

**PRELIMINARY AGENDA
REGULAR SESSION
CITY OF NORTH PLAINS, CITY COUNCIL MEETING
NORTH PLAINS SENIOR CENTER
31450 NW Commercial
Monday, May 6, 2013
7:00 P.M.**

1. **CALL TO ORDER**
2. **PLEDGE OF ALLEGIANCE:**
3. **ROLL CALL**
4. **CONSENT AGENDA:** *(The items on the Consent Agenda are normally considered in a single motion. Any item may be removed for separate consideration upon request by any member of the Council.)*
 - A. Approval of regular session agenda
 - B. Approval of minutes of 4/15/2013 Council meeting
 - C. Council to consider Resolution No. 1784 Declaring Armament Equipment Surplus
5. **PUBLIC COMMENT:** *(Persons wishing to speak on matters not on the agenda may be recognized at this time. Speakers must complete a "Public Comment Registration form" on the information table and return it to the City Recorder. You are not required to give your address when speaking to the City Council, only your name. Presentations are limited to five minutes.)*
6. **PRESENTATION:**
None Scheduled
7. **PUBLIC HEARING:**
 - A. Water Rate Increase Resolution No. 1785.
8. **NEW BUSINESS:**
 - A. Council to discuss the proposed Amendment to Host Agreement with Recology
 - B. Discussion of Municipal Code Chapter 6.15 Business Licenses
9. **UNFINISHED BUSINESS:**
None Scheduled
10. **ORDINANCES:**

FIRST READING:

- A. Ordinance No. XXX amending Sign Ordinance Section 16.80.045 (12-009-01-ZDA)

SECOND READING:

- B. None Scheduled

11. STAFF REPORTS

Staff reports will be provided by the City Manager, Public Works Director, Police Chief, and Library Director

12. COUNCIL REPORTS

- A. Council reports will be provided by the Mayor and City Councilors on meetings attended and other items.

- B. May 2013 Council Calendar

13. ADVICE/INFORMATION ITEMS:

- City Clean-Up Day: Saturday, May 11 from 8:00 – 11:30 a.m. at Jessie Mays
- Memorial Day: Monday, May 27, 2013-City Offices Closed

14. EXECUTIVE SESSION: (No action may be taken in executive session. If action needs to be taken, the Council will do so in regular session.)

- A. ORS 192.660(2) - To review and evaluate the employment-related performance of the City Manager who does not request an open hearing.

15. ADJOURNMENT

North Plains City Council meetings are accessible for disabled individuals. The City will also endeavor to provide services for persons with impaired hearing or vision and other services, if requested, at least 48 hours prior to the meeting. To obtain services, please call City Hall at (503) 647-5555

City Council Meetings are scheduled to be held at the North Plains Senior Center, 31450 NW Commercial Street, North Plains, Oregon, on the following dates at 7:00 p.m.:

Monday, May 13, 2013 (Budget)

Monday, May 20, 2013

Monday, June 3, 2013

CITY OF NORTH PLAINS
City Council Meeting—Regular Session
Monday, April 15, 2013 – 7:00 P.M.
MINUTES

1. **CALL TO ORDER:** Mayor David Hatcher called the meeting to order at 7:00 p.m.
2. **PLEDGE OF ALLEGIANCE:** Mayor Hatcher conducted the flag salute.
3. **ROLL CALL:** Mayor David Hatcher; Council President Teri Lenahan; Councilors: Michael Broome, Michael Demagalski, Charlynn Newton, and Robert Kindel, Jr.
Absent: Glen Warren

Staff present: City Manager Martha DeBry, Public Works Director Blake Boyles, Chief of Police Bill Snyder, Library Director Debra Brodie, Account Clerk Margaret Reh

4. **CONSENT AGENDA:**
 - A. Approval of regular session agenda
 - B. Approval of minutes of 4/01/2013 Council meeting

Motion by Broome, seconded by Kindel to approve the Consent Agenda as presented.

Hatcher called for discussion. Councilor Lenahan expressed a concern that minutes are too condensed and she feels that important details are being omitted. Lenahan stated she would like introductory statements that may explain some of the comments.

Newton commented on Agenda Item 8D from the 4/01/2013 Council meeting. Newton stated she recalled a decision was made for staff to use discretionary judgment on posting or not posting items for the public on the website before the meeting and felt the minutes did not reflect the correct discussion. Hatcher disagreed with Newton stating he felt the minutes reflected the discussion accurately. Demagalski reiterated the need for transparency and there wasn't a need to change the minutes. It was agreed that there would be no changes made to the 4/01/2013 minutes.

The motion was approved unanimously.

5. **PUBLIC COMMENT:**
There was none forthcoming.
6. **PRESENTATION:**
None Scheduled
7. **PUBLIC HEARING:**
None Scheduled

8. NEW BUSINESS:

A. Discussion of Master Fee Schedule

DeBry advised that included in the packets were copies of the fee worksheets that had been revised. Lenahan inquired if DeBry does comparison studies with other cities. DeBry reported the majority of the adjustments to these fees reflected the change in current salaries at North Plains. The increased fees need to be presented before a public hearing and this requirement will be met during the Budget process.

This item is for information only--no action was taken.

B. Council to consider approval of DR Horton Development Agreement

DeBry reported the City Attorney substantially redrafted the agreement between the City of North Plains and the developer DR Horton. There are a few formatting errors to tend to, but DeBry wanted to present it for approval. Staff incorporated the credits Council approved in September 2012 into the agreement.

Motion by Demagalski, seconded by Lenahan, to approve the Agreement with DR Horton Developers. The motion was approved unanimously.

C. Council to review March Check Register

Council briefly reviewed the March Check Register. This item is for information only--no action was taken.

D. Council to consider approval of Resolution No. 1783: A Resolution of the City Council of the City of North Plains, Oregon, Temporarily Suspending Charges for Fee In Lieu of Construction of Street Improvements

DeBry presented the staff report. Based on research the Fee In Lieu policy is not meeting its intended purpose of funding improvements, and it may be a detriment to the City's development and economic growth.

Included in Council's packet was a letter from Raj Savara who is the President of DMI International, which is located on Hillcrest Street. Mr. Savara recently inquired about the process for adding a 1,050 square foot addition to his building. The project is expected to cost around \$50,000 and the Fee In Lieu is projected at \$29,475. (This is in addition to other permit fees, and transportation development tax of \$2,705.) The purpose of the project is to shelter new equipment which he and a partner would use to make pallets for the electronics industry. Because of the high cost of the Fee In Lieu, this business owner is reconsidering the idea of expansion in North Plains.

Staff believes further consideration should be given to the effectiveness of the fee and will present more information to Council within a couple months. In the meantime it seems appropriate to temporarily suspend the Fee In Lieu to encourage business expansions.

Motion by Demagalski, seconded by Lenahan, to approve Resolution No.1783: a Resolution of the City Council of the City of North Plains, Oregon, temporarily suspending charges for Fee In Lieu of construction of street improvements. Hatcher clarified that this resolution will sunset in six months. The motion was approved unanimously.

9. UNFINISHED BUSINESS:
None Scheduled

10. ORDINANCES:

FIRST READING:

A. None Scheduled

SECOND READING:

B. None Scheduled

11. STAFF REPORTS

Boyles is meeting with the Claxtar Street residents this week in a Town Hall meeting. Residents will be able to meet the contractors face to face and bring any concerns up with them.

DeBry stated the budget packet has been place in Dropbox. Rachael Lembo has done an awesome job on the spreadsheets. She developed a format that we will be using for a long time. The Budget Committee meeting is scheduled in one week—Monday, April 22, 2013 at 7:00 p.m. at Jessie Mays Community Hall.

Chief Snyder reported he has been working with DeBry on budgets. He also stated the department has been working on an investigation that has involved many man hours.

12. COUNCIL REPORTS

Council reviewed the May 2013 Council Calendar.

Hatcher reminded everyone of the City Clean-Up Day on Saturday, May 11, 2013. Lenahan agreed to spearhead the event.

Broom reported on the upcoming benefit Country Western Music Show on Saturday, April 27th at 6:30. This is being held at Jessie Mays Community Hall.

Hatcher and DeBry have an odor assessment meeting with Washington County on Wednesday, April 17 from 8:00 to 10:00 a.m.

Hatcher distributed a copy of the letter he received from Sunset Park Association that was

in response to the letter Council sent to them on March 18, 2013

Lenahan reminded Council of the Art of the Story Storytelling Festival being held on Thursday night at the North Plains Elementary School in partnership with the North Plains Public Library and WCCLS.

Lenahan wanted to confirm the business owners on Glencoe Road will be invited to the Council Meeting when the sign ordinance is discussed again.

Councilor Kindel, Ex Officio member at the last Planning Commission informed the Council of an application for three partitions and five minimum lot size variances. The variances would allow five 4,000 square foot lots instead of the 5,000 minimum square foot requirement in the R-5 zone. Kindel expressed concern regarding density issues and would like to schedule a work session between Planning Commission and City Council after the budget process is complete.

13. **ADJOURNMENT**: Mayor Hatcher adjourned the meeting at 8:07 p.m.

David Hatcher, Mayor

Martha DeBry, City Manager/Recorder

Date approved _____



CITY OF NORTH PLAINS

31360 NW Commercial Street, North Plains, Oregon 97133

Date: April 26, 2013
To: City Council
From: William Snyder, Police Chief
Subject: Resolution No. 1784 A Resolution of the City Council of the City of North Plains, Oregon, Declaring Armament Equipment Surplus

Request: Council consider adopting Resolution No. 1784 declaring armament equipment surplus.

Background:

The North Plains Police Department is in possession of two rifles that are not original department weapons. These weapons have been in the police inventory for many years. They were taken into custody prior to Officer Thurber's employment. The reason they were in custody was not clearly documented.

The North Plains Police Department would like to the City Council to declare these weapons as surplus: one Savage Model 110, 30 06 bolt action rifle with unknown manufacture of scope—serial number 284402; and one Mossberg model 21 .22 bolt action rifle with no serial number. Both rifles are in poor condition.

If the City Council declares the rifles as surplus property, they will be destroyed at Hillsboro Police Department

Fiscal Impact: There is no fiscal impact

Recommendation: Council adopt Resolution 1784 which declares armament equipment surplus.

Sample Motions:

I move to adopt Resolution No. 1784.

RESOLUTION NO. 1784

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH PLAINS,
OREGON, DECLARING ARMAMENT EQUIPMENT SURPLUS**

WHEREAS, the Police Department has the following weapons in inventory:

- A Savage Model 110, 30 06 Serial number 284402; and
- A Mossberg Model 21 .22 bolt action rifle with no serial number, and

WHEREAS, these weapons are not used in regular police operations, and are different from other weapons in the Police arsenal;

WHEREAS, the Police Chief has determined that the weapons are no longer needed and seeks to properly dispose the weapons; and

WHEREAS, the condition of the weapons makes it impractical to resell them;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH PLAINS, OREGON, that a Savage Model 110 rifle Serial number 284402 and Mossberg Model .21 rifle are declared as surplus; and

BE IT FURTHER RESOLVED that City staff is authorized to dispose of said rifles by surrendering them to the Hillsboro Police Department for destruction.

INTRODUCED AND ADOPTED this 6th day of May, 2013.

CITY OF NORTH PLAINS, OREGON

BY: _____
David Hatcher, Mayor

ATTEST:

BY: _____
Martha DeBry, City Manager/City Recorder



CITY OF NORTH PLAINS

31360 NW Commercial Street, North Plains, Oregon 97133

Date: May 2, 2013
To: Mayor and City Council
From: Martha DeBry-City Manager
Subject: Public Hearing: Resolution No. 1785 approving a water rate increase of 3% to be Effective October 1, 2013

Request: Council to consider approving a 3% water rate increase to be effective October 1, 2013.

Background: City Council reviewed information on March 18, 2013 regarding a proposed rate increase for the 2013/14 fiscal year. At that time direction was provided to prepare a resolution for a 3% rate increase that would be effective in October 2013.

City water rates are comprised of two components a base rate which is a flat sum paid monthly by each customer, and a consumption charge.

Most residences have $\frac{3}{4}$ inch meters which have a minimum fee of \$47.50/month, which provides about half of the water fund's revenues. Increasing the base rate for residential customers by 3% would add \$1.43 to the base rate of \$47.50 for a total of \$48.93 monthly.

The calendar year consumption billed for 2012 was 84,384 units, or an average of 7,032 per month. Construction projects (like Clean Water Services and ODOT) were billed for 5,828 units in 2012. These customers are billed at the highest consumption rate tier. The average water units purchased in prior three years has been 7,622 units/month.

Annual billed consumption is estimated between 78,000 units and 84,300 units, which can affect annual revenues by +/- \$25,000. Water consumption tends to be volatile as peak demands are strongly associated with weather conditions (eg. a mild summer would reduce sales, or hot fall would increase sales.) Construction projects that draw water from a meter are another variable that affects revenue each year. Staff anticipates the ODOT project and Highland Court subdivision will affect future demand. Recology has also used a tremendous amount of water in the recent year to manage its compost piles, which may also impact total revenues.

A 3% increase in consumption rates would have the following effect:

Units Consumed	Tier 1 00-25 ccf	Tier 2 26-50 ccf	Tier 3 51 ccf and up
Current rate	\$3.91	\$4.24	\$4.79
3%	\$4.03	\$4.37	\$4.93

* 1 ccf = 100 cubic feet = 748 gallons

What a rate increase looks like for most residents:

Most residents consume roughly 6 units a month which is billed at the 0-25 ccf rate tier. The typical impact of the rate increase would be as follows

	Base Rate	6 units Consumption	Total Monthly	Monthly Change	Annual Change
Current	\$47.50	\$23.46	\$70.96		
3%	\$48.93	\$24.16	\$73.09	\$2.13	\$25.55

Fiscal Impact: Increasing water rates by 3% should increase water revenues by \$18,500 in 2013/14 (or \$24,700 annually). The actual income will vary based on consumption through the year.

Environmental Issues: None identified.

Recommendation: Council adopt Resolution No. 1785 approving a 3% increase in water rates.

RESOLUTION NO. 1785

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF NORTH PLAINS,
OREGON, APPROVING A WATER RATE INCREASE OF 3% TO BE EFFECTIVE
OCTOBER 1, 2013**

WHEREAS, the City of North Plains operates a water utility which must be financially self-sufficient; and

WHEREAS, water revenues are only used for the purpose of providing water services to residents; and

WHEREAS, additional revenue is needed to fund future operations and capital projects, and

WHEREAS, Council directed that rate increases should be implemented after the high demand summer are completed.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORTH PLAINS, OREGON, approves a rate increase of 3% effective on October 1, 2013.

INTRODUCED AND ADOPTED this 6th day of May, 2013.

CITY OF NORTH PLAINS, OREGON

David Hatcher, Mayor

ATTEST:

Martha DeBry City Manager/Recorder

Pam Smith

From: Joe Reed [joe.reed@comcast.net]
Sent: Sunday, April 14, 2013 2:55 PM
To: North Plains Information
Subject: 3% Water Rate Increase

Hello,

I am writing in regards to the proposed 3% water rate increase currently in discussion by the North Plains City Council. I understand from the March 18th meeting packet the water CIP projects that need funding from the proposed 3% increase. I am **opposed** to any further increases to our exorbitantly high water rates. My average bill is around \$64/month already for water alone. I also pay \$35/month for sewer and \$20/month for disposal. These three services at my prior residence in Arizona totaled \$50/month. I wrote the city council 2.5 years ago about the excessively high water rates in North Plains. The explanation I received back then was a creosote factory contaminated our well water and North Plains had to run a new pipe from Hillsboro (which we are currently paying for). My suggestion for the city council is to hold the creosote factory responsible and make them pay for infrastructure improvements rather than penalizing residents. If that is not a viable solution then I would ask the council to find a tax revenue source to fund the infrastructure improvements. Thank you.

Joe Reed

31089 NW Kaybern St

North Plains OR



CITY OF NORTH PLAINS

31360 NW Commercial Street, North Plains, Oregon 97133

Date: May 1, 2013

To: Mayor and City Council

From: Martha DeBry-City Manager

Subject: Approve amendment to a Street Maintenance and Improvement Agreement Between Norcal Waste Systems, Inc., Great Northwest Recycling of Oregon, Inc. and City of North Plains.

Request: Council approve amendment to the agreement as proposed by Recology, formerly Norcal.

Background: The City of North Plains entered into a series of agreements with the operators of the Nature's Needs facility. These agreements include:

- 8/16/99 - Agreement between the City of North Plains and East County Recycling Co. application for commercial activity in conjunction with farm use for a humus facility, file no. 48059/1.
- 7/17/2007 - Agreement between Nature's Needs LLC and City of North Plains
- 2/9/2009 - Street Maintenance and Improvement Agreement Between Norcal Waste Systems, Inc., Great Northwest Recycling of Oregon, Inc. and City of North Plains
- 3/15/2010 - Street Maintenance and Improvement Agreement Between Norcal Waste Systems, Inc., Great Northwest Recycling of Oregon, Inc. and City of North Plains which provided a per ton fee for all materials received at the facility.

Copies of the agreements with Recology are included in Council's packet. (The agreement with East County Recycling could not be located.)

Washington County is the franchise authority that regulates Recology. As part of the franchise review process it was noted that a secondary agreement between the operator and City existed for the purpose of maintaining Highland Court. The franchise itself does not require an agreement with North Plains, although it has been considered a condition of approval of the franchise.

The most recent agreement between Recology and North Plains, approved in 2010 provides that Recology will pay the City a host fee of \$0.50/ton for type 3 feedstock materials that include foodwaste. The agreement specifically states the payments “*will be used by the City solely and exclusively for repair, maintenance, and upkeep of NW Highland Court and NW 307th Avenue south of Highland Court.*” The agreement does not specify how or when repair, maintenance and upkeep shall occur. The agreement term on July 1, 2015, and Recology has no obligation to amend the terms of the agreement.

City staff began discussions with Recology about the agreement since last January when it became apparent that Recology would continue operations thru the summer. During discussions between the City Manager Martha DeBry, Tom Brian a consultant, and Paul Yamamoto of Recology a package of revisions to the 2010 agreement were discussed including:

- Allowing the City to determine the best use of funds in the community
- Raising the per ton fee to \$1.00
- Establishing a line item in the budget, under General Fund revenue called Recology Community Fund
- Allowing the transfer of funds previously collected under the agreement to the general fund, with approximately \$13,000 designated for the 2013 4th of July Celebration.
- Recology will allow North Plains residents to drop off non-commercial yard debris for North Plains residents.

The intent of the discussions was to provide Recology with the opportunity to support community programs, and allow the Council the discretion to determine the best use of funds. Recology also understood that City revenues would be reduced in proportion to reduced tonnage and desired to make the City whole with a steady stream of revenue. Recology also desires to specifically support the 4th of July event in its second year. (Recology was the principal sponsor of the 2012 event.)

Recology was advised that there is some concern about labeling a line item as “Recology Community Fund”. The topic was briefly discussed at a Budget Committee meeting. Their consultant’s response is attached and indicates they are presenting this amendment as a package, and the label is important to them.

It should be noted the following revenues have been received from Nature’s Needs:

Budget Year	Revenue
2009	\$ 2,500
2010	\$ 2,500
2011	\$10,297
2012	\$22,958
2013	\$23,500 budgeted
2014	\$35,000 projected

The total amount Recology has paid to the City (2011-2013) is approximately \$57,000. These funds can be transferred to the General Fund under the proposed agreement amendment.

The reason the projected revenue is only \$35,000 is because Recology recently reduced the total tonnage received, and it is unclear if the tonnage volumes will increase in the future. (This projection assumes about 35,000 tons.)

Fiscal Impact: If approved, the agreement will generate about \$10,000 more than in the previous year. Since these funds, plus the \$57,000 collected in the past can be allocated in the General Fund it will assist with building the fund balance or be used for projects including street projects. If the agreement is not amended budget projections should be amended to reflect a lower income and no transfer of assets from the Street Fund to General Fund. The budget currently includes funding for the 4th of July event from General Fund revenues.

Environmental Issues: Not applicable.

Recommendation: Council approve the City Manager entering into an amended agreement with Recology.



April 29, 2013

The Hon. David Hatcher, Mayor
Ms Martha DeBry, City Manager
31360 NW Commercial St.
North Plains, Or 97133

Dear Mayor Hatcher and Ms DeBry:

I am writing to confirm conversations we have had in recent weeks, and what I believe to be an understanding between Recology and the City of North Plains. Below is a list of agreed upon discussion points:

- 1) Effective April 1, 2013, Recology agrees to increase the fee paid to the City from 50 cents per ton of material delivered to the Nature's Needs site to \$1.00 per ton as long as Recology operates the facility.
- 2) The City will establish a line item in its budget entitled "Recology/Nature's Needs Community Fund" which will identify the amounts paid to the City by Recology. This fund is unrestricted and may be used for any project, program or activity benefitting the residents of North Plains.
- 3) In 2013, the City will use this fund, in part, to sponsor the 4th of July Fireworks, and Recology will be acknowledged as the sponsor of the fireworks as it was in 2012.
- 4) Recology hereby authorizes the City to transfer fees previously paid by Nature's Needs (approximately \$75,000) to the Recology/NNs Community Fund. The previous restriction that these funds be spent on local streets or roads is eliminated and the funds may be used for any project, program or activity benefitting the residents of North Plains.

In addition, Recology/Nature's Need plans to continue its active participation in the community, including contributing finished compost material to the North Plains Garden Club, the Community Garden and it will consider other opportunities as they become available. Nature's Needs will also participate in Community Clean Up Day by allowing free drop off of materials, and will be offering FREE disposal of non-commercial yard debris year around for North Plains residents.

Recology is committed to long-term positive relationships with all communities in which we operate. We look forward to earning such a relationship with the good citizens of North Plains. I look forward to formalizing the above items with you soon. Should you have any questions, please feel free to contact me, (707) 693-2103.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Paul Yamamoto', is written over a light blue circular stamp.

Paul Yamamoto
Vice President Oregon Compost

Martha DeBry

From: Tom Brian [tom.brian@frontier.com]
Sent: Tuesday, April 30, 2013 6:56 PM
To: Martha DeBry; 'Paul Yamamoto'
Subject: RE: 8 Memo Recology

Martha:

Paul and I have discussed this and agree there is a strong preference for the line item being designated "Recology Community Fund" as we previously discussed and agreed to. No doubt, given the history of Nature's Needs, someone will probably object to anything that might reflect on Recology or NNs in a positive way. You may recall last year, some people even objected to having Recology/NNs being given any public credit for sponsoring the 4th of July fireworks (about \$14,000). Apparently, the person(s) who protest are willing to accept the money, but are unwilling to identify the source or spirit of the contribution?

Recology, in agreeing to double the fees per ton AND to allow the removal of the street repair restriction, thus making the accumulated funds "unrestricted" and able to be "merged" with the new fees for broader community benefit. Recology agreed to the new fees, and the unrestricted use, to unify the fees contributed to the City, and to place the decision making for the expenditure of these funds with the Mayor and City Council because Recology feels these funds will be best spent in the interest of North Plain residents in that manner. We think it is fair and reasonable to have these funds identified in the budget as having come from Recology as part of their support of the community. The protester(s) should know that the increase in fees and removal of the original restriction are voluntary acts by Recology, just as Recology generously supports the North Plains Garden Club, the Community Garden, Clean Up day and other activities in the community.

The agreement we reached in our discussions, and is set forth in Paul Yamamoto's letter of April 29, 2013, is viewed as a "bundle" or "package" of concepts. The only actual benefit to Recology in the agreement is the modest recognition via the Recology Community Fund line item. Not only does it provide some connectivity to the community for Recology, it also provides transparency to the public and accountability for the funds.

We hope the Mayor and Council are agreeable to the "Recology Community Fund" designation in the budget. I have often seen such line items to accommodate donations and foundation grants that may come to cities and counties, for example. Recology would like the opportunity to discuss this matter further if the Council concludes the designation is unacceptable to them.

Thank you, Martha. Please do not hesitate to contact me.

Tom

From: Martha DeBry [mailto:martha@northplains.org]
Sent: Tuesday, April 30, 2013 5:23 PM
To: Paul Yamamoto; Tom Brian
Subject: 8 Memo Recology

Good Evening Gentlemen,

Attached is the draft staff report for Monday's agenda. I made some comments about the negotiations that I would like you to review. Feel free to make suggestions.

Please be advised that at the Budget Committee meeting there was some discussion about the name of the line item Recology Community Fund. The protest came from a public member. Council may have some input on this title. Do you have any alternative suggestions or would just Recology payments be okay with you?

Regards,

Martha

**STREET MAINTENANCE AND IMPROVEMENT AGREEMENT
BETWEEN RECOLOGY OREGON COMPOST, LLC, AND THE CITY OF
NORTH PLAINS, OREGON**

This Agreement is entered into this 15th day of March 15, 2010, by and between RECOLOGY OREGON COMPOST, LLC, (hereinafter Company) an Incorporated company, and the CITY OF NORTH PLAINS, (hereinafter City) an Oregon municipal corporation, and expiring July 1, 2015.

WHEREAS, Norcal Waste Systems, Inc., Great Northwest Recycling of Oregon, Inc., and the City of North Plains entered into a Street Maintenance and Improvement Agreement on February 9, 2009, whereby both companies agreed to construction of certain public improvements and annual street maintenance fee in exchange for the City's support of their solid waste franchise transfer applications and as a condition of Washington County's approval of the solid waste franchise transfer; and

WHEREAS, Recology Oregon Compost, LLC, formerly named Norcal Waste Systems, Inc., is the new registered business name for Great Northwest Recycling of Oregon, Inc., and is the current holder of the solid waste franchise with Washington County; and

WHEREAS, said Company desires to begin a table scrap composting pilot project to include type 3 feed stocks as part of its compost franchise activities and is in the process of seeking approval from Washington County for the pilot project; and

WHEREAS, the City agrees to remain neutral while Company seeks County approval for the pilot project; and

WHEREAS, in consideration of the mutual promises contained herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties have agreed to the terms below.

NOW THEREFORE, BASED ON THE FOREGOING, Company and City agree as follows:

1. Company will install approximately 16,000 square feet of two inch (2") asphalt with overlay fabric (without any feathering of the asphalt and with grinding at all tie-in points), fill low spots to grade and tack plus other related work, at a cost not to exceed \$22,000, consistent with the description of work as set forth in Exhibit A which is attached and incorporated by reference herein.
 - From a point starting two hundred forty (240) feet east of the intersection of NW Glencoe Road and NW Highland Court for thirty-six (36) feet to the western edge of Tax Lot 1900; then

- Beginning at the western edge of Tax Lot 1900, the overlay will be for the width of a half-street, matching the existing half-street improvement to NW Highland Court existing and running along the frontage of Tax Lot 1900; then
 - Commencing at the eastern edge of Tax Lot 1900 on NW Highland Court through the intersection to the eastern side of NW 307th Avenue.
2. A map showing the portion of NW Highland Court to be improved is attached hereto and incorporated by reference as Exhibit 1.
 3. The work described in paragraph 1 above shall commence before July 1, 2009, and proceed without interruption thereafter until completed, unless otherwise agreed to in writing by the City and Company.
 4. Company will pay a fee to City in the total sum of thirty-five cents (\$0.35) for each ton of compost feed stock received by Company's Nature's Needs solid waste facility per year.

Company agrees to pay City thirty-five cents (\$0.35) per ton upon approval by Washington County for the acceptance of type 3 feedstock, and fifty cents (\$0.50) per ton upon delivery of the first load of type 3 feedstock.

In the event that type 3 feedstock is no longer accepted or approved by Washington County or the State of Oregon, the fee will immediately revert to the thirty-five cents (\$0.35) per ton of inbound feedstock.

In the event that Company discontinues the acceptance of type 3 feedstock for a period of one year or more, the fee will revert to thirty-five cents (\$0.35) per ton. This fee will increase to fifty cents (\$0.50) per ton when the receipt of type 3 feedstock is resumed.

Fees will be payable as follows:

Starting May 1, 2010, Company will account for incoming feed stock on a daily basis and will pay City the fee of thirty-five cents (\$0.35) per incoming ton of feed stock. Such payment shall be on a calendar quarter basis.

If Company begins accepting type 3 feed stock, Company will account for incoming feed stock on a daily basis and will pay City the fee of fifty cents (\$0.50) per incoming ton of feedstock. Such payment shall be on a calendar quarter basis.

5. The payment referred to in paragraph 4 will be used by the City solely and exclusively for repair, maintenance and upkeep of NW Highland Court and NW 307th Avenue south of HW Highland Court.

6. In the event City receives odor complaints concerning Company's composting operation, City reserves the right to submit those complaints to Company, Washington County and the Oregon Department of Environmental Quality simultaneously.
7. The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.
8. Said agreement shall be renegotiated prior to its expiration on July 1, 2015.

This amended Agreement is in full force and effect effective upon the date noted below. Except as expressly modified, the terms, provisions, covenants and conditions of the Agreement shall remain unchanged and are hereby ratified and confirmed as being in full force and effect.

This Agreement is so agreed by City and Company on this 12th day of April, 2010.

City of North Plains



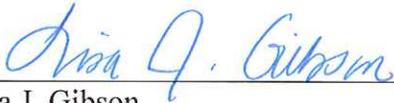
Donald H. Otterman
City Manager
31360 NW Commercial Street
North Plains, OR 97133

Recology Oregon Compost, LLC



Paul Yamamoto
Vice President and Group Manager
235 North First Street
Dixon, CA 95620

ATTEST:



Lisa J. Gibson
City Recorder
31360 NW Commercial Street
North Plains, OR 97133

STREET MAINTENANCE AND IMPROVEMENT AGREEMENT
BETWEEN NORCAL WASTE SYSTEMS, INC., GREAT NORTHWEST
RECYCLING OF OREGON, INC., AND THE CITY OF NORTH PLAINS,
OREGON

This Agreement is entered into this 9th day of February, 2009, by and between NORCAL WASTE SYSTEMS, INC., (hereinafter Norcal or Parent/Corporate Company) an Incorporated company, GREAT NORTHWEST RECYCLING OF OREGON, INC., (hereinafter Great Northwest Recycling or Subsidiary Operating Company) an Incorporated company, and the CITY OF NORTH PLAINS, (hereinafter City) an Oregon municipal corporation, and expiring July 1, 2015.

WHEREAS, Norcal and Great Northwest Recycling are desirous of enlisting the support of the City with both its land use and franchise transfer applications from Washington County for its use and operation of a compost facility generally located at 9570 NW 307th Avenue, North Plains, Washington County, Oregon, which facility is located outside (but immediately adjacent to) the City's southeastern border;

WHEREAS, City agreed to support Norcal and Great Northwest Recycling's application for the transfer of the franchise from the current franchisee (Nature's Needs) to Great Northwest Recycling provided Norcal and Great Northwest Recycling entered into an agreement with the City for full improvement of a portion of NW Highland Court, a City street and the sole access to the Norcal/Great Northwest Recycling's facility as well as payment of \$2,500 each year beginning July 1, 2009 to cover costs for maintenance of NW Highland Court. The fee will increase on July 1st of each year based upon the change in construction costs according to the Engineering News Record (ENR) Northwest (Seattle, Washington) Construction Cost Index multiplied by a factor of 0.50;

WHEREAS, in addition to the foregoing, the Washington County Board of Commissioners, acting as the governing body for Washington County, authorized transfer of the franchise from Nature's Needs to Norcal expressly conditioned upon the City and Norcal's entry into an agreement concerning the maintenance of NW Highland Court;

WHEREAS, Norcal and Great Northwest Recycling are ready, willing and able to enter into an agreement concerning the maintenance of NW Highland Court.

NOW THEREFORE, BASED ON THE FOREGOING, Norcal, Great Northwest Recycling and the City agree as follows:

1. Norcal and Great Northwest Recycling will install approximately 6065 square feet of two inch (2") asphalt with overlay fabric (without any feathering of the asphalt and with grinding at all tie-in points) consistent with the following:

- From a point starting two hundred forty (240) feet east of the intersection of NW Glencoe Road and NW Highland Court for thirty-six (36) feet to the western edge of Tax Lot 1900; then
 - Beginning at the western edge of Tax Lot 1900, the overlay will be for the width of a half-street, matching the existing half-street improvement to NW Highland Court existing and running along the frontage of Tax Lot 1900; then
 - Commencing at the eastern edge of Tax Lot 1900 on NW Highland Court through the intersection to the eastern side of NW 307th Avenue.
2. Norcal and Great Northwest Recycling will pay a fee to the City in the total sum of Two Thousand Five Hundred Dollars (\$2,500.00) beginning July 1, 2009, and pay this fee during the remaining term of the agreement as adjusted on July 1st of each year based upon the change in construction costs according to the Engineering News Record (ENR) Northwest (Seattle, Washington) Construction Cost Index multiplied by a factor of 0.50. The last payment will be received by the City not later than July 1, 2015).
 3. The payment referred to in paragraph 2 will be used by the City solely and exclusively for repair, maintenance and upkeep of NW Highland Court.
 4. The work described in paragraph 1 above shall commence before July 1, 2009, and proceed without interruption thereafter until completed, unless otherwise agreed to in writing by the City, Norcal and Great Northwest Recycling.
 5. A map showing the portion of NW Highland Court to be improved is attached hereto and incorporated by reference as Exhibit 1.
 6. The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.
 7. Said agreement shall (may?) be renegotiated prior to its expiration on July 1, 2015.

IT IS SO AGREED: on this 9th day of February, 2009.

City of North Plains

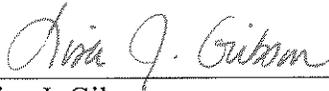

 Donald H. Otterman
 City Manager

Norcal Waste Systems, Inc.

 Paul Yamamoto
 Group General Manager

ATTEST:

Great Northwest Recycling of
Oregon, Inc.



Lisa J. Gibson
City Recorder

Paul Yamamoto
Group General Manager

2013 2012 2011 2010 2009 2008 2007 2006 2005 2004 2003 2002 2001 2000 1999 1998 1997 1996 1995 1994 1993 1992 1991 1990 1989 1988 1987 1986 1985 1984 1983 1982 1981 1980 1979 1978 1977 1976 1975 1974 1973 1972 1971 1970 1969 1968 1967 1966 1965 1964 1963 1962 1961 1960 1959 1958 1957 1956 1955 1954 1953 1952 1951 1950 1949 1948 1947 1946 1945 1944 1943 1942 1941 1940 1939 1938 1937 1936 1935 1934 1933 1932 1931 1930 1929 1928 1927 1926 1925 1924 1923 1922 1921 1920 1919 1918 1917 1916 1915 1914 1913 1912 1911 1910 1909 1908 1907 1906 1905 1904 1903 1902 1901 1900 1999 1998 1997 1996 1995 1994 1993 1992 1991 1990 1989 1988 1987 1986 1985 1984 1983 1982 1981 1980 1979 1978 1977 1976 1975 1974 1973 1972 1971 1970 1969 1968 1967 1966 1965 1964 1963 1962 1961 1960 1959 1958 1957 1956 1955 1954 1953 1952 1951 1950 1949 1948 1947 1946 1945 1944 1943 1942 1941 1940 1939 1938 1937 1936 1935 1934 1933 1932 1931 1930 1929 1928 1927 1926 1925 1924 1923 1922 1921 1920 1919 1918 1917 1916 1915 1914 1913 1912 1911 1910 1909 1908 1907 1906 1905 1904 1903 1902 1901 1900



AGREEMENT
BETWEEN
NATURE'S NEEDS, LLC
AND
THE CITY OF NORTH PLAINS, OREGON

This Agreement is entered into this ~~7~~ day of July, 2007 by and between NATURE'S NEEDS, LLC, (hereinafter Nature's Needs) an Oregon limited liability company and the CITY OF NORTH PLAINS, (hereinafter City) an Oregon municipal corporation.

WHEREAS, Nature's Needs is desirous of enlisting the support of the City with both its land use and franchise transfer applications from Washington County for its use and operation of a humus facility generally located at 9570 NW 307th Avenue, North Plains, Washington County, Oregon, which facility is located outside (but immediately adjacent to) the City's southeastern border;

WHEREAS, City agreed to support Nature's Needs' application for the transfer of the franchise from the current franchisee (Vince Gilbert) to Nature's Needs provided Nature's Need's entered into an agreement with the City for improvement of NW Highland Court, a City street and the sole access to the Nature's Needs facility as well as payment of \$12,500.00 to cover cost(s) for maintenance of Highland Court;

WHEREAS, in addition to the foregoing, the Washington County Board of Commissioners, acting as the governing body for Washington County, authorized transfer of the franchise from Vince Gilbert to Nature's Needs expressly conditioned upon the City and Nature's Needs entry into an agreement concerning the maintenance of NW Highland Court;

WHEREAS, Nature's Needs is ready, willing and able to enter into an agreement concerning the maintenance of NW Highland Court

NOW THEREFORE, BASED ON THE FOREGOING, Nature's Needs and the City agree as follows:

1. Nature's Needs will install approximately 6065 square feet of two inch (2") asphalt with overlay fabric (without any feathering of the asphalt and with grinding at all tie-in points) consistent with the following:
 - from a point starting two hundred forty (240) feet east of the intersection of Glencoe Road and Highland Court for thirty-six (36) feet to the western edge of Tax Lot 1900; then
 - Beginning at the western edge of Tax Lot 1900, the overlay will be for the width of a half-street, matching the existing half-street improvement to Highland Court existing and running along the frontage of tax Lot 1900; then
 - Commencing at the eastern edge of Tax Lot 1900 on Highland court through the intersection to the eastern side of 307th.

2. Nature's Needs will pay the City the total sum of Twelve Thousand Five Hundred Dollars (\$12,500.00) to be paid over five (5) years (2008 through 2012) in annual installments of two thousand five hundred dollars (\$2500.00) commencing with an initial payment (to be received by the City not later than July 3, 2008) and ending with a payment in 2012 (to be received by the city not later than July 3, 2012).
3. The payment referred to in paragraph 2 will be used by the City solely and exclusively for repair, maintenance and upkeep of Highland Court.
4. The work described in paragraph 1 above shall commence no later than July 1, 2008 and proceed without interruption thereafter until completed, unless otherwise agreed to in writing by the City and Nature's Needs.
5. A map generally showing the area of NW Highland Court to be improved is attached hereto as Exhibit 1.
6. The individuals executing this Agreement warrant that they have full authority to execute this Agreement on behalf of the entity for whom they are acting herein.

IT IS SO AGREED:

City of North Plains


Don Otterman
City Manager

Nature's Needs, LLC


Jack Botkin
MEMBER

- ◆ Licensed
- ◆ Bonded
- ◆ Insured

† CCB 66230

Hoss Paving, Inc.

P.O. Box 291
 North Plains, OR. 97133-0291
 Phone (503) 647-1220
 Fax (503) 647-1017

Customer:	<u>PLC Recycling Center</u>	Date:	<u>April 17, 2007</u>
Billing Address:	<u>4044 N Suttle Rd.</u> <u>Portland, Or. 97217</u>	Job Location:	<u>Highland Court</u> <u>North Plains, Or.</u>
Attention:	<u>Rocky Botkin</u>	Owner:	
Phone:	<u>503-849-4619</u>	Fax:	<u>503-285-3811</u>

Asphalt Paving of Approximately 6,065 s.f.

- Preparation:**
- 1) Grind existing asphalt as needed to obtain exposure for tie in of overlay.
 - 2) Clean remaining asphalt of loose debris and apply tack coat as bonding agent.
 - 3) Pre-level low areas as needed to obtain proper elevations.
 - 4) Furnish and place overlay fabric on existing asphalt.

- Asphalt:**
- 1) Furnish and place a 2" compacted depth of asphalt.
 - 2) Finish roll asphalt to obtain smooth and uniform surface.
 - 3) Sand and seal joints.

Price: \$14,175.00

Qualifications: Price assumes one mobilization, additional mobs at \$700.00 each.

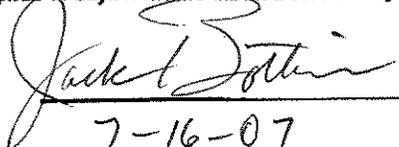
Price assumes adequate sub grade for pave back.

This proposal is based on the March '07 ODOT asphalt material price, if liquid asphalt goes up the price may adjust.

Exclusions: Bond, fees, permits, testing, striping, curbing, drainage structures, landscape restoration, erosion control, survey.

Payment shall be due upon completion of work unless otherwise specified. Eighteen percent (18%) interest will be charged on past due accounts. If the foregoing and attached conditions meets with your acceptance, kindly sign and return the original proposal understood the foregoing, including the stated exclusions and conditions set forth, will constitute the full and complete agreement between us.

This proposal expires 14 days from the date hereof but may be accepted at a later date at the sole option of this company.

Accepted By: 
 Date: 7-16-07

 Bill Weatherby
 Hoss Paving, Inc.



NW HIGHLAND CT.

NW GLENCOE ROAD

NW 307TH AVE.

NW 307TH

1
1500 1501 1502 1503 1504 1505 1506 1507 1508 1509 1510 1511 1512 1513 1514 1515 1516 1517 1518 1519 1520 1521 1522 1523 1524 1525 1526 1527 1528 1529 1530 1531 1532 1533 1534 1535 1536 1537 1538 1539 1540 1541 1542 1543 1544 1545 1546 1547 1548 1549 1550 1551 1552 1553 1554 1555 1556 1557 1558 1559 1560 1561 1562 1563 1564 1565 1566 1567 1568 1569 1570 1571 1572 1573 1574 1575 1576 1577 1578 1579 1580 1581 1582 1583 1584 1585 1586 1587 1588 1589 1590 1591 1592 1593 1594 1595 1596 1597 1598 1599 1600 1601 1602 1603 1604 1605 1606 1607 1608 1609 1610 1611 1612 1613 1614 1615 1616 1617 1618 1619 1620 1621 1622 1623 1624 1625 1626 1627 1628 1629 1630 1631 1632 1633 1634 1635 1636 1637 1638 1639 1640 1641 1642 1643 1644 1645 1646 1647 1648 1649 1650 1651 1652 1653 1654 1655 1656 1657 1658 1659 1660 1661 1662 1663 1664 1665 1666 1667 1668 1669 1670 1671 1672 1673 1674 1675 1676 1677 1678 1679 1680 1681 1682 1683 1684 1685 1686 1687 1688 1689 1690 1691 1692 1693 1694 1695 1696 1697 1698 1699 1700 1701 1702 1703 1704 1705 1706 1707 1708 1709 1710 1711 1712 1713 1714 1715 1716 1717 1718 1719 1720 1721 1722 1723 1724 1725 1726 1727 1728 1729 1730 1731 1732 1733 1734 1735 1736 1737 1738 1739 1740 1741 1742 1743 1744 1745 1746 1747 1748 1749 1750 1751 1752 1753 1754 1755 1756 1757 1758 1759 1760 1761 1762 1763 1764 1765 1766 1767 1768 1769 1770 1771 1772 1773 1774 1775 1776 1777 1778 1779 1780 1781 1782 1783 1784 1785 1786 1787 1788 1789 1790 1791 1792 1793 1794 1795 1796 1797 1798 1799 1800 1801 1802 1803 1804 1805 1806 1807 1808 1809 1810 1811 1812 1813 1814 1815 1816 1817 1818 1819 1820 1821 1822 1823 1824 1825 1826 1827 1828 1829 1830 1831 1832 1833 1834 1835 1836 1837 1838 1839 1840 1841 1842 1843 1844 1845 1846 1847 1848 1849 1850 1851 1852 1853 1854 1855 1856 1857 1858 1859 1860 1861 1862 1863 1864 1865 1866 1867 1868 1869 1870 1871 1872 1873 1874 1875 1876 1877 1878 1879 1880 1881 1882 1883 1884 1885 1886 1887 1888 1889 1890 1891 1892 1893 1894 1895 1896 1897 1898 1899 1900 1901 1902 1903 1904 1905 1906 1907 1908 1909 1910 1911 1912 1913 1914 1915 1916 1917 1918 1919 1920 1921 1922 1923 1924 1925 1926 1927 1928 1929 1930 1931 1932 1933 1934 1935 1936 1937 1938 1939 1940 1941 1942 1943 1944 1945 1946 1947 1948 1949 1950 1951 1952 1953 1954 1955 1956 1957 1958 1959 1960 1961 1962 1963 1964 1965 1966 1967 1968 1969 1970 1971 1972 1973 1974 1975 1976 1977 1978 1979 1980 1981 1982 1983 1984 1985 1986 1987 1988 1989 1990 1991 1992 1993 1994 1995 1996 1997 1998 1999 2000



CITY OF NORTH PLAINS

31360 NW Commercial Street, North Plains, Oregon 97133

Date: May 2, 2013
To: Mayor and City Council
From: Martha DeBry-City Manager
Subject: Discussion of proposed business license ordinance revision

Request: Council discuss proposed revision of business license ordinance.

Background: The City's existing business ordinance Chapter 6.15 creates the framework for business licenses that "regulates" commerce in North Plains. As such the City has the discretion not issue a license, and in theory close a business by withdrawing its license. The current fees of \$70 set up and \$50 annual renewal does not provide adequate funding for resources to actually review each application on an annual basis, conduct site visits and inspections. Staff may not be qualified to inspect facilities to ensure they are operating in a safe or lawful manner.

In practice the City has a revenue raising process. The license exists for the purpose of raising revenue that allows the City to provide services to businesses and residents. Business license fees raise about \$6,500 annually, with set up and first year fees waived thru December 2013. No changes in the fees are recommended.

The business license renewal process is conducted primarily by email which has greatly reduced the amount of staff time spent on the process.

The City Attorney has recommended the City replace its ordinance rather than modifying the existing ordinance. The existing ordinance which is in Council's packet has some odd language.

Fiscal Impact: Adopting the ordinance would have no fiscal impact.

Environmental Issues: None identified.

Recommendation: Council discuss the proposed change in ordinance.

Current Ordinance

Chapter 6.15 BUSINESS LICENSE FEE

Sections:

6.15.010	<u>Purpose.</u>
6.15.020	<u>Definitions.</u>
6.15.030	<u>Non-profit Organizations.</u>
6.15.040	<u>License Required.</u>
6.15.050	<u>Exemptions from License Requirements.</u>
6.15.060	<u>Multiple Businesses or Premises.</u>
6.15.070	<u>Rate.</u>
6.15.080	<u>License Year and Payment.</u>
6.15.090	<u>Delinquency Charge.</u>
6.15.100	<u>Issuance and Display of Receipt.</u>
6.15.110	<u>Administration.</u>
6.15.120	<u>Remedies for Nonpayment.</u>
6.15.130	<u>Penalties.</u>

6.15.010 Purpose.
This ordinance is enacted to regulate businesses and to authorize the imposition of a fee to help defray the costs to the City for investigating applications, monitoring businesses and administering this ordinance.

6.15.020 Definitions.
The following words and phrases, except where the context clearly indicates a different meaning, shall mean:

- A. “Apartment house(s)” means a building, portion of a building, or group of building on a parcel of land within the City containing three or more dwelling units which are rented, leased, let or made available for compensation for sleeping or living purposes; provided, however, a building containing three dwelling units shall not be deemed an "apartment house" shall include a hotel dwelling units. The term "apartment house" shall include a hotel or motel, automobile or tourist court, rooming or lodging house, and manufactured home or trailer park. In the case of manufactured homes or trailer parks, the term "dwelling unit" shall mean space or stall.
- B. “Commercial building rental” means a building, portion of a building, or a

group of buildings on a parcel of land within the City containing two or more businesses, provided, however, a building or portion of a building containing two businesses shall not be deemed a "commercial building rental" if the owner of such building conducts a business in a portion of such building.

- C. "Business" means an enterprise, establishment, store, shop activity, profession or undertaking of any nature conducted, either directly or indirectly for profit or bereft, and which business is being conducted from or within the City of North Plains. The term "business" shall include building contractors as defined by the Oregon Revised Statutes, the ownership, management or operation of an apartment house (three or more units); and any person, firm or corporation owning, leasing or having an interest in three or more residential or commercial, or a combination of three or more residential and commercial dwellings, units or structures which are offered for rent or lease, shall be deemed to be operating a business.
- D. "Doing, engaging in, or transacting business" includes any act or series of acts performed in the course of pursuit of a business activity.
- E. "Person" means any individual, partnership, association, firm or corporation.
- F. "Non-profit" means any business or organization which holds a certificate of exemption from taxes from the Internal Revenue Service.

6.15.030 Non-profit Organizations.

Nothing in this ordinance shall be construed to apply to any non-profit business or organization, including instances where the non-profit business or organization serves as sponsor of an event (except that refundable deposits may be required), but proof of a business's or organizations's non-profit status may be required.

6.15.040 License Required.

- A. It shall be unlawful for any person to transact or cause to be transacted any business without having first obtained a license therefore from the City Recorder for the current calendar year.
- B. It is the intention of this ordinance to require that a business license be obtained by the owner, partner or operator of the business and not be a person whose income consists of a salary or wage paid to such person by the owner, partner, operator or employer. However, the employees, agents or representatives of a person who has no regular place of business within the City, but engages in business within the City, shall be personally

responsible for the compliance of their principals and of the businesses they represent with this chapter.

6.15.050 Exemptions from License Requirements.

The following persons are exempt from license requirements imposed by this ordinance:

- A. Persons whom the City is prohibiting from licensing or taxing under the constitution or laws of the United States, the constitution or laws of the State of Oregon, or the Charter of the City.
- B. Other possible exemptions; subject to City approval include:
 - 1. Wholesaler selling or delivering goods to merchants of the City for the purpose of resale. This exclusion pertains only if the wholesaler does not maintain a place of business within the City and also does not engage in retail trade within the City;
 - 2. Persons engaged in delivery of goods and services from points outside the City, providing sales contacts and actual sales take place outside the City;
 - 3. Newspaper carriers;
 - 4. Representative of public utilities;
 - 5. Garage sales, yard sales and other similar activities. Such exclusion shall not apply, however, if either of the following conditions is met:
 - a. More than three such sales take place within any calendar year at the same location.
 - b. The sale has a duration of more than seventy-two consecutive hours;
 - 6. The sale of personal assets such as a personal automobile, residence, appliance or other items. Such exclusion shall not apply when such sales are conducted on a regular and continuing basis. That will be assumed to be the case if an individual or family sells its personal residence more than twice or its personal automobile more than four times in any given calendar year. Other items shall be determined by the City Council on the basis of reasonableness on a case-by-case basis.

7. Land owners performing general contracting services on their own property in the City.
 8. Subcontractors working under a general contractor who has a valid business license.
- C. Persons whose only business transaction in the City consists of the following:
1. Sales, exchange or involuntary conversions of real property not held for sale in the ordinary course of trade or business, unless the real property is used in the trade or business in connection with the production of income;
 2. The sale of personal property acquired for household or other personal use by the seller;
 3. Interest and dividends earned from investments which are not part of a trade or business and gains or losses incurred from the sale of investments which are not a part of a trade or business;
 4. The renting or leasing of residential real property, provided that the beneficial owner of such real property does not rent or lease more than three rental properties or three dwelling units within the City, and that such renting or leasing is unrelated to any other licensed business or such beneficial owner.
 5. The raising, harvesting and selling of the person's own crops, of the feeding, breeding, management and sale of the person's own livestock, poultry, fur bearing animals or honey bees, or sale of agricultural, horticultural or animal husbandry activity carried on by any person on said person's own behalf and not for others, or dairying and sale of dairy products to processors. This exemption does not apply if, in addition to the farm activities described in this paragraph, a person does any processing of said person's own farm products which change their character or form or said person's business includes the handling, preparation, storage, processing or marketing of farm products raised or produced by others, or the processing of milk or milk products, whether produced by said person or by others for retail or wholesale distribution.
 6. The operation of a display space, booth or table maintained for displaying or selling merchandise at any trade show, convention, festival, fair, circus, market, flea market, swap meet or similar event

for less than 14 days in any calendar year.

- D. Persons whose gross receipts from all business both within and without the City amount to less than \$2500.00 in any one calendar year, provided that any such person shall file with the Bureau upon demand a statement indicating that he estimates his gross receipts for such year to be less than \$2500.00 or indicating the amount thereof.

6.15.060 Multiple Businesses or Premises.

If any person is engaged in operating or carrying on in the City of North Plains, Oregon more than one trade, shop, profession, occupation, business or calling, then such person shall pay the license fee herein prescribed for as many of said trades, shops, professions, occupation, businesses or calling as are carried on by such persons, except as herein otherwise specifically provided.

6.15.070 Rate.

The business license fee imposed by this ordinance shall be established by resolution of the Council.

6.15.080 License Year and Payment.

- A. The business license year shall be January 1st to December 31st.
- B. The business license fee shall be paid annually in advance of the business license year; provided, however, (if) any person, firm or corporation begins engaging in business after the beginning of the business license year, the business license fee shall be paid in advance on a prorated basis as of the beginning of the quarterly period during which such activity begins.
- C. Quarterly business licenses may be obtained to cover the period during which a seasonal business licenses operates.
- D. The City Recorder may, at his/her discretion, authorize payment of the business license fee by a person liable therefore on a quarterly prorated basis.

6.15.090 Delinquency Charge.

- A. Excepting for the payment of a business license fee as set forth in Section 6.15.080(2) above, the business license fee shall be deemed delinquent if not paid by February 1st of the business license year. If a person begins engaging in business after the start of the business license year, the business license shall be deemed delinquent if the tax is not paid within 30 days after commencement of the business activity.
- B. Whenever the business license fee is not paid on or before the delinquency date, a delinquency charge equal to 20 percent of the original business license

fee due and payable shall be added for each 30-day period, or fraction thereof, during which the business license fee and any accumulated delinquency charges remain unpaid. The total amount of the delinquency charge for any business license year shall not exceed 200 percent of the business license fee due and payable for such year.

- C. The date that the business license fee is received by the City, or the date of the postmark if remittance is made by mail, shall be used in determining when the business license fee is paid.

6.15.100 Issuance and Display of Receipt.

Upon approval of the license application and payment of the business license fee, a person shall be issued a license by the City for such payment. The license shall be kept posted in a conspicuous place on the business premises at all times.

6.15.110 Administration.

- A. The City Recorder shall be responsible for the administration of this ordinance. He or she may:
 - 1. Adopt reasonable rules and regulations relating to any matter pertaining to the administration of this ordinance.
 - 2. Prepare, adopt and make available to the businesses all forms necessary for compliance with this ordinance.
- B. All information and records furnished or secured from any person under the provisions of this ordinance shall be exempt from public disclosure to the extent permitted by ORS Chapter 192. Such information and record shall be confidential and retained only by persons charged with the administration and enforcement of this ordinance.
- C. The City Recorder shall refer each application to the appropriate departments of the City for review. The department heads or their agents shall investigate and determine whether the place of business is in compliance with all City Codes and is safe, sanitary and suitable for the business for which such application is made.
- D. A license or renewal may be denied for any of the following causes:
 - 1. Fraud, misrepresentation or false statement made in the application for a license;
 - 2. Fraud, misrepresentation or false statement made in the course of carrying on the licensed activity;

3. A violation of this ordinance;
 4. Conduction the licensed activity in an unlawful manner or in such a manner as to constitute a breach of the peace or to constitute a menace to the health, safety or general welfare of the public.
 5. Failure to comply with requirements of any provisions of the City Code.
- E. Upon a favorable recommendation from each department, the City Recorder shall issue the license. If any department determined that the application should be denied, the City Recorder shall notify the applicant of the denial and the reasons for the denial.

6.15.120 Remedies for Nonpayment.

- A. The amount of any unpaid business license fee, including delinquency charges, shall constitute a debt due the City. The City Attorney may collect the amount due by an appropriate means, including the institution of an action or suit in the name of the City against the person liable therefore in any court of competent jurisdiction.
- B. No civil judgement, or action taken by the City Attorney under this section, shall bar or prevent any prosecution in the municipal court for a violation of this ordinance.

6.15.130 Penalties.

- A. A violation of this ordinance shall be punishable by a fine not to exceed \$200.00.
- B. Each violation of a separate provision of this ordinance shall constitute a separate offense, and each day that a violation of this ordinance is committed or permitted to continue shall constitute offense.
- C. The conviction of any person for violation of this ordinance shall not act to relieve such person from payment of any unpaid business tax including delinquent charges, for which such person is liable. The penalties imposed by this section are in addition to and not in lieu of any remedies available to the City under Section 6.15.110.
- D. In the event a provision of this ordinance is violated by a firm or corporation, the officer or officers or person or persons responsible for the violation shall be subject to the penalties imposed by this section.

Co-Establishing Ordinance No. 178, adopted June 19, 1989

Amending Ordinance No. 201, adopted January 21, 1992
Amending Ordinance No. 239, adopted June 19, 1995
Repealing Ordinance No. 398, adopted October 3, 2011

Chapter 16.80
SIGN STANDARDS

16.80.000 Definitions

The following terms are defined for the purpose of this chapter in order to provide clarification of certain words or terms used in the Ordinance.

A. Abandoned sign - A sign or sign structure where:

1. A sign is no longer in use. Discontinuance of sign use may be shown by cessation of use of the premises where the sign is located;
2. A sign has been damaged, in excess of 50% of the value of the sign, and repairs and restoration are not started within ninety days of the date the sign was damaged, or are not diligently pursued, once started.

B. Awning - A shelter projecting from and supported by the exterior wall of a building constructed of rigid or non-rigid materials on a supporting framework.

C. Awning Sign - A sign affixed or applied to the exterior facing surface or surfaces of an awning or a sign hanging from the supports of an awning, provided that the clearance below the sign shall be at least 8 feet.

D. Building Frontage, Primary -The portion of a building face most closely in alignment with an adjacent right-of-way. A gasoline service station may use the overhanging canopy as a substitute for building frontage when computing the allowable sign area. The longest side of the canopy shall be used to compute the allowable sign area.

E. Building Wall, Side - The wall of a building most nearly perpendicular with a street abutting the buildings lot regardless of whether such is functionally the front, rear, end or side of the building.

F. Canopy - A permanent roof-like structure projecting from a building and open on at least one side for the purpose of shielding a pedestrian walkway from the elements, or a freestanding roof-like structure supported by columns intended to shield a vehicular driveway or service area from the elements.

G. Canopy Sign - A sign, affixed or applied to, a canopy or eve, at any angle relative to the adjacent wall, the lowest portion of which is at least eight (8) feet above the underlying grade.

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~~H.~~ ~~H.~~ **Changeable Copy Sign** - A sign whose informational content can be changed or altered by manual, electric, electro-mechanical, electronic or optical means.

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~~I.~~ ~~I.~~ **Copy** - The graphic content of a sign surface in either permanent or removable letter, pictographic, symbolic, or alphabetic form.

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~~J.~~ ~~J.~~ **Electronic Message Sign** - A permanent sign providing information in both a horizontal and vertical format (as opposed to linear) sign copy, on which copy is created through use of a pattern of lights in a dot matrix configuration, which may be changed intermittently. ~~Video signs are not included in this definition.~~ Electronic message signs permitted under this chapter shall comply with the following standards:

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1. The rate of change for sign copy from one message to another message shall be no more frequent than every eight seconds and the actual copy change shall be accomplished in four seconds or less. Once changed, the copy shall remain static until the next change.

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2. Displays may travel horizontally or scroll vertically onto electronic message signs, but must hold in a static position after completing the travel or scroll.

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3. Electronic message signs requiring more than four seconds to change from one copy to another shall be turned off during the change interval.

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4. Sign copy shall not appear to flash, display videos, undulate, or pulse, or portray explosions, fireworks, flashes of lights, or blinking of chasing lights. Copy shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate, spin, twist, or otherwise portray graphics or animation as it moves onto, is displayed on, or leaves the sign face.

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5. No electronic message sign lamp may be illuminated to a degree of brightness that is greater than necessary for adequate visibility. In no case may the brightness exceed eight thousand nits or equivalent candelas during daylight hours, or one thousand nits or equivalent candelas between dusk and dawn. Signs found to be too bright shall be adjusted or removed as directed by the city manager.

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~~J.K.~~ ~~J.K.~~ **Frontage** - The length of the property line of any one premises along a public right-of-way on which it borders. In the case of a corner lot, the frontage shall be the narrowest street frontage.

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~~K.L.~~ ~~K.L.~~ **Front Wall** - The front wall of a structure shall be the wall of a structure most parallel to the frontage of the property.

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~~L.M.~~ ~~L.M.~~ **Grade** - Grade is the average level of the ground measured five feet from either end of the base of the sign, parallel to the sign face. For signs mounted on

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buildings, the grade is the average level of the sidewalk, alley or ground below the mounted sign measured five feet from either end of the sign face.

M.N. Ground Sign - A permanently affixed sign which is wholly independent of a building for support.

N.O. Height - The height of a sign is the vertical distance measured from the highest point of the sign to the grade of the adjacent street or the surface grade beneath the sign, whichever is greater.

O.P. Home Occupation Sign- Such sign shall not exceed four square feet, pursuant to Chapter 16.85.005

P.Q. Monument Sign - A sign that has a solid supporting base equal to or greater than the width of the sign face, generally made of stone, masonry, or concrete, with no separations between the sign and the base.

Q.R. Mural - Any pictorial or graphic decoration, other than a sign which is applied directly to a structure and is neither used for, or intended to achieve the purposes of, advertising by the use of lettering or script to draw attention to or to direct the observer to a particular business or business location, nor to draw attention to specific products, goods or service by the use of a brand name, trademark, copyright or any other device restricted in use without permission of the owner.

S. Q. Name Plate - A non-electric on-premise identification sign giving only the name, address, and or occupation of an occupant or group of occupants.

T. R. Non-Conforming Sign - A sign which was erected legally, but which does not comply with subsequently enacted sign restrictions and regulations.

U. S. Pan Chanel sign - A sign not contained in a sign box, but rather the lettering and sign logos act as their own sign cabinet.

V. T. Pole sign - A sign that is a freestanding sign connected to the ground by one or more supports with the lower edge of the sign separated vertically from the ground by a distance of nine feet or greater as measured from grade.

W. U. Projecting sign - A sign that is wholly or partly dependent upon a building for support and which projects more than 12 inches from such building. Maximum projection shall be three feet and maximum thickness shall be one foot. A projecting sign shall not project above a roof line.

X. V. Roof Line - Either the eaves of the roof or the top of the parapet, at the exterior wall. (A "mansard roof" is below the top of a parapet and is considered a wall for sign purposes.)

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~~Y. W.~~ **Roof Sign** - Any sign erected over or on the roof line of a building.

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~~X.~~ **Sign** - Any writing, including letter, word, or numeral; pictorial presentation, emblem, including device, symbol or trademark; flag, including banner or pennant; or any other device, figure or similar thing which is a structure or any part thereof, or is attached to, painted on, or in any other manner represented on a building or structure or device; and is used to announce, direct attention to, or advertise; and is visible from any public right-of-way.

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~~AA. Y.~~ **Sign Area** - The entire area made available by the sign structure for the purpose of displaying the advertising message. For painted signs, only that portion of the door, wall, or structure actually devoted to the message and associated symbols and background, if any, is included in the area. The sign area as defined shall be used in determining the allowable square footage of signs. For double faced signs, only one side of the sign shall be counted in the total maximum area.

~~Z.~~ **Snipe Sign** - A small sign of any material, including but not limited to paper, cardboard, wood or metal, attached to any object and having no application to the premises where located.

~~BB. AA.~~ **Temporary Sign** - A sign not permanently affixed to a structure on a property. These signs may be made of materials including, primarily include, but are not limited to, canvas, cloth, rigid plastic, or paper, vinyl cardboard, wood, or metal, and may be a variety of types, including, but not limited to, sandwich bannersboards, banners, or posters, hung on a building wall or on a permanent pole such as on a free-standing sign support. Paper signs may only be used for single day events.

~~CC. BB.~~ **Unlawful Sign** - A sign that was constructed without the necessary permits or approvals of the city.

~~CC.~~ **Video Sign**

~~DD.~~ **Wall Sign** - A sign attached essentially parallel to and extending not more than eight inches from the wall of a building with no copy on the sides or edges. This definition includes signs painted directly on the wall of a building.

~~EE. DD.~~ **Window Sign** - A sign installed on the exterior or on or near the interior of a window for the purpose of viewing from outside the premises.

16.80.005 General Provisions

A. Except as provided in this chapter, a person shall not erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any sign, or cause or permit the same to be done, contrary to or in violation of any of the provisions of the sign standards.

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B. Except as provided in this chapter, a person shall not erect, construct or alter a sign, or permit the same to be done, unless a sign permit has been issued by the city. A sign permit for the construction and continued use of a sign is subject to the terms and conditions stated in the permit and to the sign standards.

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C. An application for sign permit approval is subject to the procedures set forth in this chapter.

D. A sign shall not be constructed on a site that contains an unlawful sign.

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E. The sign standards are not intended to, and do not restrict speech on the basis of its content, viewpoint or message. Any classification of signs in this chapter that permits speech by reason of the type of sign, identity of the sign user or otherwise, shall permit any type of speech on the sign. No part of this chapter shall be construed to favor commercial speech over noncommercial speech. To the extent any provision of this chapter is ambiguous, the term shall be interpreted to not regulate on the basis of speech content, and the interpretation resulting in the least restriction of the content of the sign message shall prevail.

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-16.80.010 Signs in Residential Zones

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A. Permitted Signs

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1. Signs which meet the following regulation are allowed in the R-2.5 Zone: One (1) sign, not over nine (9) square feet in area, at each entrance to an apartment, townhouse or condominium development.

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2. Signs that meet the following regulations are allowed in the R-2.5, R-5 and R-7.5 Zones.

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One (1) name plate, indirectly illuminated or not illuminated, not exceeding one and one-half square feet in area for each building.

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a.

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~~One (1) temporary sign, not illuminated and not exceeding six square feet in during the period the property is for sale, lease or rent. The sign shall be removed within 10 days after the property is sold, leased or rented.~~

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~~b. One (1) temporary sign, not illuminated and not exceeding 32 square feet in area, at each entry to a subdivision during the time the tracts or lots in the subdivision are for sale. The signs shall be removed within 10 days after the tracts or lots are sold.~~

e.b. Homeowner Association Meeting announcements not exceeding 6 3-square feet.

d.c. Changeable copy signs for institutional uses, not exceeding 20 square feet

e.d. One (1) monument sign not exceeding 32 square feet for an institutional use. The sign shall be setback at least 10 feet from the front property line. If the use also has a changeable copy sign it shall be incorporated into the monument sign.

e. One (1) monument sign at each entry to a subdivision not exceeding 32 square feet for the name of a residential subdivision. The sign shall not violate the vision clearance requirements.

f. Temporary Signs:

~~i. One (1) temporary sign, not illuminated, and not exceeding six square feet, and not placed within the right-of-way. ~~in~~ during the period the property is for sale, lease or rent. The sign shall be removed within 10 days after the property is sold, leased or rented.~~

f. ~~ii.~~

~~ii. One (1) temporary sign, not illuminated and not exceeding 32 square feet in area, at each entry to a subdivision during the time the tracts or lots in the subdivision are for sale. The signs shall be removed within 10 days after the tracts or lots are sold.~~

~~g-iii. Temporary political signs may be displayed on a residential property during the period from 120 days before a public election to ten days after the public election.~~

h. ~~iv.~~

~~iv. Temporary signs and banners placed within city right-of-way that are posted by the city or city-sponsored community organizations.~~

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B. Prohibited Signs

The following signs are prohibited in all Residential zones:

- 1. Ground or pole signs
- 2. Roof signs
- 3. Projecting signs
- 4. Temporary signs, except as permitted in Section for residential zones above 16.8019.0130(A)(2)
- 5. Snipe Sign
- 6-5. Murals

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16.80.015 Signs in Commercial Zones

A. Permitted Signs

- 1. Signs which meet the following regulations are allowed in the C-1 Zone.
 - a. One awning or canopy sign not exceeding five (5) square feet for each building occupancy.
 - b. In cases where the main entrance to a business is from the front wall of a structure, one (1) wall sign for each business affixed to the front wall of a structure with a maximum of one square foot of area for each lineal foot of building occupancy.
 - c. In cases where the main entrance to a business is from the front wall of a structure, one (1) wall sign for each business affixed to a side or rear wall of a building with a maximum of one-half square foot of sign area for each lineal foot of building occupancy.
 - d. In cases where the main entrance to a business is from a side wall of a structure, one (1) wall sign for each business affixed to the side wall of the building with a maximum of one square foot of sign area for each lineal foot of building occupancy.

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e. A sign is not allowed on the side or rear wall of a building if the wall is adjacent to, or across the street from a residential zone.

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f. Window sign, provided that not more than 25% of a window is included in a window sign.

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g. A mural meeting the definition under Section 16.80.00 will be allowed with no maximum size.

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h. Projecting signs meeting the definition under Section 16.80.000 Projecting signs shall be at least 8 feet over the grade adjacent to the building. Projecting signs may project one foot if at least 8 feet above grade and increase one foot of projection for each one foot of elevation over 8 feet to a maximum projection of 3 feet.

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i. One monument sign meeting the definition under Section 16.80.00, not exceeding 32 square feet for institutional uses.

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j. One changeable copy sign incorporated into the allowable square footage of signs for the property.

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k. Temporary Signs:

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i. A temporary sign posted on a property that is for sale. The signs shall not be illuminated, shall not exceed thirty-two (32) square feet and shall not be placed within the right-of-way. The sign shall be removed within 10 days after the property is sold, leased or rented.

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ii. Temporary signs and banners placed within city right-of-way that are posted by the city or city-sponsored community organizations.

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iii. Temporary political signs not placed within any city right of way.

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iv. All other temporary signs not placed within any city right of way.

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2. Signs which meet the following regulations are allowed in the C-2 Zone.

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a. One awning or canopy sign not exceeding five (5) square feet for each building occupancy.

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b. In cases where the main entrance to a business is from the front wall of a structure, one (1) wall sign for

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each business affixed to the front wall of a structure with a maximum of one square foot of area for each lineal foot of building occupancy.

c. In cases where the main entrance to a business is from the front wall of a structure, one (1) wall sign for each business affixed to a side or rear wall of a building with a maximum of one-half square foot of sign area for each lineal foot of building occupancy.

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d. In cases where the main entrance to a business is from a side wall of a structure, one (1) wall sign for each business affixed to the side wall of the building with a maximum of one square foot of sign area for each lineal foot of building occupancy.

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e. No sign shall be allowed on the side or rear wall of a building if the wall is adjacent to, or across the street from a residential zone.

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f. Window sign, provided that not more than 25% of a window's area is included in a window sign.

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g. ~~g.~~ One monument sign not exceeding 32 square feet for each driveway, except that monument signs shall not be located adjacent to, or across from residential zones.

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h. For properties with greater than 200 feet of total street frontage, one monument sign for each street frontage with a maximum area of 1/2 square foot per lineal foot of property frontage with a maximum area of 50 square feet for each sign. Such sign shall not be in addition to the monument sign allowed in subsection g of this section.

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i. A mural meeting the definition under Section 16.80.000 is allowed with no maximum size.

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j. One changeable copy sign incorporated into the allowable square footage of signs for the property.

Temporary Signs:-

i. A temporary sign posted on a property that is for sale, lease or rental does not require a permit from the city. The signs shall not be illuminated, shall not exceed thirty-two (32) square feet and shall not be placed within the right-of-way. The sign shall be removed within 10 days after the property is sold, leased or rented.

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- ii. Temporary signs and banners placed within city right-of-way that are posted by the city or city-sponsored community organizations.
- iii. Temporary political signs not placed within any city right of way.
- iv. All other temporary signs not placed within any city right of way.

B. Prohibited Signs

1. The following signs are prohibited in the C-1 Zone:

- a. Ground and pole signs
- b. Roof signs
- c. Temporary signs placed within the city right-of-way, except as permitted above.
- ~~c. Snipe sign~~

2. The following signs are prohibited in the C-2 Zone:

- a. Ground or pole sign
- b. Roof signs
- c. Projecting signs
- ~~d.~~
- d. Temporary signs placed within the city right-of-way, except as permitted above.
- ~~d. Snipe sign~~

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-16.80.020 Signs in Neighborhood Community Zone

A. Permitted Signs

Signs located in the NC Zone:

- 1.- Signs located in the residential portions of the NC zone shall comply with signs allowed in Section 16.80.010.

- 2. Signs located in the commercial portions and mixed use areas of the NC zone shall comply with signs allowed in the C-1 zone.

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3. Signs in mixed use areas shall comply with signs allowed in C-1 zone.

3. Temporary Signs:

- i. A temporary sign posted on a property that is for sale, lease or rental. The signs shall not be illuminated, shall not exceed six (6) square feet, and shall not be placed within the right-of-way. The sign shall be removed within 10 days after the property is sold, leased or rented.
- ii. One (1) temporary sign, not illuminated and not exceeding 32 square feet in area, at each entry to a subdivision during the time the tracts or lots in the subdivision are for sale. The signs shall be removed within 10 days after the tracts or lots are sold.
- i. Temporary signs and banners placed within city right-of-way that are posted by the city or city-sponsored community organizations.
- ii. Temporary political signs may be displayed on a residential property during the period from 120 days before a public election to ten days after the public election.

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B. Prohibited Signs

- 1. Ground and pole signs
- 2. Roof signs
- 3. Temporary signs signs placed within the city right of way, except as permitted above in Section 16.80.010(A)(2)

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4. Snipe Sign

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-16.80.025 Signs in Industrial Zones

A. Permitted Signs

- 1. Signs that meet the following regulations are allowed in the M-1 Zone.
 - a. One wall sign a maximum of 32 square feet for each business located on a property.
 - b. A sign is not allowed on the side or rear wall of a building if the wall is adjacent to, or across the street from a residential zone.
 - c. One monument sign not exceeding 32 square feet for each driveway, except that monument signs are not allowed adjacent to, or across from a residential zone.

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d. A mural meeting the definition under Section 16.80.000 ~~19.010~~ is allowed with no maximum size.

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e. -Temporary Signs:-

i. A temporary sign posted on a property that is for sale, lease or rental. The signs shall not be illuminated, shall not exceed thirty-two (32) square feet and shall not be placed within the right-of-way. The sign shall be removed within 10 days after the property is sold, leased or rented.

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ii. Temporary signs and banners placed within city right-of-way that are posted by the city or city-sponsored community organizations.-

iii. Temporary political signs-

iv. All other temporary signs not placed within any city right of way.-

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2. Signs that meet the following regulations are allowed in the M-2 Zone.

a. One wall sign a maximum of 32 square feet for each business located on a property.

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b. A sign is not allowed on the side or rear wall of a building if the wall is adjacent to, or across the street from a residential zone.

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c. One monument sign not exceeding 32 square feet for each driveway, except that monument signs shall not be located adjacent to, or across from residential zones.

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d. A mural meeting the definition under Section 16.80.000 is allowed with no maximum size.

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f. -Temporary Signs:

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i. A temporary sign posted on a property that is for sale, lease or rental does not require a permit from the city. The signs shall not be illuminated, shall not exceed thirty-two (32) square feet and shall not be placed within the right-of-way. The sign shall be removed within 10 days after the property is sold, leased or rented.

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ii. Temporary signs and banners placed within city right-of-way that are posted by the city or city-sponsored community organizations.

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iii. Temporary political signs

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iv. All other temporary signs not placed within any city right of way.

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B. Prohibited Signs

1. Signs prohibited in the M-1 Zone:

- a. Ground or pole sign
- b. Roof signs
- c. Projecting signs
- d. ~~Snipe sign~~
- e. Changeable copy sign, except gasoline price signs

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f. Temporary signs placed within the city right-of-way, except as permitted above.

2. Signs prohibited in the M-2 Zone

- a. Ground or pole sign
- b. Roof signs
- c. Projecting signs
- d. ~~Snipe sign~~
- e. ~~Changeable copy sign, except gasoline price signs~~

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d. Changeable copy sign, except gasoline price signs

ef. Temporary signs placed within the city right-of-way, except as permitted above.

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~~16.80.030 Temporary Signs~~

~~The following temporary signs are permitted in all zones~~

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- A. ~~Temporary signs and banners, posted by the city or community organizations for a maximum period of six months from the date a permit is issued.~~
- B. ~~A temporary sign posted on a property that is for sale, lease or rental does not require a permit from the city. The signs shall not be illuminated, shall not exceed thirty-two (32) square foot area and shall not be placed within the right-of-way. The sign shall be removed within 10 days after the property is sold, leased or rented.~~
- D. ~~Portable signs are considered temporary signs for the purposes of this ordinance.~~
- E. ~~All temporary signs that require a permit shall also pay a deposit to the city. The deposit shall be returned in full once all signs are removed from the city and disposed of or stored within the time limits of the sign permits. If a sign is not removed within the time period of the permit, the city may use the deposit to defray the costs of removing the sign.~~
- F. ~~Only one temporary sign permit shall be issued per business in any six month period of the calendar year. A temporary sign permit shall be issued for a maximum of 6 signs.~~

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-16.80.035 Additional Regulations Applicable to all Zones.

- A. Lighting exterior to the structures shall be shielded in such a manner as to confine emitted light within the boundary of the property from which it originated except lighting installed to illuminate the American Flag or Oregon State Flag may project into the air to properly illuminate the flag, however, such lighting shall not project onto adjacent property or into a public right of way.
- B. When a sign is removed or replaced, all brackets, poles, and other structural elements that supported the sign and are not being used for the new sign shall also be removed. Affected building surfaces shall be restored to match the adjacent portion of the structure.
- C. Signs and supporting hardware, including temporary signs and time/temperature signs shall be structurally safe, clean, free of visible defects, and functioning properly at all times. Repairs to signs shall be equal to or better in quality of materials and design than the original sign.
- D. All signs shall be maintained at all times in a state of good repair, and no person shall maintain or permit to be maintained on any premises owned or controlled by him/her, any sign which is in a sagging, leaning, fallen, decayed, deteriorated, or otherwise dilapidated or in an unsafe condition.

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-16.80.040 Abandoned Signs

Any sign that is unused for more than 90 consecutive days shall be deemed abandoned and shall be removed by the property owner, except that if the sign is in a vacant commercial or industrial space, the sign may remain provided there is an active attempt to obtain tenants for the space and provided all advertising copy is removed and a blank sign face is maintained.

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For the purposes of this Section, "unused" shall mean the absence of copy or advertising message or the sign is on a property that is not in use.

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-16.80.045 Non-Conforming Signs

A. Non-conforming signs may continue to exist, subject to the following provisions:

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1. Any sign that does was approved under previous regulations, or for which a variance was granted, shall either be removed or brought into compliance with this ordinance as a condition of approval of design review on the appurtenant property.

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2. Temporary and portable signs that are not in conformance with the provisions of this Ordinance shall be regarded as non-conforming and shall be removed within 90 days of the effective date of this ordinance.

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3. No additions or enlargements may be made to a non-conforming sign except those additions or enlargements that are required by law.

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4. A sign that is moved, replaced, or structurally altered shall be brought into conformance with this section, except that:

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a. Non-conforming signs may be repaired and maintained and may have the sign copy changed. A sign may be removed from its sign structure for repair or maintenance if a permit is obtained under this section.

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b. Non-conforming signs may be structurally altered when the alteration is necessary for structural safety.

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c. Non-conforming signs may be reconstructed if required to be moved for construction or repair of public works or public utilities and the sign reconstruction is completed within ninety days after the completion of the public works or public utility construction or repair.

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5. A non-conforming sign that is damaged shall not be repaired if the estimated expense to repair the sign exceeds fifty percent of the replacement cost of the sign as of the day before the sign was damaged. A damaged non-conforming sign that cannot be repaired shall be removed within ninety days of the date the sign was damaged. As used herein, "non-conforming sign" includes the sign structure, foundation and supports.

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6. Whenever a non-conforming sign is damaged and the estimated cost to repair the sign is fifty percent or less of its replacement value as of the day before the sign was damaged, it may be repaired and restored to the condition it was in before it was damaged and may continue to be used as a non-conforming sign, provided that such repairs and restoration are started within ninety days of the date the sign was damaged and are diligently pursued thereafter.

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7. Whenever repair and/or restoration to a damaged non-conforming sign is not started within ninety days of the date the sign is damaged or is diligently pursued once started, the sign shall be deemed abandoned.

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8. Abandoned signs shall not be permitted as non-conforming signs.

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9. No non-conforming sign shall be permitted to remain unless properly repaired and maintained as provided in this section. A sign maintained in violation of this provision shall be removed as provided in Section A.1. of this Section. Any non-conforming sign that is determined by the building official to be an unsafe sign shall be removed as provided by Section A.5. of this Section. Any non-conforming sign determined by the city manager to be an abandoned sign shall be removed as provided in subsection A.7. of this section.

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~~B.~~ Nothing in this section shall be deemed to prevent the maintenance of any sign, or regular manual changes of sign copy on a sign.

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C. This section shall not require the removal or modification of a sign if the sign is in good condition, and located on a historically significant structure or object as recognized in the Comprehensive Plan.

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~~C. This section shall not require the removal or modification of a sign if the sign is in good condition, and located on a historically significant structure or object as recognized in the Comprehensive Plan.~~

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Chapter 6.15 BUSINESS LICENSES

.010 Purpose.

This Chapter is designed to provide revenue for municipal purposes and has no regulatory purpose whatsoever. Issuance of a Business License by the City is not to be construed nor is it permission or license to engage in any business activity or occupation. The fees, penalties and other charges required or imposed are in addition to any other regulatory or non-regulatory certificate, license or permit fee that may be required by any federal, state or local jurisdiction including the City.

.020 Definitions

As used in this Chapter:

- A. “Business” includes all professions, trades, occupations, shops, apartments, tenements, office buildings and every kind of calling carried on for profit or livelihood.
- B. “Certificate of Compliance” “Certificate” “License” means the document issued upon full compliance with the terms of this Chapter for the tax year in question.
- C. “City” means the City of North Plains, Oregon.
- D. “Employee” means any person working for, within or under the auspices of a business (other than a bona fide independent contractor or leased employee) regardless of the employment, management or ownership status of that person; including common law and statutory wage earning, commission and salaried employees, executive and common employees, agents, sales representatives, sole proprietors, partners, corporate officers and any and all persons associated directly with the business.
- E. “Exemption certificate” means a document issued by the City in lieu of a License to businesses and activities qualifying under Section .030.
- F. “Motor vehicle for hire” means a motor vehicle used in the transportation of passengers for hire (including a taxicab or limousine) not operating over a fixed and definite route as well as a shuttle car that may operate under a fixed route and time schedule.
- G. “Person” includes all domestic and foreign corporations, associations, syndicates, partnerships, joint ventures and individuals transacting and carrying on any business in the City excepting individuals whose compensation is based on an hourly, daily, weekly, monthly or annual wage or salary.
- H. “Transfer” means to transfer ownership or name of a business. It does not mean a change in business location.

.030 License or Certificate Required

- A. Except as provided in subsection (B), any person operating or carrying on business in the City shall obtain a Certificate of Compliance and pay the required fee with the exception of businesses specifically exempted from payment thereof by state or federal law.
- B. In lieu of a Certificate of Compliance and the requirement to pay related fees, an Exemption Certificate shall be issued without charge to businesses and activities described in (1) through (6) below. Notwithstanding the foregoing, a qualifying business or activity must complete and file an initial and thereafter an annual renewal Exemption Certificate application. Businesses and activities qualified under this provision are:
 - 1. Religious, educational, governmental and charitable organizations specifically exempt from taxation under the Federal Internal Revenue Code;
 - 2. Utilities franchised by and paying a franchise fee to the City;
 - 3. Any business or occupation specifically exempt from the payment of a non-regulatory business license fees under state law or federal law;
 - 4. Any household or garage sale.
 - 5. Any contractor or landscape contractor which is exempt from payment of a business license fee under state law;
 - 6. Participants selling goods or services at an event presented by organizations listed in (1) or by the City;
 - 7. Producers of farm products raised in Oregon, produced by themselves or their immediate families and sold by them or by a member of their immediate family;
 - 8. Renting or leasing of residential real property, consisting of two or fewer dwelling units.

.040 Fees – Generally

- A. There is imposed upon Businesses fees in amount(s) prescribed by Council resolution. It is unlawful for any person to conduct business in the City without first having paid said fees and obtained a Certificate of Compliance and renewing the license for each year thereafter the Business is conducted in the City.
- B. A Certificate of Compliance or an Exemption Certificate shall be effective on the date of its issuance and shall be renewed annually thereafter on that date.
- C. The fee imposed by this section is due not later than the issuance date for the Certificate of Compliance and annually by that date thereafter. A fee will be deemed delinquent thirty (30) days after it is due. Fees are neither refundable nor prorated.
- D. Each branch or location of a business shall obtain a separate Certificate excepting warehouses used only in connection with a licensed business.

- E. The agent(s) of a nonresident business for which a Certificate is required shall be jointly liable for payment of the fee and for any penalties for failure to pay the fee or to comply with this Chapter's provisions to the extent and with like effect as if such agent or agents were themselves proprietors.

.050 Presumption of doing business.

A person is presumed to be doing business in the City and subject to this Chapter if engaged in any of the following activities:

- A. Advertising or otherwise professing to be doing business within the City;
- B. Delivering goods or providing services to customers within the City;
- C. Owning, leasing or renting personal or real property within the City which is used in a trade or business;
- D. Engaging in any transaction involving the production of income from holding property or the gain from the sale of property, which is not otherwise exempted in this Chapter. Property may be personal, including intangible or real in nature; or
- E. Engaging in any activity in pursuit of gain which is not otherwise exempted in this Chapter.

.060 Fee

The fee for issuance of a Certificate of Compliance shall be set by City Council resolution.

.070 Businesses not operating from a facility within the City.

Unless otherwise provided in Section .030 all persons doing business within the City are subject to provisions of this Chapter regardless of the location of the facility used as the base for conducting such business.

.080 Application procedures

- A. All licenses shall be issued by the City Recorder upon written application provided by the City Recorder.
- B. If more than one business takes place at the same location and is operated under the same ownership but is operated under other business name(s), one application may be filed provided each business is clearly and separately identified and all relevant information is included in the unified application.
- C. No Certificate may be transferred without written application to the City Recorder. An entry of a transfer shall be made by the Recorder in the License records for which the Recorder shall charge and receive a fee as established by Council resolution.
- D. An application for an initial Certificate of Compliance or an application for a change in address due to the relocation of a currently licensed business shall be accompanied by full

payment of an application fee. No such application shall be accepted by the City Recorder unless all information contained therein is complete.

.090 Falsifying application information – Failure to comply

- A. No person shall make any false or misleading statement to the City Recorder for determining the amount of any fee to be paid the City or to fail to comply with any provision(s) of this Chapter.

- B. In the event a person fails, refuses or neglects to obtain the Certificate before it becomes delinquent, the Recorder shall collect a penalty of five percent (5%) for each calendar month or fraction thereof for the period of the delinquency which sum shall be in addition to the required fee.

.100 Violation does not exempt payment of fee.

Violation of any provision of this Chapter does not operate to relieve a Business of liability for paying any fee or penalty for which such Business is liable nor shall payment of any such fee or penalty be a bar to or prevent any judicial proceedings being brought by the City for violations of this Chapter.



CITY OF NORTH PLAINS

31360 NW Commercial Street, North Plains, Oregon 97133

Date: May 1, 2013
To: Mayor and City Council
From: Martha DeBry, City Manager
Subject: Introduction of Ordinance No. XXX amending Sign Ordinance Section 16.80.045 **(12-009-01-ZDA)**

Request: Council consider introduction of Ordinance No. XXX amending the municipal code section related to signs.

Background: As discussed with the City Council on April 1, 2013, McDonald's is requesting that Council provide relief from a requirement in the sign ordinance that requires non-conforming signs be brought into conformance upon approval of a design review.

The Planning Commission has reviewed the ordinance prior to and in light of McDonald's request and continues to support enforcement of the ordinance as written.

In an unusual circumstance, staff presented alternatives to the Planning Commission's recommendation. The City Attorney advised that neither a variance or exception from the non-conforming use code was practical, and the only way to provide relief to McDonald's was for Council was to amend the sign code.

Staff was asked to invite the owners of the 3 non-conforming to comment on the sign ordinance (Chevron, McDonald's and 76 which are all located at Glencoe and Highland Court). McDonald's has provided a written response which is in Council's packet and will be present on May 6. At the time of this staff report no comments have been received from the other owners.

McDonald's is asking that the Council amend the ordinance to grandfather the sign so that it can remain on permanent basis.

City Council has a variety of options:

- 1) Adopt only the changes recommended by the Planning Commission which is contained in Exhibit A to the Ordinance
- 2) Adopt the changes recommended by the Planning Commission, with an amendment to 16.80.045.A.1 changing the trigger for conformance:

- **16.80.045.A.1** Any sign that was approved under previous regulations, or for which a variance was granted, shall either be removed or brought into compliance with this ordinance ~~as a condition of approval of design review on the appurtenant property. when a permit is required for work on the sign or its appurtenant equipment valued at more than \$25,000.~~
- 3) Adopt the changes recommended by the Planning Commission, with an amendment to include a new section 16.80.045.D which grandfathers all existing highway signs, exempting them from conformance requirements but does not allow for their alteration or replacement:
 - **16.80.045.D Highway Signs.** Any non-conforming sign with a height of 40 feet or more, that was approved under previous regulations, or for which a variance was granted, and which was installed prior to April 1, 2013 will be permitted until such time that all or a portion of the sign is removed or substantially damaged for any reason including acts of god. Highway signs cannot be altered in physical dimensions.
- 4) Adopt the changes recommended by the Planning Commission, with an amendment to include a new sections 16.80.045.A.5 which required highway signs to correct into conformance by a specific date:
 - **16.80.045.A.5** Any non-conforming sign with a height of 40 feet or more must be brought into conformance by DATE TO BE SPECIFIED.
- 5) Take no action.

Fiscal Impact: Adoption of the ordinance has no fiscal impact on the City.

Environmental Issues: None identified.

Recommendation: The City Council read Ordinance No. XXX by title only for the first time with an amendment to allow highway signs which must also be read aloud.

Sample Motion: I move to adopt Ordinance XXX with the amended language from Option ____.



CITY OF NORTH PLAINS

31360 NW Commercial Street, North Plains, Oregon 97133

Date: May 1, 2013
To: Mayor and City Council
From: Martha DeBry, City Manager
Subject: Introduction of Ordinance No. XXX amending Sign Ordinance Section 16.80.045 **(12-009-01-ZDA)**

Request: Council consider introduction of Ordinance No. XXX amending the municipal code section related to signs.

Background: The Planning Commission has been in the process of reviewing many sections of the zoning ordinance, and recommended approval of changes to Council. In the time between the Commission's and Council's review an issue concerning an existing business arose, and the City Attorney has recommended the City consider changing its sign ordinance. Specifically, McDonald's has requested relief from the requirement to remove their pole signs, following the approval of the design review of the building.

City ordinance as written requires all non-conforming uses to be corrected into conformance upon the approval of a design review. McDonald's signs exceed the height limitation of 15 feet and pole signs in general do not conform with the code which now promotes lower profile monument signs. (A monument sign is one that has a solid supporting base equal to or greater than the width of the sign face, generally made of stone, masonry, or concrete, with no separations between the sign and the base.)

Staff advised McDonald's of the need to bring the sign into conformance when the design review was considered. At that time McDonald's advised it may not proceed with its project to invest several hundred thousands of dollars into the expansion of the store at Glencoe Road and Highland Court, if a condition was the removal of the highway sign that is approximately 80 feet high.

McDonald's recently requested that the City consider either a variance or non-conforming use permit to allow them to continue using the sign. The business has realized a decline in business while the Glencoe Interchange Project started construction, and the business owner advises that the loss of the sign would present a long-term detriment to his business. The value of the sign itself was about \$100,000 when it was installed in 1994.

The City Attorney reviewed the request and the code and advised staff that neither a variance or non-conforming use permit are appropriate in this instance. The Attorney recommended either:

1. enforcing the code as is or
2. amending the code to allow highway signs to be retained.

The City Council approved all of the recommendations for changes to the code associated with Planning File **12-009-01-ZDA** in February except for the section related to signs, and asked that the Planning Commission reconsider the ordinance section.

Staff presented this issue to the Planning Commission, which has recommended that no further change in the code be made. The Commission expressed opinions that a time frame could be negotiated to bring McDonald's into conformance, and that the restrictive nature of the code was established to eliminate tall highway signs.

City Council has a variety of options:

- 1) Adopt only the changes recommended by the Planning Commission which is contained in Exhibit A to the Ordinance
- 2) Adopt the changes recommended by the Planning Commission, with an amendment to 16.80.045.A.1 changing the trigger for conformance:
 - **16.80.045.A.1** Any sign that was approved under previous regulations, or for which a variance was granted, shall either be removed or brought into compliance with this ordinance ~~as a condition of approval of design review on the appurtenant property.~~ when a permit is required for work on the sign or its appurtenant equipment valued at more than \$25,000.
- 3) Adopt the changes recommended by the Planning Commission, with an amendment to include a new section 16.80.045.D which grandfathers all existing highway signs, exempting them from conformance requirements but does not allow for their alteration or replacement:
 - **16.80.045.D Highway Signs.** Any non-conforming sign with a height of 40 feet or more, that was approved under previous regulations, or for which a variance was granted, and which was installed prior to April 1, 2013 will be permitted until such time that all or a portion of the sign is removed or substantially damaged for any reason including acts of god. Highway signs cannot be altered in physical dimensions.
- 4) Adopt the changes recommended by the Planning Commission, with an amendment to include a new sections 16.80.045.A.5 which required highway signs to correct into conformance by a specific date:
 - **16.80.045.A.5** Any non-conforming sign with a height of 40 feet or more must be brought into conformance by DATE TO BE SPECIFIED.
- 5) Take no action.

Staff is recommending Council consider options that allows McDonald's, 76 and Chevron to retain their highway signs, as they present no specific detriment to the City.

Fiscal Impact: Adoption of the ordinance has no fiscal impact on the City.

Environmental Issues: None identified.

Recommendation: The City Council read Ordinance No. XXX by title only for the first time with an amendment to allow highway signs which must also be read aloud.

Sample Motion: I move to adopt Ordinance XXX with the amended language from Option ____.



Glenda Hollenbeck
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April 29, 2013

VIA EMAIL

Mayor David Hatcher
City Manager Martha DeBry
and City Council Members
City of North Plains

Re: North Plains City Council Meeting May 6, 2013
Agenda Item: Ordinance Amendment regarding signage

Dear Mayor Hatcher, City Manager DeBry and Members of the City Council:

McDonald's developed a restaurant in North Plains in 1994. At the time we made the decision to locate in North Plains; it was much more rural and less populated than it is today. However, we knew that North Plains would grow to become an attractive community in which to live and we hoped that our business would also grow with it.

We also chose to locate at this site in North Plains near Highway 26 so that we could provide a service to highway travelers. We erected a highway sign to alert traffic that food was available at the North Plains interchange. Recently, when we made contact with the City to discuss a major remodel and architectural upgrade of our restaurant, we were informed that a permit would be contingent upon the sign being brought into compliance with your new sign code. Our pole sign which can be seen from the highway would have to come down.

Since McDonald's opened its doors, we have appreciated the support of the local population and business community. McDonald's Franchisee, James Monroe, has been a community supporter of local organizations such as North Plains Baseball; Knights of Pythias; Summer Fest and the Garlic Festival, to name a few. It is our culture to give back to the communities where we are located.

McDonald's and its Franchisee are now poised to invest over \$1.5 million dollars to remodel our building and enhance our drive-thru operation, bringing it up to our new standards. This remodel is planned with the assumption that the volume would continue to grow to make our investment in this location a sound business decision. It is also based on the ability to continue to draw traffic seeking food and fuel from the highway. The loss of a high-rise sign in this location would be extremely impactful to our business and would cause the company to reconsider a remodel investment in North Plains.

We would appreciate the City Council's consideration of an amendment to the ordinance or a grandfather clause for our sign and the two gas station signs that are located at the Highway 26 interchange. These signs are meant to be near and visible to highway traffic since our businesses not only serve your community but they assist travelers by advertising highway services. We understand that the current approval for McDonald's remodel permit would mean our sign would have to come down at the end of a four year period. This will not be an acceptable alternative for our business, as we are planning a substantial reinvestment for this location and we will always need to rely on that sign to sustain our business. We feel strongly that the existing high-rise signs should be protected, with no set time frame for compliance with the new sign code, as long there are no structural changes to the signs while our

May 2, 2013

businesses are operating in North Plains. We ask that the City Council consider a change to the ordinance that allows these signs to remain and also that they are not affected by Design Review applications. We ask for your support to keep our North Plains McDonald's viable and sustainable.

Thank you for your consideration of these comments.

Very truly yours,

McDonald's USA, LLC

Glenda Hollenbeck

Glenda Hollenbeck
Regional Property Manager

Cc: Stephanie Hipp, Legal Counsel, McDonald's
Robert Stamm, Development Director, Northwest Region
James Monroe II, McDonald's Franchisee

ORDINANCE NO.

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORTH PLAINS OREGON, APPROVING AMENDMENTS OF MUNICIPAL CODE CHAPTER 16.00 SERIES ZONING AND DEVELOPMENT CODE: 12-009-01-ZDA

THE NORTH PLAINS CITY COUNCIL FINDS:

WHEREAS, the City adopted its last revision to Code Chapter 16 by Ordinance No. 392, adopted on February 6, 2012;

WHEREAS, the City Council of the City of North Plains finds the current Municipal Code Zoning and Development Standard Chapters need to be amended as follows: R-5 Zone to increase the minimum lot size of duplex, triplex, and attached family homes to 4,000 square feet, to modify setback and height standards, modify lot coverage standards, make grammatical revisions, correct errors, clarify language, clarify the sign code chapter, edit definitions, omit staff position titles throughout the code, and to clarify application procedures and requirements; and

WHEREAS, the City Council finds that notice of the proposed amendments were mailed to the State Department of Land Conservation and Development a minimum of 45 days before the initial hearing; and

WHEREAS, the Planning Commission held a public hearing on the proposed amendments during its December 12, 2012 and January 9, 2013, regular meetings and recommended approval of the proposed revisions to the City Council; and

NOW THEREFORE, THE CITY OF NORTH PLAINS, OREGON, ORDAINS AS FOLLOWS:

- Section 1. Adopt revised Municipal Code Chapter 16.00 series Zoning and Development Standards pursuant to the findings contained in the Staff Report; a copy of which is marked Exhibit "A."
- Section 2. Severability. If any provision of this Ordinance or its application to any person or circumstances is held to be unconstitutional or invalid for any reason, the remainder of this Ordinance or the application of the provisions to other persons or circumstances shall not be affected.
- Section 3. **Effective Date. This ordinance takes effect June 3, 2013.**

INTRODUCED for first reading on the 6th day of May, 2013, for second reading **AND**

ADOPTION on the _____, 2013.

CITY OF NORTH PLAINS, OREGON

By: _____
David Hatcher, Mayor

ATTEST:

By: _____
Martha DeBry, City Manager/City Recorder

Chapter 16.80 SIGN STANDARDS

16.80.000 Definitions

The following terms are defined for the purpose of this chapter in order to provide clarification of certain words or terms used in the Ordinance.

- A. **Abandoned sign** - A sign or sign structure where:
 - 1. A sign is no longer in use. Discontinuance of sign use may be shown by cessation of use of the premises where the sign is located;
 - 2. A sign has been damaged, in excess of 50% of the value of the sign, and repairs and restoration are not started within ninety days of the date the sign was damaged, or are not diligently pursued, once started.

- B. **Awning** - A shelter projecting from and supported by the exterior wall of a building constructed of rigid or non-rigid materials on a supporting framework.

- C. **Awning Sign** - A sign affixed or applied to the exterior facing surface or surfaces of an awning or a sign hanging from the supports of an awning, provided that the clearance below the sign shall be at least 8 feet.

- D. **Building Frontage, Primary** -The portion of a building face most closely in alignment with an adjacent right-of-way. A gasoline service station may use the overhanging canopy as a substitute for building frontage when computing the allowable sign area. The longest side of the canopy shall be used to compute the allowable sign area.

- E. **Building Wall, Side** - The wall of a building most nearly perpendicular with a street abutting the buildings lot regardless of whether such is functionally the front, rear, end or side of the building.

- F. **Canopy** - A permanent roof-like structure projecting from a building and open on at least one side for the purpose of shielding a pedestrian walkway from the elements, or a freestanding roof-like structure supported by columns intended to shield a vehicular driveway or service area from the elements.

- G. **Canopy Sign** - A sign, affixed or applied to, a canopy or eve, at any angle relative to the adjacent wall, the lowest portion of which is at least eight (8) feet above the underlying grade.

- H. **Changeable Copy Sign** - A sign whose informational content can be changed or altered by manual, electric, electro-mechanical, electronic or optical means.

- I. **Copy** - The graphic content of a sign surface in either permanent or removable letter, pictographic, symbolic, or alphabetic form.

- J. **Electronic Message Sign** - A permanent sign providing information in both a horizontal and vertical format (as opposed to linear) sign copy, on which copy is created through use of a pattern of lights in a dot matrix configuration, which may be changed intermittently. Electronic message signs permitted under this chapter shall comply with the following standards:
 - 1. The rate of change for sign copy from one message to another message shall be no more frequent than every eight seconds and the actual copy change shall be accomplished in four seconds or less. Once changed, the copy shall remain static until the next change.
 - 2. Displays may travel horizontally or scroll vertically onto electronic message signs, but must hold in a static position after completing the travel or scroll.
 - 3. Electronic message signs requiring more than four seconds to change from one copy to another shall be turned off during the change interval.
 - 4. Sign copy shall not appear to flash, display videos, undulate, or pulse, or portray explosions, fireworks, flashes of lights, or blinking of chasing lights. Copy shall not appear to move toward or away from the viewer, expand or contract, bounce, rotate, spin, twist, or otherwise portray graphics or animation as it moves onto, is displayed on, or leaves the sign face.
 - 5. No electronic message sign lamp may be illuminated to a degree of brightness that is greater than necessary for adequate visibility. In no case may the brightness exceed eight thousand nits or equivalent candelas during daylight hours, or one thousand nits or equivalent candelas between dusk and dawn. Signs found to be too bright shall be adjusted or removed as directed by the city manager.

- K. **Frontage** - The length of the property line of any one premises along a public right-of-way on which it borders. In the case of a corner lot, the frontage shall be the narrowest street frontage.

- L. **Front Wall** - The front wall of a structure shall be the wall of a structure most parallel to the frontage of the property.

- M. **Grade** - Grade is the average level of the ground measured five feet from either end of the base of the sign, parallel to the sign face. For signs mounted on buildings, the grade is the average level of the sidewalk, alley or ground below the mounted sign measured five feet from either end of the sign face.

- N. **Ground Sign** - A permanently affixed sign which is wholly independent of a building for support.

- O. **Height** - The height of a sign is the vertical distance measured from the highest point of the sign to the grade of the adjacent street or the surface grade beneath the sign, whichever is greater.
- P. **Home Occupation Sign**- Such sign shall not exceed four square feet, pursuant to Chapter 16.85.005
- Q. **Monument Sign** - A sign that has a solid supporting base equal to or greater than the width of the sign face, generally made of stone, masonry, or concrete, with no separations between the sign and the base.
- R. **Mural** - Any pictorial or graphic decoration, other than a sign which is applied directly to a structure and is neither used for, or intended to achieve the purposes of, advertising by the use of lettering or script to draw attention to or to direct the observer to a particular business or business location, nor to draw attention to specific products, goods or service by the use of a brand name, trademark, copyright or any other device restricted in use without permission of the owner.
- S. **Name Plate** - A non-electric on-premise identification sign giving only the name, address, and or occupation of an occupant or group of occupants.
- T. **Non-Conforming Sign** - A sign which was erected legally, but which does not comply with subsequently enacted sign restrictions and regulations.
- U. **Pan Chanel sign** - A sign not contained in a sign box, but rather the lettering and sign logos act as their own sign cabinet.
- V. **Pole sign** - A sign that is a freestanding sign connected to the ground by one or more supports with the lower edge of the sign separated vertically from the ground by a distance of nine feet or greater as measured from grade.
- W. **Projecting sign** - A sign that is wholly or partly dependent upon a building for support and which projects more than 12 inches from such building. Maximum projection shall be three feet and maximum thickness shall be one foot. A projecting sign shall not project above a roof line.
- X. **Roof Line** - Either the eaves of the roof or the top of the parapet, at the exterior wall. (A "mansard roof" is below the top of a parapet and is considered a wall for sign purposes.)
- Y. **Roof Sign** - Any sign erected over or on the roof line of a building.
- Z. **Sign** - Any writing, including letter, word, or numeral; pictorial presentation, emblem, including device, symbol or trademark; flag, including banner or pennant; or any other device, figure or similar thing which is a structure or any part thereof, or is attached to, painted on, or in any other manner represented on a building or

structure or device; and is used to announce, direct attention to, or advertise; and is visible from any public right-of-way.

- AA. **Sign Area** - The entire area made available by the sign structure for the purpose of displaying the advertising message. For painted signs, only that portion of the door, wall, or structure actually devoted to the message and associated symbols and background, if any, is included in the area. The sign area as defined shall be used in determining the allowable square footage of signs. For double faced signs, only one side of the sign shall be counted in the total maximum area.
- BB. **Temporary Sign** - A sign not permanently affixed to a structure. These signs may be made of materials including, but not limited to, canvas, cloth, plastic, paper, cardboard, wood, or metal, and may be a variety of types, including, but not limited to, sandwich boards, banners, or posters.
- CC. **Unlawful Sign** - A sign that was constructed without the necessary permits or approvals of the city.
- DD. **Wall Sign** - A sign attached essentially parallel to and extending not more than eight inches from the wall of a building with no copy on the sides or edges. This definition includes signs painted directly on the wall of a building.
- EE. **Window Sign** - A sign installed on the exterior or on or near the interior of a window for the purpose of viewing from outside the premises.

16.80.005 General Provisions

- A. Except as provided in this chapter, a person shall not erect, construct, enlarge, alter, repair, move, improve, remove, convert, demolish, equip, use or maintain any sign, or cause or permit the same to be done, contrary to or in violation of any of the provisions of the sign standards.
- B. Except as provided in this chapter, a person shall not erect, construct or alter a sign, or permit the same to be done, unless a sign permit has been issued by the city. A sign permit for the construction and continued use of a sign is subject to the terms and conditions stated in the permit and to the sign standards.
- C. An application for sign permit approval is subject to the procedures set forth in this chapter.
- D. A sign shall not be constructed on a site that contains an unlawful sign.
- E. The sign standards are not intended to, and do not restrict speech on the basis of its content, viewpoint or message. Any classification of signs in this chapter that permits speech by reason of the type of sign, identity of the sign user or otherwise, shall permit any type of speech on the sign. No part of this chapter shall be construed to favor commercial speech over noncommercial speech. To the

extent any provision of this chapter is ambiguous, the term shall be interpreted to not regulate on the basis of speech content, and the interpretation resulting in the least restriction of the content of the sign message shall prevail.

16.80.010 Signs in Residential Zones

A. Permitted Signs

1. Signs which meet the following regulation are allowed in the R-2.5 Zone: One (1) sign, not over nine (9) square feet in area, at each entrance to an apartment, townhouse or condominium development.
2. Signs that meet the following regulations are allowed in the R-2.5, R-5 and R-7.5 Zones.
 - a. One (1) name plate, indirectly illuminated or not illuminated, not exceeding one and one-half square feet in area for each building.
 - b. Homeowner Association Meeting announcements not exceeding 6 square feet.
 - c. Changeable copy signs for institutional uses, not exceeding 20 square feet
 - d. One (1) monument sign not exceeding 32 square feet for an institutional use. The sign shall be setback at least 10 feet from the front property line. If the use also has a changeable copy sign it shall be incorporated into the monument sign.
 - e. One (1) monument sign at each entry to a subdivision not exceeding 32 square feet for the name of a residential subdivision. The sign shall not violate the vision clearance requirements.
 - f. Temporary Signs:
 - i. One (1) temporary sign, not illuminated, not exceeding six square feet, and not placed within the right-of-way, during the period the property is for sale, lease or rent. The sign shall be removed within 10 days after the property is sold, leased or rented.
 - ii. One (1) temporary sign, not illuminated and not exceeding 32 square feet in area, at each entry to a subdivision during the time the tracts or lots in the subdivision are for sale. The signs shall be removed within 10 days after the tracts or lots are sold.
 - iii. Temporary political signs may be displayed on a residential property during the period from 120 days before a public election to ten days after the public election.
 - iv. Temporary signs and banners placed within city right-of-way that are posted by the city or city-sponsored community organizations.

B. Prohibited Signs

The following signs are prohibited in all Residential zones:

1. Ground or pole signs
2. Roof signs
3. Projecting signs
4. Temporary signs, except as permitted for residential zones above.
5. Murals

16.80.015 Signs in Commercial Zones

A. Permitted Signs

1. Signs which meet the following regulations are allowed in the C-1 Zone.
 - a. One awning or canopy sign not exceeding five (5) square feet for each building occupancy.
 - b. In cases where the main entrance to a business is from the front wall of a structure, one (1) wall sign for each business affixed to the front wall of a structure with a maximum of one square foot of area for each lineal foot of building occupancy.
 - c. In cases where the main entrance to a business is from the front wall of a structure, one (1) wall sign for each business affixed to a side or rear wall of a building with a maximum of one-half square foot of sign area for each lineal foot of building occupancy.
 - d. In cases where the main entrance to a business is from a side wall of a structure, one (1) wall sign for each business affixed to the side wall of the building with a maximum of one square foot of sign area for each lineal foot of building occupancy.
 - e. A sign is not allowed on the side or rear wall of a building if the wall is adjacent to, or across the street from a residential zone.
 - f. Window sign, provided that not more than 25% of a window is included in a window sign.

- g. A mural meeting the definition under Section 16.80.00 will be allowed with no maximum size.
 - h. Projecting signs meeting the definition under Section 16.80.000 Projecting signs shall be at least 8 feet over the grade adjacent to the building. Projecting signs may project one foot if at least 8 feet above grade and increase one foot of projection for each one feet of elevation over 8 feet to a maximum projection of 3 feet.
 - i. One monument sign meeting the definition under Section 16.80.00, not exceeding 32 square feet for institutional uses.
 - j. One changeable copy sign incorporated into the allowable square footage of signs for the property.
 - k. Temporary Signs:
 - i. A temporary sign posted on a property that is for sale. The signs shall not be illuminated, shall not exceed thirty-two (32) square feet and shall not be placed within the right-of-way. The sign shall be removed within 10 days after the property is sold, leased or rented.
 - ii. Temporary signs and banners placed within city right-of-way that are posted by the city or city-sponsored community organizations.
 - iii. Temporary political signs not placed within any city right of way.
 - iv. All other temporary signs not placed within any city right of way.
2. Signs which meet the following regulations are allowed in the C-2 Zone.
- a. One awning or canopy sign not exceeding five (5) square feet for each building occupancy.
 - b. In cases where the main entrance to a business is from the front wall of a structure, one (1) wall sign for each business affixed to the front wall of a structure with a maximum of one square foot of area for each lineal foot of building occupancy.
 - c. In cases where the main entrance to a business is from the front wall of a structure, one (1) wall sign for each business affixed to a side or rear wall of a building with a maximum of one-half square foot of sign area for each lineal foot of building occupancy.
 - d. In cases where the main entrance to a business is from a side wall of a structure, one (1) wall sign for each business affixed to the side

wall of the building with a maximum of one square foot of sign area for each lineal foot of building occupancy.

- e. No sign shall be allowed on the side or rear wall of a building if the wall is adjacent to, or across the street from a residential zone.
- f. Window sign, provided that not more than 25% of a window's area is included in a window sign.
- g. One monument sign not exceeding 32 square feet for each driveway, except that monument signs shall not be located adjacent to, or across from residential zones.
- h. For properties with greater than 200 feet of total street frontage, one monument sign for each street frontage with a maximum area of $\frac{1}{2}$ square foot per lineal foot of property frontage with a maximum area of 50 square feet for each sign. Such sign shall not be in addition to the monument sign allowed in subsection g of this section.
- i. A mural meeting the definition under Section 16.80.000 is allowed with no maximum size.
- j. One changeable copy sign incorporated into the allowable square footage of signs for the property.
- k. Temporary Signs:
 - i. A temporary sign posted on a property that is for sale, lease or rental does not require a permit from the city. The signs shall not be illuminated, shall not exceed thirty-two (32) square feet and shall not be placed within the right-of-way. The sign shall be removed within 10 days after the property is sold, leased or rented.
 - ii. Temporary signs and banners placed within city right-of-way that are posted by the city or city-sponsored community organizations.
 - iii. Temporary political signs not placed within any city right of way.
 - iv. All other temporary signs not placed within any city right of way.

B. Prohibited Signs

- 1. The following signs are prohibited in the C-1 Zone:
 - a. Ground and pole signs

- b. Roof signs
 - c. Temporary signs placed within the city right-of-way, except as permitted above.
2. The following signs are prohibited in the C-2 Zone:
- a. Ground or pole sign
 - b. Roof signs
 - c. Projecting signs
 - d. Temporary signs placed within the city right-of-way, except as permitted above.

16.80.020 Signs in Neighborhood Community Zone

A. Permitted Signs

Signs located in the NC Zone:

- 1. Signs located in the residential portions of the NC zone shall comply with signs allowed in Section 16.80.010.
- 2. Signs located in the commercial portions and mixed use areas of the NC zone shall comply with signs allowed in the C-1 zone.
- 3. Temporary Signs:
 - i. A temporary sign posted on a property that is for sale, lease or rental. The signs shall not be illuminated, shall not exceed six (6) square feet, and shall not be placed within the right-of-way. The sign shall be removed within 10 days after the property is sold, leased or rented.
 - ii. One (1) temporary sign, not illuminated and not exceeding 32 square feet in area, at each entry to a subdivision during the time the tracts or lots in the subdivision are for sale. The signs shall be removed within 10 days after the tracts or lots are sold.
 - i. Temporary signs and banners placed within city right-of-way that are posted by the city or city-sponsored community organizations.
 - ii. Temporary political signs may be displayed on a residential property during the period from 120 days before a public election to ten days after the public election.

B. Prohibited Signs

- 1. Ground and pole signs

2. Roof signs
3. Temporary signs placed within the city right of way, except as permitted above.

16.80.025 Signs in Industrial Zones

A. Permitted Signs

1. Signs that meet the following regulations are allowed in the M-1 Zone.
 - a. One wall sign a maximum of 32 square feet for each business located on a property.
 - b. A sign is not allowed on the side or rear wall of a building if the wall is adjacent to, or across the street from a residential zone.
 - c. One monument sign not exceeding 32 square feet for each driveway, except that monument signs are not allowed adjacent to, or across from a residential zone.
 - d. A mural meeting the definition under Section 16.80.000 is allowed with no maximum size.
 - e. Temporary Signs:
 - i. A temporary sign posted on a property that is for sale, lease or rental. The signs shall not be illuminated, shall not exceed thirty-two (32) square feet and shall not be placed within the right-of-way. The sign shall be removed within 10 days after the property is sold, leased or rented.
 - ii. Temporary signs and banners placed within city right-of-way that are posted by the city or city-sponsored community organizations.
 - iii. Temporary political signs
 - iv. All other temporary signs not placed within any city right of way.
2. Signs that meet the following regulations are allowed in the M-2 Zone.
 - a. One wall sign a maximum of 32 square feet for each business located on a property.
 - b. A sign is not allowed on the side or rear wall of a building if the wall is adjacent to, or across the street from a residential zone.

- c. One monument sign not exceeding 32 square feet for each driveway, except that monument signs shall not be located adjacent to, or across from residential zones.
- d. A mural meeting the definition under Section 16.80.000 is allowed with no maximum size.
- f. Temporary Signs:
 - i. A temporary sign posted on a property that is for sale, lease or rental does not require a permit from the city. The signs shall not be illuminated, shall not exceed thirty-two (32) square feet and shall not be placed within the right-of-way. The sign shall be removed within 10 days after the property is sold, leased or rented.
 - ii. Temporary signs and banners placed within city right-of-way that are posted by the city or city-sponsored community organizations.
 - iii. Temporary political signs
 - iv. All other temporary signs not placed within any city right of way.

B. Prohibited Signs

- 1. Signs prohibited in the M-1 Zone:
 - a. Ground or pole sign
 - b. Roof signs
 - c. Projecting signs
 - e. Changeable copy sign, except gasoline price signs
 - f. Temporary signs placed within the city right-of-way, except as permitted above.
- 2. Signs prohibited in the M-2 Zone
 - a. Ground or pole sign
 - b. Roof signs
 - c. Projecting signs.
 - d. Changeable copy sign, except gasoline price signs

- e. Temporary signs placed within the city right-of-way, except as permitted above.

16.80.035 Additional Regulations Applicable to all Zones.

- A. Lighting exterior to the structures shall be shielded in such a manner as to confine emitted light within the boundary of the property from which it originated except lighting installed to illuminate the American Flag or Oregon State Flag may project into the air to properly illuminate the flag, however, such lighting shall not project onto adjacent property or into a public right of way.
- B. When a sign is removed or replaced, all brackets, poles, and other structural elements that supported the sign and are not being used for the new sign shall also be removed. Affected building surfaces shall be restored to match the adjacent portion of the structure.
- C. Signs and supporting hardware, including temporary signs and time/temperature signs shall be structurally safe, clean, free of visible defects, and functioning properly at all times. Repairs to signs shall be equal to or better in quality of materials and design than the original sign.
- D. All signs shall be maintained at all times in a state of good repair, and no person shall maintain or permit to be maintained on any premises owned or controlled by him/her, any sign which is in a sagging, leaning, fallen, decayed, deteriorated, or otherwise dilapidated or in an unsafe condition.

16.80.040 Abandoned Signs

Any sign that is unused for more than 90 consecutive days shall be deemed abandoned and shall be removed by the property owner, except that if the sign is in a vacant commercial or industrial space, the sign may remain provided there is an active attempt to obtain tenants for the space and provided all advertising copy is removed and a blank sign face is maintained.

For the purposes of this Section, “unused” shall mean the absence of copy or advertising message or the sign is on a property that is not in use.

16.80.045 Non-Conforming Signs

- A. Non-conforming signs may continue to exist, subject to the following provisions:
 - 1. Any sign that does was approved under previous regulations, or for which a variance was granted, shall either be removed or brought into compliance with this ordinance as a condition of approval of design review on the appurtenant property.

2. Temporary and portable signs that are not in conformance with the provisions of this Ordinance shall be regarded as non-conforming and shall be removed within 90 days of the effective date of this ordinance.
3. No additions or enlargements may be made to a non-conforming sign except those additions or enlargements that are required by law.
4. A sign that is moved, replaced, or structurally altered shall be brought into conformance with this section, except that:
 - a. Non-conforming signs may be repaired and maintained and may have the sign copy changed. A sign may be removed from its sign structure for repair or maintenance if a permit is obtained under this section.
 - b. Non-conforming signs may be structurally altered when the alteration is necessary for structural safety.
 - c. Non-conforming signs may be reconstructed if required to be moved for construction or repair of public works or public utilities and the sign reconstruction is completed within ninety days after the completion of the public works or public utility construction or repair.
5. A non-conforming sign that is damaged shall not be repaired if the estimated expense to repair the sign exceeds fifty percent of the replacement cost of the sign as of the day before the sign was damaged. A damaged non-conforming sign that cannot be repaired shall be removed within ninety days of the date the sign was damaged. As used herein, "non-conforming sign" includes the sign structure, foundation and supports.
6. Whenever a non-conforming sign is damaged and the estimated cost to repair the sign is fifty percent or less of its replacement value as of the day before the sign was damaged, it may be repaired and restored to the condition it was in before it was damaged and may continue to be used as a non-conforming sign, provided that such repairs and restoration are started within ninety days of the date the sign was damaged and are diligently pursued thereafter.
7. Whenever repair and/or restoration to a damaged non-conforming sign is not started within ninety days of the date the sign is damaged or is diligently pursued once started, the sign shall be deemed abandoned.
8. Abandoned signs shall not be permitted as non-conforming signs.
9. No non-conforming sign shall be permitted to remain unless properly repaired and maintained as provided in this section. A sign maintained in violation of this provision shall be removed as provided in Section A.1. of

this Section. Any non-conforming sign that is determined by the building official to be an unsafe sign shall be removed as provided by Section A.5. of this Section. Any non-conforming sign determined by the city manager to be an abandoned sign shall be removed as provided in subsection A.7. of this section.

- B. Nothing in this section shall be deemed to prevent the maintenance of any sign, or regular manual changes of sign copy on a sign.
- C. This section shall not require the removal or modification of a sign if the sign is in good condition, and located on a historically significant structure or object as recognized in the Comprehensive Plan.

**City of North Plains
Police Department
5/1/13**

**TO: Martha DeBry, City Manager
City Council
Department Heads**

FROM: Bill Snyder, Police Chief

SUBJ.: DEPARTMENT REPORT

For April officers focused on working the traffic grants in the construction zones on Hwy 26. The police department is still focusing efforts on bringing a new officer to North Plains. An additional update is anticipated soon.

The following are the numbers regarding criminal reports/activity for April:

Activity	2013 April
Theft	1
Warrant arrest	1
Burglary	1
Drug case	2
DUII agency assist	1
Hit and Run	1
Harassment	0
Criminal Mischief	2
Vehicle elude arrest	0
Police protective custod	1
Assault	0
Welfare check	2
Information report	3
Vehicle break in	2

City of North Plains

Public Works Department

5/1/2013

TO: Martha DeBry, City Manager
City Council
Department Heads

FROM: Blake Boyles, Public Works Director

SUBJECT: DEPARTMENT REPORT

I am currently working on the following projects/ tasks:

- CDBG Project Management –NW Claxtar St -8” Waterline and Street project low bidder Subcom Construction, Hillsboro Or . Pre-Con meeting 5/3 construction to start within week after
- Construction coordination with ODOT on interchange/ pedestrian trail
- Updating The Emergency Manual, Emergency Management planning/updating
- NIMS (National Incident Management System) Training –compliance requirements ...Ongoing
- Glencoe Pedestrian Tunnel coordination
- July 4th planning
- Highland Ct Subdivision coordination
- McKay Fields Subdivision coordination

Public Works Crews are working on the following projects/tasks:

- Water sampling
- Equipment Maintenance
- Building Maintenance
- Meter installation and repair
- Monthly meter reading
- Locates, Locating entire areas for Highland Ct and Claxtar projects
- Swing installation at Jessie Mays
- Garden construction/ more beds for Community Garden
- Street surface evaluation/prep for crack sealing
- ODOT construction coordination
- Fertilizing

Future reports will include tasks accomplished and those pending. If there is any other information you may want to see in the report, please let me know.-

City of North Plains - Library Department – May 6, 2013

TO: Martha DeBry, City Manager, and to City Council Members
FROM: Debbie Brodie, Library Director
SUBJECT: DEPARTMENT REPORT – MAY 2013

Tom Jacquemin Photography on Exhibit. Landscape and portrait photographer Tom Jacquemin of Hillsboro is exhibiting his work at the Library through May 31. His work may also be viewed at <http://www.tomjphotos.com/portfolio.html>. All of Jacquemin's photographs will be available for purchase and can be made in additional sizes.

Quilt Display. The featured springtime-themed quilt that will hang over the checkout desk throughout May was created by Jean Noltensmeier, a member of the Westside Quilters Guild.

Storytimes. The Library has added a new Storytime volunteer reader to its ranks. Longtime Hillsboro Public Library Children's Librarian Kay Carman retired recently and has agreed to volunteer twice per month for the North Plains Public Library. She will be the featured storyteller on the second Wednesday of each month at the Library (and occasionally on the fourth Wednesday), and she will initiate a Library Outreach Program for children by visiting local daycare facilities to tell stories.

Children ages 0-6 are invited to participate every Wednesday at 11:30 a.m. in the children's section of the Library.

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|---------------|---|
| May 1 | Storytime with Miss Marion - <i>Mother May I?</i> - will honor of Mothers' Day. |
| May 8 | Storytime with Children's Librarian Kay featuring popular Folk Tales. |
| May 15 | Special Guest Storytime will feature Heidi's Chickens.
Learn how they live and what they eat and hear stories about famous chickens. |
| May 22 | Storytime with Children's Librarian Kay featuring Monkeys. |
| May 29 | Storytime with Youth Librarian Jackie featuring Dinosaurs. |

Writers' Group. Share your writing projects and receive feedback from peers on Thursday, **May 2** at 6:30 p.m. at the Library. New members are welcome to join.

First Friday Flick. Free family movie nights occur on the first Friday of each month at 6 p.m. at the Library. The PG-rated, animated action adventure film to be shown on **May 3** is *Rise of the Guardians*. A group of immortal heroes -- each with extraordinary abilities, must join forces for the first time to protect the hopes, beliefs and imagination of children all over the world when the evil spirit Pitch threatens to take over the world. Seating is limited. Refreshments will be served.

Library Bake Sale Fundraiser. Offered in conjunction with the North Plains Citywide Garage Sale Day, this one-day sale will be held on Saturday, **May 4**. Library Staff and Volunteers will sell homemade baked goods, hot coffee, quilt raffle tickets, candy bars, and gift cards just outside the Library's front door from 8 a.m. to 2 p.m. Thanks to Diamond Comic Distributors, there will also be 100 Free Comic Books to distribute to children while supplies last. Selected homemade baked goods will be also be available for sale during the Friends of the Library Book Sale in the Jessie Mays Community Hall annex from 9 a.m. to 3 p.m. on this same day.

Library Plant Sale Fundraiser. For three Saturdays in a row, **May 11, 18, and 25**, Library Staff and Volunteers will sell premium vegetables and landscape plants just outside the Library's front door from 11 a.m. to 3 p.m. Here's your chance to get started on your garden with quality selections from Donna's acreage and to support the Library at the same time.

Super Saturday. Join us on **May 11** at the Jessie Mays Community Hall from 1-2 p.m. for a special program on Fitness and Nutrition Fun for children in Kindergarten through 6th grade.

Friends of the Library Meeting. There will be a regular meeting of the Friends on Monday, **May 13** at the Library from 7:30-9 p.m. New members are welcome to attend.

Library Board Meeting. The **May 15** regular meeting has been cancelled.

Library Book Club. The Thursday, **May 16** selection to be discussed is Brooklyn by author Colm Toibin. Eilis Lacey is unable to find a job in Ireland in the years following World War II. An Irish priest from Brooklyn, New York offers to sponsor her to live and work in America, so she decides she must go, leaving her mother and sister behind. She adapts to her new life by working in a department store, and the pain of parting has subsided until she receives devastating news from home that threatens the promise of her future. This meeting will begin at 7:00 p.m. at the Library. New members are welcome. Refreshments will be served.

Craft Night. Bring your knitting, crocheting, or other personal craft projects to the Library on Thursday, **May 30** from 6-8 p.m. for an evening of camaraderie and dedicated handiwork time.

May 2013 Council Calendar

Meeting	Primary	Alternate	Note	Date
Garage Sale Madness			<ul style="list-style-type: none"> • City Wide Garage Sale • Garden Club Plant Sale • Library Bake Sale • Friends Book Sale 	5/4
City Council			7:00 p.m.	5/6
Planning Commission	Lenahan		2 nd Wednesday @ 7 p.m.	5/8
Clean Up Day			Jessie Mays	5/11
Washington County Coordinating Committee (WCCC)	Hatcher	DeBry	2 nd Monday @ 12 noon	5/13
Washington County Office of Community Development: Policy Advisory Board	Kindel	Demagalski	2 nd Thursday @ 7 p.m.	5/9
<i>Library Board</i>	<i>Newton</i>		<i>3rd Wednesday @ 7 p.m.</i>	<i>5/15 Cancelled</i>
City Council			7:00 p.m.	5/20
Metro Policy Advisory Committee (MPAC)	Hatcher	Newton	4 th Wednesday @ 5 p.m.	5/22
Holiday: Memorial Day			City Offices & Library Closed	5/27
Metropolitan Area Communications Commission (MACC)	Warren	Lenahan		
Northwest Oregon Area Commission on Transportation (NWACT)	Lenahan	DeBry		