24-26, Amending Bylaws for the Citizen Involvement Committee

STAFF RECOMMENDATION:

Staff recommends approval of Resolution No. 24-26.

EXECUTIVE SUMMARY:

Under the current Citizen Involvement Committee (CIC) Bylaws, "members shall reside within the neighborhood association boundaries which they represent," (Article III, Section 2(d)). On October 7, 2024, the CIC voted unanimously to recommend an amendment to their Bylaws that adjusts the membership requirements to allow CIC members "to reside, work in, own property, or own a business within the neighborhood association boundaries which they represent." This amendment would encourage greater involvement from Oregon City neighborhood associations in the CIC.

BACKGROUND:

Resolution No. 20-16, Adopting Bylaws for the CIC, was adopted by the City Commission on July 15, 2020. The CIC Bylaws have not been revised since their initial adoption. Please reference Exhibit A to see the added language underlined in red and removed language stricken in black within the CIC Bylaws.

OPTIONS:

1. Approve Resolution No. 24-26, Amending Bylaws for the Citizen Involvement Committee.
2. Approve Resolution No. 24-26, Amending Bylaws for the Citizen Involvement Committee with Amendments.
3. Deny Resolution No. 24-26, Amending Bylaws for the Citizen Involvement Committee and provide further direction.

BUDGET IMPACT:

N/A

RESOLUTION NO. 24-26

A RESOLUTION AMENDING BY-LAWS FOR THE CITIZEN INVOLVEMENT COMMITTEE (CIC)

WHEREAS, the Citizen Involvement Committee (CIC) continues to serve as a bridge for communication between the City and residents; and

WHEREAS, the City Commission approved Resolution No. 20-16 adopting bylaws for the Citizen Involvement Committee on July 15, 2020; and

WHEREAS, the Citizen Involvement Committee discussed the new proposed changes to its bylaws at the October 7, 2024 CIC meeting; and

WHEREAS, the CIC requests the City Commission approve the revised bylaws attached to this resolution.

NOW, THEREFORE, OREGON CITY ORDAINS AS FOLLOWS:

Section 1. The City Commission adopts the added language underlined in red and strikes the language stricken in black under the Citizen Involvement Committee Bylaws (Article III, Section 2(d)) within Exhibit A.

Section 2. The resolution shall take effect upon the effective date of Ordinance No. 24-1009.

Approved and adopted at a regular meeting of the City Commission held on the 6th day of November 2024.

DENYSE MCGRUFF, Mayor

Attested to this 6th day of November 2024:

Approved as to legal sufficiency:

Jakob Wiley, City Recorder

City Attorney

Attachment:

Exhibit A - Amended Citizen Involvement Committee By-Laws

Citizen Involvement Committee By-Laws

Article I. Name, purpose, mission, vision and values

- Section 1. The name of this association will be the Citizens Involvement Committee (CIC).
- Section 2. Purpose: The purpose is identified in Chapter 2.30 of the Oregon City Municipal Code.
- Section 3. Mission: The CIC will consider a broad range of issues affecting the livability and quality of the City's neighborhoods.
- Section 4. Vision: Working together with communities and key community stakeholders to create forums for communication that result in fair and open processes to ensure quality of life for future generations.
- Section 5. Values: We value open, honest communication, diversity, mutual trust, respect and accountability.

Article II City Liaison

- Section 1. The position of City Liaison is a City staff position designated by the City Manager to assist the CIC.
- a. The City Recorder maintains the CIC minutes for City records.
- b. The City Liaison makes public notice of all General and Special meetings.
- c. The City Liaison emails agendas and copies of minutes to CIC members.
- d. The City Liaison maintains a database of CIC members as provided by the neighborhood associations.

Article III. Boundaries

- Section 1. The area served by the CIC will include the current legal City limits: boundaries will also include all areas of impact within the current Urban Growth Boundary. Areas of impact will include, but are not limited to, the following:
- a. County islands within any of the neighborhood association boundaries.
- b. Areas of the County adjacent to recognized neighborhood associations and within the Urban Growth Boundaries.
- c. Areas of the County adjacent to recognized neighborhood associations and within the Urban Growth Boundaries which are not represented by a Community Planning Organization (CPO).

- d. Neighborhood associations directly adjacent to these areas should attempt to communicate their availability to represent those neighbors not within the City limits but within the Urban Growth Boundary.

Section 2. Membership

- a. The CIC shall consist of two members from each recognized neighborhood association.
- b. Each neighborhood association shall select two members for nomination for appointment by the Mayor. If a member selected by a neighborhood association is not appointed to the CIC it will be informed of the reason for the non-appointment.
- c. Members shall be appointed for two years. Terms of office shall commence on the first day of the calendar year.
- d. ~~The member shall reside within the neighborhood association boundaries which they represent.~~ The member shall reside, work in, own property, or own a business within the neighborhood association boundaries which they represent.
- e. All members shall serve without compensation.
- f. If a member is unable to attend a meeting, it is the member's responsibility to inform the CIC Chairperson prior to the meeting being missed.
- g. Upon failure of any member to attend three consecutive meetings, misconduct, or non-performance of duty, the CIC may recommend termination of that appointment to the City Commission. A CIC member may be removed by the City Commission, after hearing, for the above reasons. The neighborhood association shall select a new member for appointment by the Mayor.
- h. It shall be the responsibility of the CIC Secretary to notify the neighborhood association of those members in danger of losing their membership.
- i. The CIC Secretary will inform the CIC that notification has been given.
- k. The neighborhood associations will notify the City Liaison within thirty (30) days of any changes to the neighborhood association CIC membership.

Section 3. There will be no dues or other requirements imposed which would in any way prevent any person who meets the description in Article III, Section 2 from becoming or remaining a member of the CIC.

Section 4. The privileges, roles and responsibilities of the members of the CIC are:

- a. To participate in a civil and ethical manner related to all business conducted by the CIC.

- b. To attend meetings and to speak from the floor on any issue being considered by the CIC.
- c. To vote on motions placed before the membership at regular or special meetings.
- d. To serve on sub-committees of the CIC.
- e. To advocate community involvement and provide training and education to help develop community leaders.
- f. To continually align with our mission, vision, and values.

Article IV. Accountability

- Section 1. The names, addresses, telephone numbers and email addresses of the officers and members will be maintained by the City Liaison.
- Section 2. The CIC representatives will be responsible to provide notification of CIC actions taken on issues and other pertinent events to the neighborhood associations.
- Section 3. The CIC and its elected officers will be responsible, through a regular and orderly process, for seeking the views of neighborhood associations and community and key stakeholders affected by proposed policies or actions before making any recommendations.
- Section 4. Minority views on any issue considered by the CIC will, upon request by any member, be included along with any recommendations submitted for government review.

Article V. Elections

- Section 1. Nominating Committee - *Suspended for future consideration*
- Section 2. Regular election of officers will be held at the General Meeting in January of an election year
- Section 3. All certified neighborhood representatives in attendance will be able to vote in any and all elections of officers.
- Section 4. Any member may run for any vacant office by declaring his or her intention to do so. A member may be nominated for any vacant office by another member of the CIC.

- Section 5. Elections shall be held by a raise of hands and the results will be announced to the membership at the same general meeting as the election. Newly elected officers will take their positions the first day of the month following the elections.
- Section 6. The following procedures will not be allowed: any vote by proxy, any absentee vote, any vote by mail, any secret ballot, any electronic vote, or any telephonic vote of the members. If a meeting is held online, electronic and telephone voting is allowed.
- Section 7. A partial term to fill a vacancy does not constitute a full term. The officers shall be elected for two years. In the event an officer is unable to complete the specified term, a special election shall be held for the completion of the term. Members may not serve more than two consecutive terms as Chairperson or Vice-Chairperson or combination thereof. An officer appointment expires if a member is no longer appointed to the CIC.

Article VI. Officers

- Section 1. All officers will be members of the CIC.
- Section 2. Officers will be elected as specified in Article V and will perform the following duties:
- a. Chairperson - Prepares the agenda and presides at all meetings. Serves as an ex-officio member on all sub-committees. Appoints members to serve on sub-committee. The Chairperson shall be the official spokesperson for the CIC, representing the majority position of the CIC, unless otherwise designated in writing with the majority consent of the CIC.
 - b. Vice-Chairperson - Performs the duties of the Chairperson in his or her absence. Performs any other duties as assigned by the Chairperson.
 - c. Secretary - The Secretary calls the roll for attendance at all meetings and calls the roll for all votes.
- Section 3. In the event that an officer vacates his or her position, an election to fill that position will be held pursuant to the provisions in Article V.

Article VII Sub-Committees

- Section 1. Sub-committee members will be made up of CIC member volunteers, or appointed as necessary, by the Chairperson. Sub-committees will have the responsibilities such as their titles indicate and as may be assigned to them.

- Section 2. Each sub-committee will develop its own agenda and will select its own sub-committee Chairperson.
- Section 3. The majority of the sub-committee members will constitute a quorum. sub-committee action will be determined by a majority vote of those present at each sub-committee meeting.
- Section 4. Sub-committees will make recommendations to the CIC for action.
- Section 5. Each sub-committee Chairperson may submit written reports to the CIC Chairperson to be added to and distributed with the CIC agenda for the next CIC meeting.

Article VIII. Meetings

- Section 1. General meetings will be held on the first Monday of each month at a place and time determined by the CIC and published to the membership and the community.
- Section 2. A quorum for any General or Special meeting of the CIC requires a majority of appointed members of the CIC to be in attendance at that meeting.
- Section 3. The Chairperson will prepare the agenda for General and Special meetings.
- a. Any person may request to add an item to the agenda by submitting the item to the CIC Chairperson in writing at least seven (7) days in advance of the meeting.
 - b. Any member of the CIC may request to add an item to the agenda.
 - c. Updates from Public Works, Oregon City Chamber of Commerce, and the Downtown Oregon City Association may be rotating items on the agenda.
- Section 4. Special meetings may be called by the Chairperson or by any seven (7) members provided the membership is notified of the Special meeting in writing at least seven (7) days in advance of the meeting.
- Section 5. Public comments: the following guidelines are given for citizens commenting on items on the agenda.
- a. The citizen is to complete a comment card, including the agenda item, prior to the meeting and submit it to the City Liaison, who forwards the cards to the Chairperson.
 - b. When the Chairperson calls the name of the citizen he or she shall proceed to the speakers table and state his or her name and city of residence into the microphone.

- c. Each speaker will be given three (3) minutes to speak, or at the discretion of the Chairperson.

Section 6. All guests are encouraged to sign the attendance register at the back of the room as a record of their attendance for the minutes.

Section 7. The CIC Budget Year is from July 1 to June 30. The budget will be reviewed at least quarterly during the regular meetings of July, October, January and April.

Article IX. Conflict of Interest

No member of the CIC shall participate in any committee proceedings or action which the following has or will receive a direct or substantial financial interest: the member or his/ her spouse, sister, child, parent, father-in-law, mother-in-law and business in which he/she is negotiating or has an arrangement or understanding concerning prospective partnership or employment. Any actual or potential interest shall be disclosed at the meeting where the action is being taken. The committee shall operate in the general public interest serving the community as a whole.

Article X. Public Meetings/Public Records Requirements

Section 1. The CIC will abide by all Oregon statutes relative to public meetings and public records.

Section 2. Official action taken by the CIC must be on record and part of the minutes of each meeting. The minutes will include a record of attendance and the results of any votes taken. Upon request, a summary of minority views will be transmitted along with any recommendation made by the CIC to the City of Oregon City. Any such recommendations will also include the notice of Member Conflicts of Interest, if any have been declared.

Article XI. Non-Discrimination

The CIC shall not discriminate against individuals or groups based on race, color, religion, sex, sexual orientation, age, national origin, political affiliation, income, physical or mental disability, marital status, familial status, veteran status or membership in any other group protected by law in accordance with applicable federal, state and local laws in any of its policies, recommendations or actions.

Article XII. Parliamentary Authority and By-Laws

Section 1. The most current edition of the Roberts Rules of Order, Revised published by Da Capo Press will govern the procedures of the CIC when the procedure is

not otherwise covered by these by-laws.

Section 2. Proposed amendments to the by-laws must be presented to the membership at least thirty (30) days in advance of the vote to amend. Two-thirds (2/3) of membership must be present to vote. Of those present, two-thirds (2/3) must vote in support of the amendment(s) to change the by-laws.

Section 3. Any changes to the by-laws must be submitted to the City Commission for final approval.