



CITY COUNCIL MEETING

Tuesday, February 17, 2026 at 6:00 PM
Sandy City Hall and via Zoom

AGENDA

TO ATTEND THE MEETING IN-PERSON:

Come to Sandy City Hall (lower parking lot entrance) - 39250 Pioneer Blvd., Sandy, OR 97055

TO ATTEND THE MEETING ONLINE VIA ZOOM:

Please use this link: <https://us02web.zoom.us/j/82814222480>

Or by phone: (253) 215-8782; Meeting ID: 82814222480

WORK SESSION – 6:00 PM

1. [Sign Code Modifications Work Session](#)

REGULAR MEETING – 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

CHANGES TO THE AGENDA

PUBLIC COMMENT (3-minute limit)

The Council welcomes your comments at this time. The Mayor will call on each person when it is their turn to speak for up to three minutes.

-- If you are attending the meeting in-person, please submit your comment signup form to the City Recorder before the regular meeting begins at 7:00 p.m. Forms are available on the table next to the Council Chambers door.

-- If you are attending the meeting via Zoom, please complete the online comment signup webform by 4:00 p.m. on the day of the meeting: <https://www.ci.sandy.or.us/citycouncil/webform/council-meeting-public-comment-signup-form-online-attendees>.

RESPONSE TO PREVIOUS COMMENTS

CONSENT AGENDA

2. [City Council Minutes: January 20, 2026](#)
3. [City Council Minutes: February 2, 2026](#)

NEW BUSINESS

4. [Contract Approval: Portland General Electric Fleet Partner Program Agreement](#)

GOVERNMENT RELATIONS UPDATE

REPORT FROM THE CITY MANAGER

COMMITTEE / COUNCIL REPORTS

STAFF UPDATES

Monthly Reports: <https://reports.cityofsandy.com/>

ADJOURN

EXECUTIVE SESSION #1 – The City Council will meet in executive session pursuant to ORS 192.660(2)(h)

EXECUTIVE SESSION #2 – The City Council will meet in executive session pursuant to ORS 192.660(2)(d)

Americans with Disabilities Act Notice: Please contact Sandy City Hall, 39250 Pioneer Blvd. Sandy, OR 97055 (Phone: 503-668-5533) or (Email: recorder@ci.sandy.or.us) at least 48 hours prior to the scheduled meeting time if you need an accommodation to observe and/or participate in this meeting.



STAFF REPORT

Item # 1.

Meeting Type: City Council
Meeting Date: February 17, 2026
From: Kelly O'Neill Jr., Development Services Director
Josh Soper, City Attorney
Subject: Sign Code Modifications Work Session

DECISION TO BE MADE:

Hold a work session to discuss the proposed sign code modifications to Chapter 15.32 of the Sandy Municipal Code. Staff recommend the City Council review the proposed code modifications and provide direction prior to holding a public hearing for Ordinance No. 2026-02.

APPLICABLE COUNCIL GOAL:

6.10: Continue to improve and refine code language, policies, and practices related to code enforcement.

BACKGROUND / CONTEXT:

The City of Sandy sign code regulations were last revised in 2011. When leadership changes occurred at the beginning of 2017 it was quickly identified that the sign code had overly bureaucratic processes and constitutional violations. The City Manager in 2017, Yamashita, instructed the Development Services Director to start working on modifications to Chapter 15.32. Staff and attorneys started review in 2017, but code amendments were shelved by City Manager Wheeler due to the pandemic and other projects with a higher priority.

The Planning Commission held a work session on April 22, 2024, and provided staff with some recommendations which have been incorporated into the draft code in Exhibit A.

Staff met with the Planning Commission on January 13, 2025, to discuss goals for this biennium. One of the goals identified was to update the sign code. The Development Services Director listed updating the sign code as a department goal in several biennium retreat documents.

Staff's goals with these proposed amendments include ensuring compliance with constitutional requirements (e.g. first amendment issues), making code enforcement processes clearer, removing burdensome code provisions, and modifying the code for easier comprehension and implementation. Staff worked with attorneys at Beery, Elsner, and Hammond (BEH) to identify potential constitutional issues and modify the code based on past court decisions.

KEY CONSIDERATIONS / ANALYSIS:

In order to make the code easier to comprehend, to make enforcement clearer, and to remove burdensome code provisions, staff has proposed some policy changes to Chapter 15.32. The primary policy changes that were made by staff that the City Council has the most discretion on are the following:

- Section 15.32.020.D.3.: Staff propose the maximum height of a freestanding sign in the C-3 zoning district increase from 8 feet to 10 feet.
- Section 15.32.020.D.7.b.: Staff propose the frame on a rectangular shaped sign in all commercial and industrial districts decrease from three inches wide to two inches wide.
- Section 15.32.020.E.: Staff propose that A-frame signs are reviewed by Planning Division staff instead of an A-Frame Sign Review Committee (Since March 2017, staff have approved A-frame signs and staff have not noticed many issues.)
- Section 15.32.020.F.: Staff propose allowing electronic messages to change every 10 seconds, instead of once per hour as currently written.
- Section 15.32.020.G.: Staff propose to allow signs to occupy two wall surfaces of a food cart. (There are currently no regulations.)
- Section 15.32.020.H.: Staff propose reducing what is considered a temporary sign from 180 days total in a calendar year to 120 days in a calendar year. This is also reflected in Section 15.32.032.A.5.
- Section 15.32.030.E.6.: Staff propose the maximum height of a freestanding sign for a commercial or institutional use within a residential zone increase from 5 feet to 6 feet.
- Section 15.32.035.: Staff and the City attorney propose listing a “community event” as an event which has been designated in writing as a community event by the City Manager based on meeting one or more of the following criteria:
 - The City has contributed funding to the event either directly or indirectly; or
 - The event:
 - Is expected to significantly promote tourism in the city of Sandy; and
 - Will help achieve one or more established City Council goals.
- Section 15.32.140: Staff propose increasing the deadline to file an appeal of a sign application decision from 10 calendar days to 12 calendar days to match the appeal filing deadline in Title 17 of the Municipal Code.
- Section 15.32.150.B.: Staff propose that sign variance requests are reviewed by the Director, and that appeals of the Director's decision are reviewed by the City Council.
- Section 15.32.170.A.: Staff and the City Attorney propose that temporary signs have to come into compliance within 10 days of notice by code enforcement, not 30 days.

- Section 15.32.190.: Staff propose that violations of Chapter 15.32 are a Class B infraction, instead of a \$100.00 fine.

The following information further outlines the primary proposed code modifications:

Section 15.32.015 Director – Staff proposes this new section to define the Development Services Director and the use of the word ‘Director’ throughout Chapter 15.32.

Section 15.32.020 Signs permitted only in commercial and industrial zones.

- A. Sign Lighting** – Staff moved code language associated with sign lighting from Section 15.32.070 to Section 15.32.020, so it is easier to find for the reader.
- B. Wall Signs** – Staff modified this section to make it clear on how to complete measurements and also removed unnecessary language. The proposed modifications also allow for each tenant to have a wall sign area without dividing their signage with other tenants. The existing language was overly burdensome as it required tenants in a multi-tenant building to calculate sign area for all existing wall signs.
- C. Projecting Signs** – Staff modified this section to make it clear to the reader how to calculate height, clearance, and projection distance. Staff also added a maximum height for a marquee sign based on the League of Oregon Cities Model Sign Code.
- D. Freestanding Signs** – Staff finds this was one of the most confusing and poorly written sections of the entire sign code. The existing code language has led to frustration from applicants and staff for many years. Staff combined freestanding signs and integrated business center signs (used to be Subsection E. of Section 15.32.020) into a more readable and understandable code section.
- E. A-frame Signs** – Staff finds this code section was overly restrictive and bureaucratic. Staff propose to remove the A-frame Sign Committee (this committee has not met since early 2017) requirements and allow staff to work directly with applicants. Since March 2017, staff have approved A-frame signs and staff have not noticed many issues. The proposal also includes expanding the permitted A-frame sign material.
- F. Electronic Message Signs** – Staff finds that allowing electronic message signs to change more often than every 1 hour is prudent. Staff propose that electronic message signs can change every 10 seconds.
- G. Food Cart Signs** – This is a new section that applies to food carts. This section only allows food cart signage on two sides of each cart. This proposed section prohibits roof signs, temporary signs, and signs that drape or project.
- H. Temporary Sign** – The most important changes to this section are in regard to duration requirements. The modified code language decreases the maximum time to 120 days per calendar year and addresses constitutional compliance by making the regulations “content-neutral” (i.e. no longer requiring reading the sign language to determine if an event has ended). The proposed code changes also provide more clarity on anchoring requirements and not obstructing sight clearances. Staff also moved search lights to this section as they are temporary signs.

Section 15.32.030 Permanent signs allowed in residential zones – The proposed modifications in this code section require additional design requirements for multifamily (i.e. apartment) signage, subdivision gateway signage, and commercial institutional uses within residential zones. Staff finds that the design requirements for multifamily signs, subdivision signs, and commercial and institutional uses within residential zones should be similar to signage in commercial and industrial zoning districts.

Section 15.32.032 Signs allowed in residential zones exempt from permits but subject to regulations. – The most important changes to this section are in regard to duration requirements. The modified code language decreases the maximum time to 120 days per calendar year.

Section 15.32.035 Temporary signs for community events. – The City Attorney's office and staff worked closely on modifying this code section to comply with constitutional requirements and to define criteria for what makes an event, a community event.

Section 15.32.040 Signs allowed in all zones exempt from permits but subject to regulation. – The proposed modifications add clarity that exempt signs shall not be located in the right-of-way. The modifications also add clarification on regulations for signs held by people.

Section 15.32.050 Signs permitted in all districts, exempt from permits.

B. The proposed modifications make flag regulations content-neutral.

Formally G. Staff have deleted this exemption as it is covered by E. (formally F) in this section.

Formally H. Staff have deleted this exemption as it is covered by D. (formally E) in this section.

Formally I. Staff and the City Attorney are recommending removing murals as an exemption in the sign code because of constitutional concerns relating to regulating the content of murals through the sign code. This change will have the effect of prohibiting murals in the City as that term is generally understood for the time being. If the City Council would like to allow additional murals in the City, the City could consider adopting a separate mural program similar to what has been done in other Oregon cities such as Bend, Milwaukie, or Sherwood.

Formally J. (now F.) The proposed modifications add clarity that window signage may not exceed 33 percent of a window, otherwise this violates Chapter 17.90 that states that windows are required to "contain clear glass to allow views to interior activity or display areas."

Section 15.32.060 Nonconforming signs. – The modifications in this section remove unnecessary language, ensure constitutional compliance, and make it easier to understand for the reader. Most of the deletions in this code section were recommended by the City Attorney. Also, this section was modified to only apply to permanent signs, because staff do not believe it is necessary to provide 30 days to bring a temporary sign into compliance with the Municipal Code.

Section 15.32.070 General construction and maintenance requirements. – The modifications in this section remove unnecessary language and make it easier to understand for the reader. Staff also propose moving the lighted sign requirements from this section to Section 15.32.020.A.

Section 15.32.080 Prohibited signs. – The proposed modifications address constitutional and enforcement concerns relating to regulating the content of signs on benches by eliminating signs on benches altogether. The proposed changes also add clarity that roof signs are not allowed on food carts.

Section 15.32.110 Permit application. – Modified this section to be consistent with how staff currently processes sign permit applications and building permit applications related to signs.

Section 15.32.120 Permit approval. – The proposed modifications remove the requirement that the permit fee be doubled if a sign installation starts prior to obtaining a sign permit. Staff found this requirement unnecessarily punitive. This section has also been modified to remove redundancies that are in the Oregon Building Codes and enforced by the Building Division.

Section 15.32.140 Permit appeal. – The proposed modification to twelve (12) days for an appeal is consistent with the appeal period set forth in Title 17.

Section 15.32.150 Variances to standards. – Similar to A-frame sign review, staff finds this code section was overly bureaucratic. Staff propose to remove the references to Sign Review Committee (this committee has not met since 2017) and allow staff (i.e. the Director) to work directly with applicants on sign variance requests. The proposed code modifications include variance criteria. Appeals of the Director's decision will be reviewed by the City Council.

Section 15.32.170 Sign removal. – Staff proposes different compliance deadlines depending on if the sign is a permanent sign or a temporary sign.

Section 15.32.180 Periodic review. – Staff proposes removing this section as it's unnecessary.

Section 15.32.190 Violations. – The proposed modifications reference Chapter 1.18 of the Sandy Municipal Code.

Section 15.32.200 Limitation of liability. – Staff proposes to remove this section as the City Attorney states it is unnecessary to have in this code chapter due to limitations on liability associated with issuance of city permits generally.

Section 15.32.210 Definitions. – Staff worked with the attorney's office to define the terms that are actually necessary in this section. Also, staff proposes removing the examples of signs as it has caused confusion for the public looking at the code.

BUDGET IMPACT:

Staff and City Attorney expenses that have already been incurred.

RECOMMENDATION:

Staff recommend the City Council review the proposed code modifications and provide direction prior to holding a public hearing. Since this chapter is outside Title 17 of the Sandy Municipal Code, the Planning Commission did not hold a public hearing.

LIST OF ATTACHMENTS / EXHIBITS:

Draft Ordinance No. 2026-02

- Exhibit A. Sign Code markup



ORDINANCE NO. 2026-02

AN ORDINANCE UPDATING THE CITY'S REGULATIONS ON SIGNS IN CHAPTER 15.32

WHEREAS, 2025-27 City Council Goal 6.10 tasked the Development Services Department to continue to improve and refine code language, policies, and practices related to code enforcement; and

WHEREAS, Title 15, CHAPTER 15.32 – Sign Code includes regulations for signage within the city of Sandy; and

WHEREAS, the purpose of this ordinance is to ensure all sign regulations are compliant with constitutional requirements, make code enforcement processes clearer, remove burdensome code provisions, and modify the code for easier comprehension and implementation; and

WHEREAS, the Planning Commission held a work session on April 22, 2024, making several requested changes that have been incorporated into the draft code amendments; and

WHEREAS, the City Council held a work session on February 17, 2026, making several requested changes that have been incorporated into the draft code amendments; and

WHEREAS, the City Council held a public hearing on _____, 2026, allowing the public an opportunity to provide testimony on the proposed code amendments.

NOW, THEREFORE, THE CITY OF SANDY ORDAINS AS FOLLOWS:

Section 1. The amended Title 15, Chapter 15.32, attached as Exhibit A to this Ordinance, is hereby adopted in its entirety and replaces the existing Chapter 15.32 of the Sandy Municipal Code (SMC).

Section 2. This Ordinance shall become effective 30 days from the date of adoption.

This ordinance is adopted by the City Council of the City of Sandy on this _____ day of _____, 2026.

Kathleen Walker, Mayor

ATTEST:

Jeffrey Aprati, City Recorder

CHAPTER 15.32 SIGN CODE

Sec. 15.32.010. Purpose and policy.

The sign regulations are intended to serve the community by:

- A. Requiring sound construction, by requiring that signs be maintained, and by limiting the number of visual ~~images~~-messages to be communicated;
- B. Providing an equitable opportunity to use signs outside of public rights-of-way as a communication medium;
- C. Providing standards for frequency, location, size, construction, type and number of signs;
- D. Providing reasonable limits on the magnitude and extent of graphic communication presented to the public;
- E. Regulating the location and quantity of temporary signs, and the circumstances under which they may be used and encourage all businesses to utilize permanent signs to the maximum extent possible and not rely on temporary signs for advertising needs; and
- F. Expressing elements of or reflecting Cascadian architecture by adapting elements of the Sandy Style into new signs.

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.015. Director.

The Director referenced in this chapter is the Development Services Director or any other member of staff designated by the City Manager to supervise, organize, direct, and control activities defined under this chapter. For brevity, the Development Services Director shall be referred to as Director throughout this chapter.

Sec. 15.32.020. Signs permitted only in commercial and industrial zones.

The signs described within this section are permitted only in commercial and industrial zones and are subject to the requirements described in this section. Permits are required for these signs.

- A. *Sign Lighting.* Backlit (i.e., internally illuminated) signs are prohibited in the C-1 zone. Panels for existing backlit signs in the C-1 zone may be replaced as long as the new panel provides light lettering and/or graphics on a dark background. ~~(see sample photo, below).~~ All signs shall adhere to Chapter 15.30 Dark Skies and meet the following requirements:

- 1. Signs may be indirectly, internally, or directly illuminated unless otherwise restricted in this chapter.
 - a. "Direct" lighting means exposed lighting or neon tubes on the sign face.
 - b. "Indirect" lighting means the light source is separate from the sign face or cabinet and is directed so as to shine on the sign.
 - c. "Internal" lighting means the light source is concealed within the sign, such that the light output shines through the sign/panel face, illuminating any text and/or graphics located on sign/panel face.

2. A lighted sign visible to and located within one hundred (100) feet of a residential zoning district shall be turned off from ten (10) p.m. to sunrise.
 3. Exposed incandescent bulbs or LED bulbs may be used on the exterior surface of a sign only if each of such bulbs does not exceed twenty-five watts or 220 lumens, whichever is less.
 4. Floodlights or spotlights shall be permitted to be used to illuminate only ground-mounted signs and wall signs, and only when such lights concentrate the illumination onto the area of the signs so as to prevent glare upon the public rights-of-way and adjacent property, and the lighting does not escape above an 85-degree angle in compliance with Chapter 15.30, Dark Sky Ordinance.
 5. Indirect lighting shall be screened from view by ground surface, evergreen landscape screening, or ornamental features of the sign structure. Braces and struts which support indirect lighting from the top or sides of the sign are prohibited.
 - ~~4-6.~~ All new panels, on existing and new internally illuminated signs, shall include only light lettering and/or graphics on a dark background.
- B. Wall Signs. Wall signs are permitted only on permanent buildings and are subject to the following requirements.
1. Sign Size (Area): ~~Up to~~ The total sign face area of wall signs on a particular wall may not exceed ten percent of the gross wall area of each the exterior wall, including windows. Businesses with less than 250 square feet of wall area may have a 25 square foot sign. A building with frontage on two or more streets shall be permitted wall signs on each frontage.
 2. Maximum Sign Face Area: 200 square feet per lot or parcel in the C-1 zoning district; no limit for signs located in other ~~zonings~~ districts.
 3. Multiple Uses: Each individual tenant space located within an integrated business center, or within a structure, is permitted to have total wall sign face area of up to 10 percent of the gross exterior wall area of the tenant space frontage, installed on the respective tenant space frontage. Tenant spaces with less than 250 sq. ft. of wall area may have a 25 sq. ft. sign. the permitted sign area for uses located on the same site or within the same building may be divided among the uses. Separate wall signs or a joint use wall sign may be erected, provided that the maximum allowable sign area is not exceeded.
 4. Maximum Sign Projection From Wall Surface: 18 inches.
- C. Projecting Signs. A "projecting sign" is a sign attached to and projecting out from a permanent building face or wall more than eighteen (18) inches.~~and generally at right angles to the building (see sample photo below).~~ Projecting signs include signs projecting totally in the right-of-way, partially in the right-of-way, and fully on private property.
1. Maximum Sign Face Area on ~~One Sign Face~~ Each Sign: 32 square feet, except for marquee signs as listed in Subsection C.6. of this section.
 2. Height: A projecting sign shall not extend above the roof line or above the top of a parapet wall, whichever is higher. In no case shall any portion of a projecting sign exceed a height of 25 feet. shall not exceed the height of the structure.
 3. Maximum Number of Projection Signs: One per lot or parcel. However, each individual tenant space located within an integrated business center, or within a structure, is permitted to have one projecting sign installed on the wall area of the tenant space.
 - ~~4.3.~~ Minimum Clearance: Eight feet above pedestrian walkways and sidewalks; 15 feet above vehicular driveways, aisles, parking areas, and public rights-of-way other than sidewalks. Clearance is measured from the highest point of the grade below the sign to the lowermost point of the sign.

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54. *Projection Distance:* ~~n~~No more than eight feet from the building face or wall, ~~or two-thirds the width of the sidewalk, whichever is less. In any case, the sign~~ and shall not project within two feet of ~~the~~ an adjacent curb, transit shelter, sign, tree, or similar element/feature as determined by the Director or his/her designee.
5. ~~Hanging signs under awnings are encouraged, as long as the above clearances are met. (See sample photo below.)~~
6. Marquee, ~~canopy~~ and awning signs are specific types of projecting signs that are permitted and must comply with the State Structural Specialty Code and city regulations.
- a. ~~Marquee signs may be placed on or incorporated into these structures provided they do not extend above the upper surfaces of the structure.~~ "Marquee sign" means a sign incorporated into, erected or maintained under, supported by or attached to a marquee or permanent canopy. "Marquee" means a permanent roof-like or roofed structure attached to, supported by and projecting outward from a building over the entrance, commonly seen in entrances to a theater, hotel, etc. Marquee signs may be placed on or incorporated into these structures provided they do not extend above the upper surfaces of the structure and otherwise comply with the regulations of this subsection C.
- b. The height of a marquee sign shall not exceed 30 inches, measured from the lowest point of the sign face to the highest point of the sign face. The lower edge of the sign shall not extend below the marquee.
- c. As used ~~here~~ in this section, "awning" means a movable shelter supported entirely from the exterior wall of a building extending over a doorway or window and providing shelter from the rain or sun. When signs are incorporated into awnings the entire panel containing the sign is counted as sign face unless it is clear that part of the panel contains no related display or decoration. Awning signs are considered ~~as~~ wall signs for calculation of the maximum permitted area, but are otherwise subject to the regulations of this subsection C.
- D. ~~Individual Business—Freestanding Signs. A freestanding sign is a sign on a frame, pole or other support structure which is not attached to any building. A monument sign is a type of freestanding sign. (See sample photo below.)~~
1. One freestanding sign is permitted per lot or parcel. Allowed only for businesses with at least 50 lineal feet of public street frontage, and not part of an integrated business center. Maximum sign face area on each sign: 32 square feet in the C-1 district. Other districts: one square foot per lineal foot of street frontage for a maximum area of 100 square feet.
2. ~~Maximum Area on One Sign Face: 32 square feet in the C-1 district. Other districts: One square foot per lineal foot of site frontage, up to 100 square feet.~~
2. One freestanding sign is permitted per integrated business center. Maximum sign face area on each sign: one square foot for each lineal foot of street frontage, up to 100 square feet in the C-1 district and up to 200 square feet in all other districts.
3. *Maximum Height:* 20 feet in the C-1 district, 30 feet in the C-2 district and industrial districts. Freestanding signs in the C-3 ~~(village-commercial)~~ districts are limited to ~~monument signs with a~~ maximum height of ~~eight~~ 10 feet. The overall sign height shall include the height of any required design element such as a masonry base or other means of sign support.
4. *Extra Sign Face Area for Large Frontages (Does Not Apply to C-1 and C-3 ~~D~~ districts):*
- a. The sign face area may be increased 0.25 square feet for each additional lineal foot of frontage over 300 feet, with a maximum of 150 square feet of additional area; or

- b. One additional free-standing sign may be ~~installed-requested~~ through a ~~Type II Design Review~~ the Sign Variance process per Section 15.32.150. The sign face area for the additional sign is up to one square foot per foot of frontage over 300 feet, to a maximum of 100 square feet.
- 5. Signs Located on Corner ~~Signs~~ Lots or Parcels: A single sign~~s~~ facing more than one street shall be assigned to ~~a one~~ frontage (for area calculations) by the applicant.
- 6. Multiple Frontages: Sites with two or more street frontages are permitted to have a total of two freestanding signs. Each sign must be placed on separate frontages that parallel each other and in no instance be placed on frontages that intersect perpendicular to each other, unless a single sign is placed facing both intersecting frontages pursuant to subsection 5 above. For purposes of calculating maximum sign size for each respective sign, only the frontage of the street which each sign faces will be considered. ~~Businesses which are not on a corner, with frontage on two or more streets, shall be permitted the use of a freestanding sign on each frontage.~~
- ~~7. Individual Business Pad Location. A business located on the same lot as two or more commercial businesses, but designed as a separate structure at an intersection of two streets is permitted one free standing sign. Size shall be calculated using the individual business standards, above.~~
- 78. Design Standards. All new freestanding signs in all commercial zoning districts and industrial zoning districts ~~related to buildings that require conformance with the Sandy Style Design Standards of Chapter 17.90~~ shall comply with the following design standards:
 - a. A sign's base must extend at least 36 inches above the adjacent finished grade and wrap around all sides of the sign structure. ~~Strong-~~ The base shall consist of material such as natural stone (e.g., basalt, granite, river stone), split face rusticated concrete block, or brick. Cultured stone ~~may be~~ is allowed if it has a stone texture and is similar in appearance and durability to natural stone. ~~A sign's base must extend at least 36 inches above the adjacent finished grade and wrap around all sides of the sign base.~~
 - b. Rectangular-shaped signs shall provide a metal or wood (or material having the appearance of metal or wood) frame a minimum of ~~three~~ two inches wide around all sides of the sign ~~area~~ face.
 - c. Exception: New freestanding signs in the C-1 ~~district~~ Zoning District and located within the Downtown Exception areas (as identified in Chapter 17.90.10(F)) are exempt from these design standards and shall complement the architectural design of the primary building on the site ~~from which the sign is related.~~

~~E. Integrated Business Center.~~

- ~~1. A master sign shall be required for two or more commercial businesses sharing a street access or located on the same parcel, shopping or business center.~~
- ~~2. Permitted Additional Sign Area: 40 square feet (not calculated in maximum sign area).~~
- ~~3. Maximum Sign Area: One square foot of area for each lineal foot of frontage, up to 100 square feet (C-1 district), 200 v other districts.~~
- ~~4. Maximum Height: 20 feet in the C-1 district and 30 feet in the C-2 and industrial districts. Integrated business center signs in the C-3 district are limited to monument signs of no more than 12 feet high.~~
- ~~5. Extra Sign Area for Large Frontages: for businesses centers with frontage exceeding 300 feet, additional signs may be permitted at each driveway through a Type II Design Review process, provided that the signs do not exceed 75 square feet in the C-1 district, 150 square feet other districts.~~

6. ~~Design Standards:~~ All new integrated business center signs related to buildings that require conformance with the Sandy Style Design Standards of Chapter 17.90 shall comply with the following design standards:

- a. ~~Strong base material such as natural stone (e.g., basalt, granite, river stone), split face rusticated concrete block or brick. Cultured stone may be allowed if it has a stone texture and is similar in appearance and durability to natural stone. A sign's base must extend at least 36 inches above the adjacent finished grade and wrap around all sides of the sign base.~~
- b. ~~Rectangular-shaped signs shall provide a metal or wood (or material having the appearance of metal or wood) frame a minimum of three inches wide around all sides of the sign area.~~
- c. ~~Exception: New integrated business center signs in the C-1 Zoning District and located within the Downtown Exception areas (as identified in Chapter 17.90.10.F.) shall compliment the architectural design of the building from which the sign is related.~~

E.F. A-frame Signs.

~~1.~~ A-frame signs are permitted as portable permanent signs subject to the following requirements.

~~2. Design Review:~~ Prior to issuing a permit for an A-frame sign, the sign design must be reviewed and approved by the Sign Review Committee appointed by the City Council, according to criteria and procedures established by the committee.

1. Materials: Each A-frame sign is required to have two sign faces, one on each side of the frame, and shall be made of finished wood or metal, dibond, aluminite, corrugated plastic (corex), or similar material. The use of cardboard, foam core, and/or reflective metals is not permitted.

2. Dimensions: ~~The sign area shall not exceed six square feet measured at the outside edge of the sign structure.~~ The maximum size of the sign panel shall not exceed six square feet per side of the sign, including the sign frame. The top of the sign shall be no more than four feet from the ground (including feet and hinge mechanism).

3. Quantity: ~~A~~ No more than one A-frame sign is permitted per business or property lot or parcel. However, one A-frame sign is permitted for each individual tenant space located within an integrated business center, or within a structure, to be located adjacent to the front façade of the tenant space. ~~Properties with multiple businesses are permitted one sign per separate business entity.~~

4. Quality: Signs shall meet the general construction and maintenance requirements set forth in Section 15.32.070. No visible adhesives shall be used to attach graphics or lettering to the sign.

5. Location:

~~a.~~ Signs must not obstruct vehicle sight clearances or be placed so as to obscure permanent signs. Signs placed on or near sidewalks must maintain at least four feet unobstructed sidewalk width.

~~b.~~ Signs may be located at a different location than the business location of the owner of the sign if the sign owner submits a consent form allowing such a sign signed by the business or property owner where the sign will be located.

6. Time Period: Each sign may be displayed only during hours that ~~the~~ a business on the lot or parcel on which the sign is located is open to the public, and shall be promptly removed from public display when the business is closed.

~~G.~~ Searchlights may be used by any business or enterprise once yearly for a maximum period of two consecutive days. "Searchlights" means an apparatus on a swivel that projects a strong, far-reaching beam of light.

F.H. Electronic Message Signs. Any permanent sign that incorporates an electronic message sign shall be subject to the following additional limitations:

1. The sign shall contain static messages only. The message may be changed through dissolve or fade transitions, but may not otherwise have movement, or the appearance or optical illusion of movement or varying light intensity. ~~Each~~The image on the electronic message sign shall remain static for at least ~~one hour~~ten (10) seconds.
2. The sign shall have automatic dimmer software or solar sensors to control brightness for nighttime viewing. The intensity of the light source shall not produce glare, and lighting from the message module shall not exceed 600 nits (candelas per square meter) between dusk to dawn as measured from the sign's face. ~~Applications for sign permits containing an electronic display shall include the manufacturer's specifications and nit (candela per square meter) rating. The City shall have the right to enter the property to view the programmed specifications of the sign to determine compliance with this provision.~~
3. An electronic message sign placed inside a window is subject to the provisions of this section when it is visible from a public right-of-way or any vehicular maneuvering area.
4. Any existing sign permitted to incorporate a new electronic message sign shall be brought into compliance with all other applicable provisions of this chapter including but not limited to sign height, size, and design.

G. Food Cart Signs. Signs are only permitted on two wall surfaces of a food cart. The percentage of each wall surface is not limited, but the signs may not extend above the top side rail or below the bottom side rail of the food cart. No visible adhesives shall be used to attach graphics or lettering. Signs shall be wholly affixed to the wall surface of the food cart. Signs that project, drape, or hang from awnings or walls are not permitted.

H.I. Temporary signs are allowed in addition to any permanent sign permitted under this chapter, except as otherwise stated below.

1. Types. Temporary signs may either be freestanding or attached to a building.

~~12.~~ **Number.** Each lot or parcel on which a permanent building is located may have one temporary sign~~One freestanding or on-building temporary sign is allowed per business~~, except that integrated business centers are allowed one freestanding temporary sign for each permanent freestanding sign ~~that exists~~permitted on the property. Banners on permanent freestanding signs are considered freestanding temporary signs.

~~23.~~ **Height.** The maximum height of a freestanding temporary sign is six feet. No ~~on-building~~ temporary sign attached to a building may extend above the roofline of the building on which it is located.

~~34.~~ **Area.** The maximum sign face area of a temporary sign is 32 square feet.

~~45.~~ **Anchoring.** Temporary signs must be ~~situated~~installed in a manner that will allow the sign to remain anchored to the ground or affixed to a wall during varying weather events~~prevents the sign from being blown from its location~~, while allowing for the prompt removal of the sign. Signs must not obstruct vehicle sight clearances or be placed so as to obscure permanent signs. Signs placed on or near sidewalks must maintain at least 4 feet unobstructed sidewalk width.

~~56.~~ **Duration.** ~~A~~Each lot or parcel may display a temporary sign ~~may for only be displayed for 180~~120 days total in any calendar year. ~~for each lot, parcel, or business, or until the event associated with the sign has ended, whichever is earlier.~~This duration limit begins the first day the temporary sign is used and runs for ~~180-120~~ consecutive days, regardless of whether the temporary sign is removed during this period. When more than one temporary sign is permitted under this section, the periods for all signs will run concurrently regardless of whether they are placed at the same

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~~time. A business may not display a banner for more than 60 consecutive days out of 90 days (i.e., a business must be free of any temporary banners for at least 30 consecutive days out of 90 days).~~

7. Searchlights. One searchlight may be used on a lot or parcel once per year for a maximum period of two consecutive days. "Searchlight" means an outdoor electric light with a concentrated beam that can be turned in the fixed direction or upon a rotating base.

(Ord. No. 2005-11; Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.030. Permanent ~~S~~signs allowed in residential zones—Permits required.

- A. One permanent sign is allowed for each parcel or lot ~~zoned~~ with a residential zoning designation on which a dwelling is located.
- B. The sign must be located flat against the dwelling, ~~or located no further than four feet from a residence's~~ the footprint of the dwelling.
- C. The maximum sign face area of a permanent sign in a residential district, other than as prescribed in subsections D. and E. of this section is two square feet.
- D. Multifamily signage ~~or~~ and residential subdivision gateway signage standards.
 1. In addition to signs otherwise permitted under this section, one additional sign (a "multifamily or subdivision sign") is permitted on a parcel or lot with a residential zoning designation, subject to the requirements of this subsection, when the additional sign is located within one-hundred feet of an entrance from a public right-of-way to a multifamily development or residential subdivision.
 2. Multiple signs: Generally, only one multifamily or subdivision sign is permitted per multifamily development or residential subdivision. If a multifamily development or residential subdivision has access from more than one public right-of-way, up to two total multifamily or residential subdivision signs may be permitted, provided each is located at an entrance from a different public right-of-way.
 13. ~~Area.~~ The maximum sign face area of a multifamily or subdivision sign is 32 square feet.
 4. Base. A sign's base must extend at least 36 inches above the adjacent finished grade and wrap around all sides of the sign structure. The base shall consist of natural stone (e.g., basalt, granite, river stone), split face rusticated concrete block, or brick. Cultured stone is allowed if it has a stone texture and is similar in appearance to natural stone.
 5. Rectangular-shaped signs shall provide a metal or wood (or material having the appearance of metal or wood) frame a minimum of two inches wide around all sides of the sign face.
 6. Height. The maximum height of a multifamily or subdivision sign is six feet.
 7. Type. Multifamily or subdivision signs must be permanent freestanding signs.
 2. ~~Number and type: One freestanding sign is allowed for a subdivision development or a multifamily complex, even if more than one tax lot or ownership is included in the development, except as follows:~~
 - a. ~~If a development has more than one access point, one additional sign may be located at a major public access point located on a different public road.~~
 - b. ~~In the case of a., above, neither sign may exceed 32 square feet in area.~~

~~c. Individual properties within a subdivision are allowed a sign in accordance with subsections A. through C. above.~~

~~d. Height. The maximum height of a multifamily or subdivision sign is five feet.~~

- E. Commercial and Institutional Uses within Residential Zones. Home businesses shall adhere to the regulations in Chapter 17.74 of the Sandy Municipal Code. All other lots and parcels with a residential zoning designation where a commercial or institutional use lawfully exists are subject to the following regulations:

1. Number. Only one sign is allowed per lot or parcel, and only one sign is allowed per lawful commercial or institutional use. A lot or parcel on which more than one lawful commercial or institutional use is located is allowed only one sign. When a single lawful commercial or institutional use occupies more than one lot or parcel, only one sign is permitted and may be located on any of the associated lots or parcels. ~~for a development or complex, even if more than one tax lot or ownership is included in the development,~~
2. Multiple signs. Notwithstanding subsection 1 above, if a lot or parcel on which a commercial or institutional use lawfully exists (or more than one lot or parcel on which a single commercial or institutional use lawfully exists) has access from more than one public right-of-way, up to two total signs may be permitted, provided each is located at an entrance from a different public right-of-way. ~~except that if a development has more than one access point, one additional sign may be located at a major public access point located on a different public road.~~
- ~~2. Type.~~ The sign may be freestanding or on-building.
3. Area. The maximum sign face area is 32 square feet.
4. Base. A sign's base must extend at least 36 inches above the adjacent finished grade and wrap around all sides of the sign structure. The base shall consist of natural stone (e.g., basalt, granite, river stone), split face rusticated concrete block, or brick. Cultured stone is allowed if it has a stone texture and is similar in appearance to natural stone.
5. Rectangular-shaped signs shall provide a metal or wood (or material having the appearance of metal or wood) frame a minimum of two inches wide around all sides of the sign face.
- ~~6.4.~~ Height. The maximum height for a freestanding sign is ~~five~~ six feet.
7. Type. The sign may be freestanding or attached to a wall.
- ~~5. Readerboard signs may be incorporated in a freestanding or on-building sign, subject to the limits in 15.32.020.H.~~

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.032. Signs allowed in residential zones exempt from permits but subject to regulation.

- A. Temporary Signs. Temporary signs are allowed in addition to any permanent sign permitted under this chapter, except as otherwise stated below.
1. Number. A residentially zoned lot or parcel may have two temporary signs (freestanding, A-frame, or wall on building), so long as the total combined sign face area of the two signs does not exceed 16 square feet. Additional temporary signs not exceeding six square feet each are permitted if erected not more than 45 days prior to an election and removed within five days following the election; except that one such sign may be up to sixteen square feet in area.

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2. *Height.* The maximum height of a freestanding temporary sign is six feet. No ~~on-building~~ temporary sign located on a wall surface may extend above the roofline of the building on which it is located.
3. *Area.* The maximum area of a temporary sign in a residential zone is 16 square feet.
4. *Anchoring.* ~~A~~ Temporary signs must be situated in a manner that prevents the sign from being blown from its location, while allowing the prompt removal of the sign.
5. *Duration.* Each lot or parcel may display a temporary sign for only 120 days total in any calendar year. This duration limit begins the first day the temporary sign is used and runs for 120 consecutive days, regardless of whether the temporary sign is removed during this period. When more than one temporary sign is permitted under this section, the periods for all signs will run concurrently regardless of whether they are placed at the same time. The additional signs allowed under Subsection A.1. of this section are exempt from the time limits in this section. ~~A temporary sign may only be displayed for 180 days total in any calendar year for each lot, parcel, or business, or until the event associated with the sign has ended, whichever is earlier.~~
6. *A-frame Signs.*
 - a. ~~—~~ Portable A-frame signs are considered to be temporary signs for purposes of this section. The height of an A-frame sign is limited to three feet and the sign face area to six square feet. In all other respects, A-frame signs are subject to the regulations in this section.
 - b. ~~— The city shall have available a reasonable supply of professionally made garage sale signs that can be rented by individuals. In addition, the city may secure a deposit to recover the cost of replacing the sign in the event of damage or loss.~~
7. Signs must not obstruct the vision clearance area, as defined by Section 17.74.30. of the Sandy Municipal Code or be placed so as to obscure permanent signs. Signs placed on or near sidewalks must maintain at least 4 feet unobstructed sidewalk width.

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.035. Temporary signs for ~~C~~community-wide events ~~signs~~.

Notwithstanding any other provision of this chapter, the official sponsor of a community event may erect community event signs on any property within the City subject to the following requirements:

- A. The “official sponsor” of a community event is the person or organization which obtained the necessary permits for the community event, or which is otherwise recognized by the City in writing as the official sponsor of a specified community event.
- B. A “community event” is an event which has been designated in writing as a community event by the City Manager based on meeting one or more of the following criteria:
 1. The City has contributed funding to the event either directly or indirectly; or
 2. The event:
 - a. Is expected to significantly promote tourism in the city of Sandy; and
 - b. Will help achieve one or more established City Council goals.
- C. A “community event sign” is a banner, flag, wind-activated device, streamer, balloon, pennant, poster, or any type of temporary sign, erected by the official sponsor of the community event.

- D. All community event signs must meet the dimensional and installation requirements of this code applicable to the sign type, but are not subject to the other requirements of this code except as specified in this section.
- E. Community event signs may not be erected more than 21 days before the first day of the community event and must be removed no later than 7 days after the last day of the community event.
- F. Community event signs may only be erected with the authorization of the owner of the property on which they are erected.

~~Special signs, including but not limited to banners, flags, wind-activated devices, streamers, balloons, pennants, posters, etc., as approved by the city council may be permitted:~~

- ~~A. The applicant must submit a written request, specifying the time period for display of signs, type of event, types of advertising/display material and proposed locations of display materials;~~
- ~~B. Time limits: 21 days prior to the event and removal within seven days following the event;~~
- ~~G.C. Street banners proposed to be erected over public the state highway right-of-way are subject must be reviewed and approved in advance by the Public Works Director or his/her designee only for the purpose of ensuring the structural integrity of the sign. Banners erected over the state highway right-of-way also may be subject to the Oregon Department of Transportation regulations. to a permit issued by the State Highway Division and all applicable rules of that agency.~~

Sec. 15.32.040. Signs allowed in all zones exempt from permits but subject to regulation.

The following signs are allowed in all zones and exempt from permits but are subject to regulation as listed below:

- A. *Banners on Light Poles in* ~~Private~~ Parking Lots (Commercial/Industrial/Parks and Open Space Zones).
 - 1. *Number.* Only one banner per pole.
 - 2. *Size.* No larger than 30 inches wide and 60 inches tall.
 - 3. *Materials.* Limited to materials that appear like canvas or fabric; no reflective vinyl.
 - 4. In no instance shall such signage be located within a public right-of-way.
- B. *Signs Held by People.* A sign held by a person in or adjacent to a pedestrian right-of-way, ~~whether or not the individual is in costume,~~ is permitted as long as the person holds the sign. The person holding the sign must follow all applicable traffic safety regulations and not interfere with the use of the right-of-way by bicyclists, pedestrians, and motorists. Signs must not obstruct vehicle sight clearances or obstruct any permanent signs. Signs being held upon a sidewalk must maintain at least 4 feet unobstructed sidewalk width.

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.050. Signs permitted in all districts—Exempt from permits.

The following signs are allowed in all districts and do not require a permit. ~~and operations are exempt from one or more of the requirements of this chapter but shall comply with all other applicable provisions. Limitations, if any, are noted below.~~

- A. Signs erected in the public right-of-way by the city, Clackamas County, the state of Oregon, the U.S. Government, a public utility, or an agent of one of those entities, including:
 - 1. Street identification signs;

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2. Traffic control, safety, warning, hazard, construction, and related [public safety](#) signs.

- B. ~~One official national, state and local government~~ [Two flags or banner](#) per ~~property lot or parcel~~ when installed in a manner that meets city ordinances, ~~and when flown and maintained as specified by the U.S. Flag Code, are exempt from the provisions of these regulations.~~

The flag ~~pole or other~~ structure [to which the flag is attached](#) ~~should must~~ not exceed 20 feet or 110 percent of the maximum height of the primary structure on the property, whichever is greater. All structures over ten feet in height require a building permit and an inspection of the footing and structure, as per the ~~Oregon State Structural Specialty~~ [Building](#) Code, prior to installation of the structure;

- C. Signs required by city ordinance, county ordinance, ~~or state,~~ or federal law, ~~are exempt from the provisions of these regulations.~~ Examples include, ~~but are not limited to,~~ address numbers, street names, public notices, restaurant health inspection ratings, handicapped access signs, ~~and signage within City owned parks and open spaces~~ [civil defense shelter signs](#);
- ~~D. Signs erected for the convenience of the public identifying rest rooms, entrances, public telephones, walkways, directional or information signs, including menu boards, located wholly within the site;~~
- ~~D.E.~~ Signs located on private property that are not visible from a public street or right-of-way, ~~or any other property unless the department deems that the continuation of such a sign constitutes a serious and immediate danger to public safety and welfare;~~
- ~~E.F.~~ [Signs, plaques, inscriptions, or](#) ~~Historical~~ markers [located on a historic site or structure that are made, erected, and or](#) maintained by a public authority or ~~recognized historical society or organization identifying sites, buildings or structures of recognized historical value;~~
- ~~G. Memorial signs or tablets, historical markers, signs cut into the surface or the facade of the building, or when projecting not more than two inches;~~
- ~~H. Signs located in the interior of any building or within an enclosed lobby or court of any building or group of buildings, which signs are designed and located to be viewed exclusively by patrons of such use or uses;~~
- ~~I. Painted wall decorations and wall graphics ("painted wall decorations" means murals or displays painted or placed directly onto a wall or fence and containing no copy, advertising symbols, lettering, trademarks designed and intended as a decorative or ornamental feature);~~
- ~~F.J.~~ Signs, decorations, and displays inside of ~~windows or attached to the inside of windows~~ [any building](#), provided that the sign, [decoration](#), or display ~~in a window~~ does not exceed [a sign face area of 100 square feet or 33 percent of the window area, whichever is less.](#) ~~Window~~ [Such](#) signs larger than 100 square feet are regulated as wall signs.
- ~~G.~~ [Seasonal decorations. For purposes of this section, "seasonal decorations" means any of the following that are placed during the months of October, November, December, and January:](#)
- [1. Light fixtures that use bulbs that are sized C6, C7, or C9, or LED bulbs that are 8 mm or smaller; and](#)
 - [2. Statues and inflatable objects not exceeding ten feet in height.](#)

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.060. Nonconforming signs.

- A. The following shall be considered nonconforming signs:
1. [Permanent](#) ~~S~~ signs that already existed when these regulations were adopted, have an approved ~~county or state~~ [City](#) sign permit [\(if applicable at the time of construction\) and complied with the](#)

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regulations in place at the time of construction, and which do not conform to the provisions of these sign regulations;

2. Permanent ~~S~~ signs on lands annexed to the city which predated the annexation and which have and having an approved county or state sign permit (if applicable at the time of construction) and complied with all regulations in place at the time of construction.
- B. Nonconforming signs shall be removed or shall be altered to conform to the provisions of this chapter when: the sign is changed or modified in shape, location, or size. The sign shall be removed or brought into compliance with this chapter within 120 days of the date of such occurrence.
1. ~~The nature of the business conducted on the premises changes and the sign is changed or modified either in shape, size or legend; or~~
 2. ~~When the name of the business changes and the sign is changed or modified either in shape, size or legend.~~
 3. ~~Exception: Panels on existing nonconforming backlit signs in the C-1 zone may be changed according to the provisions of Paragraph 15.32.020.A.~~
- C. ~~Nonconforming signs advertising a business or other use which has discontinued operation within the building, on the lot or in the development shall be deemed abandoned and shall be removed within 120 days of the time the business or use is discontinued, unless a new occupancy permit is issued for a new use.~~
- D. ~~All temporary signs in existence which do not conform to the provisions of this chapter shall be removed or made to conform within 30 days of the passage of the ordinance codified in this chapter.~~
- E. ~~Signs located on property which is annexed to the city shall have 60 days in which to be removed or made to conform to the provisions of this chapter.~~
- F. ~~If a nonconforming sign is abandoned, the property owner of record, as shown on the tax roll of Clackamas County, shall be notified via certified mail (return receipt requested) from the department directing that it be removed within 60 days. Following notice by the building official, if the abandoned sign has not been removed, the building official shall cause the sign to be removed. The cost of removal shall be entered by the city recorder on the docket of city liens against the property owner, and shall be collectible in the same manner as liens for public improvements. For purposes of this section, "Abandoned sign" means a structure designed for, but not containing, a sign for 120 continuous days.~~

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.070. General construction and maintenance requirements.

- A. ~~Each~~ A sign shall be constructed, erected, and maintained to meet the requirements of the ~~Oregon Structural Specialty Oregon Building Code, National and Electrical Code and Oregon Mechanical Code.~~ In addition, all illuminated signs shall be subject to the provisions of the Underwriters' Standard, as defined in Underwriters' Laboratories, "Standards For Safety, Electric Signs." All signs manufactured in Canada also shall comply with the standards ~~of~~ on the Canadian Standards Association (CASCSA). For purposes of this section, "illuminated sign" means any sign which ~~has characters, letters, figures, designs or outlines~~ is illuminated by electric lights or luminous tubes. ~~as part of the sign property. For the purposes of this section "maintained" refers to the normal care needed to keep a sign functional such as cleaning, oiling, changing of light bulbs, and repair.~~
- B. All signs and component parts shall be kept in good repair and maintained in a safe, neat, clean and attractive condition. A sign or sign structure that is determined by the City to constitute a hazard to

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the public safety or health by reason of poor structural design or construction, inadequate maintenance, lack of repair, or dilapidation may be required to be removed per the standards identified in Section 15.32.170.

- ~~C. The regulations establish standards for allowable area, location, types and activities permitted upon and uses in conjunction with all signs and other advertising structures within the city. All sign permits issued and signs erected after the effective date of the ordinance codified in this chapter shall conform to the standards of these sections.~~
- ~~D. *Location.* All signs, unless specifically authorized by this code or the State Structural Specialty Code shall be located entirely within the boundaries of the property.~~
- ~~E. *Lighted Signs in all districts:*~~
 - ~~1. Signs may be indirectly, internally or directly illuminated unless otherwise restricted in this chapter. Indirect lighting shall be screened from view by ground surface, evergreen landscape screening or ornamental features of the sign structure. Braces and struts which support indirect lighting from the top or sides of the sign are prohibited.~~
 - ~~a. "Direct" lighting means exposed lighting or neon tubes on the sign face.~~
 - ~~b. "Indirect" lighting means the light source is separate from the sign face or cabinet and is directed so as to shine on the sign.~~
 - ~~c. "Internal" lighting means the light source is concealed within the sign.~~
 - ~~2. A lighted sign visible to and located within 100 feet of a residential zoning district shall be turned off from 10:00 p.m. to sunrise.~~
 - ~~3. Exposed incandescent bulbs may be used on the exterior surface of a sign if each of such bulbs do not exceed 25 watts or unless each such bulbs are screened by a diffusing lens, sun screen or similar shading device.~~
 - ~~4. Floodlights or spotlights shall be permitted on ground mounted signs and wall signs, provided that such lights concentrate the illumination onto the area of the signs so as to prevent glare upon the street or adjacent property.~~
- ~~F. *Existing Developments.* Existing developments which contain more than one use but do not meet the criteria established for commercial planned developments, shopping or business centers and where two or more uses are located on a single lot or group of contiguous lots which were developed according to a plan, shall be considered to be a planned development.~~

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.080. Prohibited signs.

The following signs and operations are prohibited ~~signs and operations,~~ and may not be erected or permitted to operate within the city unless specifically authorized by other sections of this ~~e~~Code:

- A. Signs that obstruct the vision clearance area, as defined by Section 17.74.30. of the Sandy Municipal Code, of a street or alley intersection ~~or driveway intersection.~~
- B. Signs that obstruct ingress or egress through any door, window, fire escape, standpipe, or like facility, required or designated for safety or emergency use.
- C. Signs that may be confused with public traffic signs or highway identification signs, or graphically appear similar to these types of signs, or signs that may mislead or confuse vehicle operators.

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- ~~D. Signs or sign structures determined by the building official to constitute a hazard to the public safety or health by reason of poor structural design or construction, inadequate maintenance, lack of repair, or dilapidation ("maintenance" means normal care needed to keep a sign functional such as cleaning, oiling and changing of light bulbs);~~
- ~~D.E.~~ Signs that rotate, reflect, flash, blink, fluctuate, or have chaser effects (a "rotating signs" has sign faces or portions of a sign face which revolve around a central axis).;
- ~~E.F.~~ Except for an approved food cart sign, Ssigns placed on, affixed to, or painted on any motor vehicle, trailer, or other mobile structure, that are not registered, licensed, and insured for use on public highways and /or parked with the primary purpose of providing a sign not otherwise allowed by this chapter.;
- ~~F.G.~~ Signs on Bbenches, ~~with a commercially available space for advertising;~~
- ~~G.H.~~ Signs located on or above public rights-of-way without written consent of the applicable jurisdiction. This includes, but is not limited to, posters or notices on utility poles, ~~political~~ signs in ~~parking planter~~ strips, etc., ~~other than traffic control signs installed by the state, county or city;~~
- ~~H.I.~~ Roof signs (signs erected upon, against or directly above a roof, or on the top of or above the parapet of a building), including on food carts.;
- ~~I.J.~~ Attention attracting devices, including but not limited to flags not in compliance with Section 15.32.050., feather signs, balloons, windsocks, pennants, streamers, valances, spinners, spirals and other wind-activated devices including propellers.

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.090. Permit required.

It is unlawful for any person to erect, repair, alter, or relocate any sign ~~within the city any sign or other advertising structure~~ as defined in this chapter without first obtaining a sign permit from the ~~e~~City and making payment of the required fee, with the exception of signage exempt from obtaining a permit within Sections 15.32.040 and 15.32.050 of this chapter. ~~required by the city thereof.~~

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.100. Permit and variance application fees.

Fees shall be ~~those~~ established by City Council ~~in the current fees and charges~~ resolution and are due and payable in effect at the time of application.

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.110. Permit application.

Application for a sign permit shall be ~~made in writing~~ completed upon forms supplied by the ~~e~~City and shall contain the following information:

- A. Name, address, email, and telephone number of the applicant;
- B. Location by street number of the building and unit number if applicable, structure, or lot or parcel to which or upon which the sign is to be installed or affixed;
- C. A ~~drawing, drawn~~ to scale drawing showing the design of the sign, including dimensions of the sign, dimensions of wall if wall-mounted, maximum height above grade ~~if free-standing~~, method of

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attachment, source of illumination and the relationship to any building or structure to which it is proposed to be installed or affixed ~~or to which it relates~~ along with a detailed account of the materials to be used;

- D. A ~~plot-site~~ plan drawn to scale indicating the location of the sign relative to property lines, building locations, streets, and sidewalks;
- E. Copies of ~~stress sheets and~~ engineering calculations, for signs other than temporary signs and A-frame signs, showing that the structure is designed for dead load, live load, seismic design category D, and wind ~~pressure forces~~ in any direction in the amount required by the ~~Uniform~~ Building Code;
- F. Name, address, email, and telephone number of the person, firm, corporation, or association erecting such sign ~~or advertising structure~~;
- G. Written consent of the owner of the building, structure, or land ~~to which or on which the~~ structure sign is to be erected;
- ~~H. Copy of any electrical permit required and issued for the sign;~~
- ~~H.~~ For temporary signs, the dates that the temporary sign will be displayed;
- I. A-frame signs are exempted from subsection D and E of this section.
- J. For signs containing an electronic display, the manufacturer's specifications and nit (candela per square meter) rating.
- ~~K.~~ Any such other information required to show full compliance with this chapter and all other provisions of this Code as required by the Director or his/her designee.

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.120. Permit approval.

- A. A completed sign permit application ~~accompanied by the appropriate fee~~ shall be submitted to the ~~d~~Development ~~s~~Services ~~d~~Department ~~or other staff designated by the city manager~~, referred hereafter as "~~d~~Department".
- B. The ~~d~~Department shall review the sign permit application to ensure that it is complete, ~~accompanied by the appropriate fee,~~ and the proposed sign complies with the provisions of these regulations and other ~~e~~City ordinances. All signs shall be subject to inspection and reinspection. A permit shall only be issued when all of these criteria have been met and any applicable fee(s) have been collected.
- C. An approved sign permit does not replace, supersede or waive structural or electrical standards and permits required. These other permits must also be obtained prior to work on the installation of the sign.
- ~~D. The applicable permit review fee shall be doubled if sign installation is begun before obtaining a permit. Payment of such double fee shall not relieve any person from full compliance with these regulations.~~
- ~~D~~E. The permit shall expire if a sign is not installed as approved within 180 days from the date of sign permit application ~~approval~~issuance. Reapplication shall include a new, fully completed application form and any new application applicable fee(s). The application must comply with findings in subsection B of this section, including any amendments to these regulations adopted since the previous permit approval.
- ~~E~~F. An approved sign permit may be revoked by the ~~d~~Director or his/her designee if the approved sign is not constructed and installed as approved, if incorrect information was provided on the application, or if the ~~e~~City approved the permit in error. A decision of the ~~d~~Director or his/her designee may be

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appealed to the ~~City Council~~ in accordance with Section 15.32.140. ~~appeal procedures for a Type III appeal.~~

~~G. All signs shall be subject to inspection and reinspection. Footing inspections may be required for all signs having footings.~~

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.130. Permit conditions.

The ~~department~~ Director or his/her designee may attach conditions in conjunction with the approval of a sign permit as deemed necessary to secure the purpose of this ~~Code~~, the Building Code, and the Electrical Code, and may require guarantees and evidence that such conditions will be complied with.

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.140. Permit appeal.

A decision by the Director or his/her designee on a sign permit application or variance application may be appealed to the ~~City Council~~. A written appeal must be filed with the ~~city recorder~~ Director within ~~ten~~ 12 calendar days of the notice of the decision. The review by the City Council shall be de novo. ~~The appeal shall be conducted the same as an appeal of a decision of the planning commission.~~

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.150. Variances to standards.

Variances are a means of requesting a waiver to certain criteria within this chapter. The Director shall review sign variance applications. ~~There may be rare instances where a combination of strict application of the standards in this chapter and/or public safety concerns may preclude use of signs as a communication medium for a primary frontage. In these cases, it may be appropriate to vary a particular standard to enable a property owner to utilize signs in a manner similar to others in a district.~~

~~A. A.~~ To request a sign variance, an applicant shall submit the following: ~~a completed sign variance application and appropriate review fee.~~

1. A completed sign variance application in a form provided by the City and payment of fees.

2. Sign renderings, including sign square footage, height, colors, and any other applicable information that will help in the variance decision.

3. A narrative explaining how the requested variance is consistent with the criteria as set forth below:

a. The variance is consistent with the purposes of this chapter and will not be materially detrimental to the public welfare or materially injurious to other property in the vicinity.

~~a.b.~~ Special circumstances or conditions apply to the property which do not apply generally to other properties in the same zone or vicinity, and result from lot or parcel size or shape, topography, or other circumstances over which the applicant has no control.

~~B. The Sign Review Committee shall hold a public meeting on the application.~~

~~C. To approve a sign variance request, the Sign Review Committee must find that the requested variance is consistent with the intent of the signage regulations for the zoning district is requested for, and the~~

~~sign is of a reasonable size. The Committee shall balance business needs with the community aesthetics.~~

~~B.D.~~ The ~~decision Sign Review Committee~~by the ~~Director~~ may impose such conditions on the approval as necessary to achieve the purposes of these regulations.

~~E. Unless appealed, the Sign Review Committee's decision shall be the final decision of the city.~~

~~C.F. Appeals to the Sign Review Committee's~~An appeal of the ~~Director's~~ decisions shall be decided by the City Council, ~~and the City Council's decision is~~shall be the ~~City's~~ final decision. ~~of the city.~~

~~D.G.~~ Where a sign approved through these variance procedures is not installed within ~~12 months~~two years from the date of the approval, the variance approval shall expire, and all work must fully comply with these regulations as amended to that date.

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.160. Administration and enforcement.

The ~~department~~-City shall administer and enforce these regulations and is authorized to issue citations for violations of these regulations in accordance with provisions of the Sandy Municipal Code.

The City shall have the right to enter the property where a sign is located to determine compliance with the requirements of this chapter, including but not limited to viewing the programmed specifications of electronic message signs. The City shall first seek authorization to enter from the property owner or person in charge. If entry is denied, the City may seek an administrative warrant from the municipal court.

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

Sec. 15.32.170. Sign removal.

The ~~department~~-Director or his/her designee may order removal of any sign erected, replaced, reconstructed, or maintained in violation of these regulations per one of the following two procedures:-

A. The ~~department~~-Director or his/her designee shall deliver written notice by certified mail (return receipt requested) to the owner of the sign, if known~~or, if the owner of the sign cannot be located, and~~ to the owner of the lot(s) or parcel(s), as shown on the tax rolls of Clackamas County, on which such sign is located, directing that the sign shall be removed or brought into compliance with these standards.

~~B.~~ If the owner of such sign or the owner of the lot(s) or parcel(s) on which the sign is located fails to remove the sign or bring the sign into compliance within 30 days for permanent signs (e.g. free standing signs, wall signs, projecting signs) or within 10 days for temporary signs after receipt of written notice from the ~~e~~City, the sign shall be subject to removal by the City at the expense of the property owner. the building official shall cause such sign to be removed at the expense of the property owner. Such costs shall be entered ~~by the city recorder~~ on the docket of ~~e~~City liens against the property owner, and shall be collectible in the same manner as liens for public improvements. All A-frame signs are considered temporary signs for purposes of this section.

~~B.C.~~ If the condition of the sign presents an immediate threat to the safety of the public, the ~~department~~-City may cause removal of the sign immediately, without prior notice, and the expenses ~~s~~ for such removal shall be paid by the owner of the property on which the sign is located~~or the permit applicant. If such persons cannot be found, the expense shall be paid by the owner of the building, structure or property.~~ Such costs shall be entered on the docket of City liens against the property owner, and shall be collectible in the same manner as liens for public improvements.

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(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

~~Sec. 15.32.180. Periodic review.~~

~~The city council and the department in conjunction with a committee of at least three local business people, shall review this chapter periodically.~~

~~(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)~~

Sec. 15.32.190. Violations.

~~Upon conviction, any person who violates any of the provisions~~ Violation of any provision of this chapter shall be in violation ~~is guilty of~~ of a Class B Civil ~~Infraction~~ and is subject to the Forfeitures defined in Section 1.18.050. ~~and subject to the penalties provided in ORS 153.110 through 153.310, as now constituted.~~

~~A. A person cited for a violation shall be fined up to \$100.00.~~

~~B. Each day a sign is in violation of these regulations shall be considered a new violation.~~

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

~~Sec. 15.32.200. Limitation of liability.~~

~~The city shall not be held responsible for any damage to persons or property by reason of approval, disapproval, or the issuance of a sign permit authorized in this chapter, or inspection or reinspection of a sign as authorized by this chapter.~~

~~(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)~~

Sec. 15.32.210. Definitions.

As used in this chapter:

A-frame signs means a portable permanent sign which has two sides, the frame or support structure of which is hinged or connected at the top of the sign in such a manner that the sign is easily moved and erected ~~(see sample photo).~~

Area, sign face means:

- A. The area of sign enclosed in a frame or cabinet is determined based on the outer dimensions of the frame or cabinet surrounding the sign face. Sign area does not include foundations, supports, or other essential structures which are not serving as a backdrop or border to the sign.
- B. When a sign is on a base material and attached without a frame, the dimensions of the base material are to be used, unless it is clear that part of the base contains no related display or message.
- C. When signs are constructed in individual pieces attached to a building wall, sign area is determined by a perimeter drawn around all the pieces.
- D. For sign structures containing multiple modules oriented in the same direction, the modules together are counted as one sign face.
- E. The maximum surface area visible at one time on a round or three-dimensional sign is counted to determine sign face area.

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Banner means a sign made of fabric or other nonrigid material with no enclosing framework, supported by two (2) or more points, which does not meet the definition of a flag, and which is hung on a building, light pole in a parking lot, or a permitted permanent freestanding sign, or hung over a public right-of-way.

~~*Bulletin board* means bulletin boards for public, charitable or religious institutions when the same are located on the premises of such institutions.~~

Dissolve means a mode of message transition on an electronic message sign accomplished by varying the light intensity or pattern, where the first message gradually and uniformly appears to dissipate and lose legibility simultaneously with the gradual and uniform appearance and legibility of the second message.

Electronic message sign means a sign capable of displaying words, symbols, figures, or images that can be electronically or mechanically changed by remote or automatic means including animated graphics and video.

Erect means to build, construct, attach, hang, place, suspend or affix, and shall also include the painting of wall signs.

Face means the surface of the sign upon, against or through, which the message is displayed or illustrated on the sign.

Fade means a mode of message transition on an electronic message sign accomplished by varying the light intensity, where the first message gradually and uniformly reduces intensity to the point of not being legible and the subsequent message gradually and uniformly increases intensity to the point of being legible.

Feather sign means a sign constructed in whole or in part of lightweight material which is designed to, or which actually does, wave or move in the wind, and which does not meet the definition of a flag or banner.

Flag means a sign which consists of a single piece of lightweight material which is designed to, or which actually does, wave or move in the wind, which meets all of the following criteria:

- A. Is two-sided and rectangular in shape.
- B. Is attached by one side, which must be one of the two shorter sides, to a single metal pole, which is either (1) vertical and permanently installed in the ground or (2) vertical or a maximum of 45 degrees from vertical and attached to a building by a wall mount.

Freestanding sign means a sign on a frame, pole, or other support structure which is not attached to any building.

Frontage, street means the length of the property line of any lot or parcel ~~one premise~~ along ~~each one~~ public right-of-way it borders.

Frontage, tenant space means the length of the exterior façade occupied by an individual tenant space that faces either a parking lot, pedestrian path, or public right-of-way.

Height means the overall height of a free-standing sign or sign structure is measured from the grade directly below a sign to the highest point of the sign or sign structure.

~~*Readerboard* means a sign or part of a sign specifically designed to allow for the convenient display of temporary messages without alteration of the sign field, and on which the letters or images are readily replaceable such that the copy can be changed from time to time at will, either by hand or through electronic programming.~~

Integrated business center means a lot or parcel on which two or more commercial businesses are located.

Permanent sign means an A-frame sign and any sign that is affixed to a building, window, or structure, or to the ground, in a manner that enables the sign to resist environmental loads, such as wind or snow, and that precludes ready removal or movement of the sign.

Sign means materials placed or constructed, or light projected, that (1) conveys a message or image and (2) is used to inform or attract the attention of the public. The scope of the term 'sign' does not depend on the

content of the message or image conveyed. ~~an identification, description, illustration or device that is affixed to or represented directly or indirectly upon a building, structure or land and which directs attention to a product, place, activity, person, institution or business.~~

Sign structure means a structure specifically intended for supporting or containing a sign which is not an integral part of a building.

Temporary sign means a sign other than a permanent sign. ~~or advertising display constructed of fabric, paper, cardboard, plywood, or other light materials, with or without a frame, not permanently attached to a building, structure or ground intended to be displayed for a specific and limited period of time. A temporary sign is intended to:~~

- ~~A. Exist until such time as a permanent sign can be placed;~~
- ~~B. Exist for a limited period of time as determined by the specific date of an event, activity or sale.~~

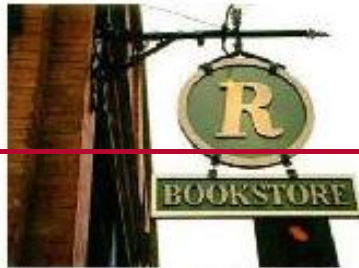
Wall area means all window and wall area of a building or tenant space on one plane or elevation.

Wall sign means a sign attached to, painted on, or erected against a wall, fascia, or parapet wall whose display surface is parallel to and extends not more than eighteen (18) inches from the wall to which it is attached.

Examples of Appropriate Signs:



Sample Backlit Sign



Sample Projecting Sign



Sample Hanging Sign



Sample A-Frame Sign



Sample Monument Sign

(Ord. No. 2008-06, 5-7-2008; Ord. No. 2010-04, 1-5-2011; Ord. No. 2011-11, 10-19-2011)

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Sign Code Modifications

City Council Work Session
February 17, 2026

Reason for update

Item # 1.

The existing code language is not worded as clear as it could be which has caused confusion for the public, for sign manufactures, and for City staff administering the sign code.

When leadership changes occurred at the beginning of 2017 it was quickly identified that the sign code had overly bureaucratic processes and constitutional violations.

- The City Manager and Mayor at the time both agreed that processing A-frame signs and sign variance requests through two separate committees was overly burdensome for City staff to administer and made for lengthier processing timelines for applicants.

Reason for update

Item # 1.

- The City Manager in 2017, Yamashita, instructed the Development Services Director to start working on modifications to Chapter 15.32.
- Staff and attorneys started review in 2017, but code amendments were shelved by City Manager Wheeler due to the pandemic and other projects with a higher priority.
- Staff have worked with attorneys at Beery, Elsner, and Hammond (BEH) to identify constitutional issues and modify the code based on past court decisions.
- The Planning Commission held a work session on April 22, 2024. Staff made modifications based on that feedback.

Reason for update

Item # 1.

- Staff met with the Planning Commission on January 13, 2025, to discuss goals for this biennium. One of the goals identified was to update the sign code.
- The Development Services Director listed updating the sign code as a department goal in several biennium retreat documents. With the adoption of the 2025-27 goals, it dovetails into goals 6.9 and 6.10:
 - 6.9:** Ensure compliance with state legislative and regulatory mandates through code amendments that are responsible and reflect the community's values.
 - 6.10:** Continue to improve and refine code language, policies, and practices related to code enforcement.

Reason for update

Item # 1.

Reminder: Chapter 15.32 was last updated in 2011.

Staff's goals with these proposed amendments include:

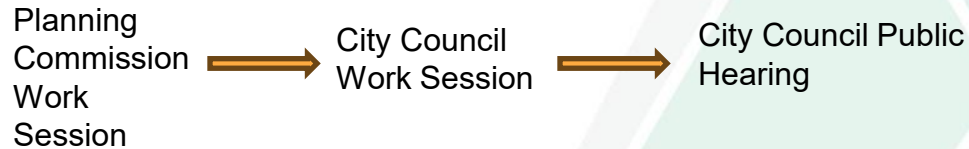
- ensuring compliance with constitutional requirements (e.g. first amendment issues)
- making code enforcement processes clearer
- removing burdensome code provisions
- modifying the code for easier comprehension and implementation

Process after work session

Item # 1.

- Staff recommend the City Council review the proposed code modifications and provide direction prior to holding a public hearing.
- Included in the meeting packet is a draft ordinance, Ordinance No. 2026-02.

Note on process: Since this chapter is outside Title 17 of the Sandy Municipal Code, the Planning Commission will not hold a public hearing.



Note on murals

Item # 1.

- Remove murals as an exemption in the sign code because of constitutional concerns relating to regulating the content of murals through the sign code.
- This change will have the effect of prohibiting murals in the City as that term is generally understood for the time being.
- If the City Council would like to allow additional murals in the City, the City could consider adopting a separate mural program similar to what has been done in other Oregon cities.
 - Bend
 - Milwaukie
 - Sherwood



Proposed Code Amendments

Item # 1.

- Some of the proposed code amendments are mandatory.
- Most of the changes are policy neutral, but staff and the City Attorney have proposed some policy changes to make the code easier to comprehend, to make enforcement clearer, and to remove burdensome code provisions.
- The following slides include policy changes where the City Council has the most discretion.

The next six slides of the presentation will be interactive.

Sign height

Item # 1.

- Section 15.32.020.D.3.: Staff propose the maximum height of a freestanding sign in the C-3 zoning district increase from 8 feet to 10 feet.

Does allowing this additional two feet in sign height in the C-3 zoning district make sense?

- Section 15.32.030.E.6.: Staff propose the maximum height of a freestanding sign for a commercial or institutional use within a residential zone increase from 5 feet to 6 feet.

Is Council okay with this additional foot in sign height?

Sign design

Item # 1.

- Section 15.32.020.D.7.b.: Staff propose the frame on a rectangular shaped sign in all commercial and industrial districts decrease from three inches wide to two inches wide.

Does this change to increase code flexibility seem okay?

- Section 15.32.020.G.: Staff propose to allow signs to occupy two wall surfaces of a food cart. (There are currently no regulations.)

Does this proposed regulation seem fair?
(existing carts would be exempt)

Community event signage

Item # 1.

A “community event” is an event which has been designated in writing as a community event by the City Manager based on meeting one or more of the following criteria:

- a. The City has contributed funding to the event either directly or indirectly; or
- b. The event:
 - i. Is expected to significantly promote tourism in the city of Sandy; and
 - ii. Will help achieve one or more established City Council goals.

Note: Staff believes that in the past, Winterfest and the Mount Hood Farmers Market have both been designated as ‘community events’.

Does the Council like the draft criteria?

Time limits

Item # 1.

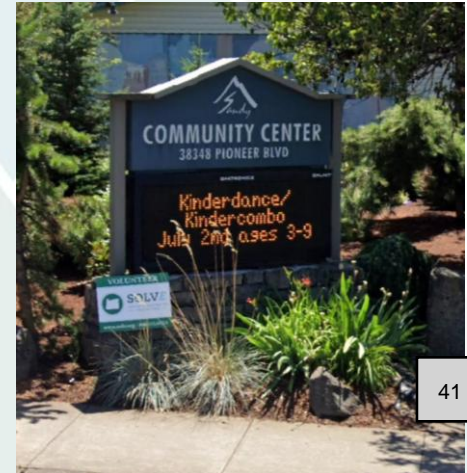
- Section 15.32.020.H.: Staff propose reducing what is considered a temporary sign from 180 days total in a calendar year to 120 days in a calendar year.

Note: This is also reflected in Section 15.32.032.A.5.

Is Council okay with this reduction in days?

- Section 15.32.020.F.: Staff propose allowing electronic messages to change every 10 seconds, instead of once per hour as currently written.

Is Council okay with this added flexibility?



Sign review

Item # 1.

- Section 15.32.020.E.: Staff propose that A-frame signs are reviewed by Planning Division staff instead of an A-Frame Sign Review Committee.
- Section 15.32.150.B.: Staff propose that sign variance requests are reviewed by the Director instead of a Sign Review Committee, and that appeals of the Director's decision are reviewed by the City Council.

Note: Since March 2017, staff have approved A-frame signs, and the City Council has reviewed sign variance requests.

- Section 15.32.140: Staff propose increasing the deadline to file an appeal of a sign application decision from 10 calendar days to 12 calendar days to match the appeal filing deadline in Title 17 of the Municipal Code.

Does Council have any concerns?

Code enforcement policies

Item # 1.

- Section 15.32.170.A.: Staff and the City Attorney propose that temporary signs have to come into compliance within 10 days of notice by code enforcement, not 30 days.

Is Council comfortable with this proposed change?

- Section 15.32.190.: Staff propose that violations of Chapter 15.32 are a Class B infraction (\$500 fine), instead of a \$100.00 fine.

Does Council find that a Class B infraction is appropriate?



CITY COUNCIL MEETING

Tuesday, January 20, 2026 at 7:00 PM
Sandy City Hall and via Zoom

MINUTES

EXECUTIVE SESSION: The City Council met in executive session pursuant to ORS 192.660(2)(i)

REGULAR MEETING – 7:00 PM

PLEDGE OF ALLEGIANCE

ROLL CALL

PRESENT

Mayor Kathleen Walker
Council President Don Hokanson
Councilor Chris Mayton
Councilor Laurie Smallwood
Councilor Rich Sheldon
Councilor Kristina Ramseyer
Councilor Lindy Hanley

ABSENT

Councilor Chris Mayton

CHANGES TO THE AGENDA

It was the consensus of the Council that the Municipal Judge appointment should be moved to immediately after Public Comment.

PUBLIC COMMENT (3-minute limit)

Austin Ernesti: he expressed thanks for the Special Service Contract Program grant provided for the SICC forest festival, and he noted his organization's intentions to assist with invasive species removal along the Tickle Creek Trail corridor. Discussion ensued about the City's existing contract with the Clackamas River Watershed Council for this work pursuant to the Consent Decree, and whether volunteer assistance is appropriate.

RESPONSE TO PREVIOUS COMMENTS

(none)

PRESENTATIONS

1. Municipal Judge Appointment

The City Manager provided an introduction and an overview of Ms. Lundquist's qualifications, and summarized the Municipal Judge recruitment process. Ms. Lundquist introduced herself and expressed her willingness to serve the City. Mayor Walker and Councilor Ramseyer summarized their experience as part of the interview panel, praised Ms. Lundquist's ideas and intended approach, and recommended her appointment. The possibility of an oath of office was discussed; staff stated they would review the City's legal requirements and determine whether an oath is required.

MOTION: Approve the agreement between the City of Sandy and Kyndre Lundquist for the Municipal Court Judge position

Motion made by Councilor Sheldon, Seconded by Councilor Ramseyer.

Voting Yea: Mayor Walker, Council President Hokanson, Councilor Smallwood, Councilor Sheldon, Councilor Ramseyer, Councilor Hanley

MOTION CARRIED: 6-0

2. Audit Presentation - Fiscal Year Ended June 30, 2025

Tim Gillette and Colleen Belford with TKW were present to present the City's audit; they provided hard copy handouts of slides that are attached to these minutes. Discussion ensued on the following topics:

- Findings related to public notice for the supplemental budget and plans for future process improvements
- Clarification related to spending above the appropriation in the Telecommunications Fund and plans for future process improvements at the end of the fiscal year
- Discussion related to the three material weaknesses identified for reporting of debt, capital assets, and federal grant revenue, as well as plans for future process improvements
- Emphasis on the importance of the audit as an independent assessment of the City's finances and reporting
- Suggestion to provide more plain language explanations of findings and proactive corrective actions in the future for the benefit and understanding of the Council

CONSENT AGENDA

3. City Council Minutes: January 5, 2026
4. Resolution 2026-01: Audit Corrective Action Plan for Fiscal Year 2025

Note: Due to discussion requested by Councilor Hanley, the purchase authorization for the Meinig Park pavilions was removed from the Consent Agenda.

MOTION: Adopt the consent agenda

Motion made by Councilor Smallwood, Seconded by Council President Hokanson.

Voting Yea: Mayor Walker, Council President Hokanson, Councilor Smallwood, Councilor Sheldon, Councilor Ramseyer, Councilor Hanley

MOTION CARRIED: 6-0

NEW BUSINESS

5. Purchase Authorization: Pavilions for Meinig Park Renovation

Lisa Snider with the Sandy Mountain Festival was invited to share her input regarding the pavilion plans, including that her initial impression was that the proposed price was too expensive compared to the possibility of renovating the existing pavilions, but that after speaking with City staff before the meeting her concerns were lessened and she understood the recommendations of staff. She expressed appreciation for the planned park improvements and the collaborative relationship between her organization and the City. Further discussion ensued about the details of the City procurement process and the most constructive times for public input. The City Manager clarified that the suggested motion simply authorizes the City Manager to execute a purchase order, and that a separate urban renewal board meeting is not necessary.

MOTION: Authorize the City Manager to execute a purchase order for three owner-provided and installed pavilions for the Meinig Park renovation project, in an amount not to exceed \$400,974, as included in the meeting packet

Motion made by Councilor Hanley, Seconded by Councilor Ramseyer.

Voting Yea: Mayor Walker, Council President Hokanson, Councilor Smallwood, Councilor Sheldon, Councilor Ramseyer, Councilor Hanley

MOTION CARRIED: 6-0

6. Contract Award: Revenue Avenue Reservoir Treatment Improvements

The Public Works Director summarized the staff report in the meeting packet. Discussion ensued on the following topics:

- Details and chemistry of the water disinfection process, particularly with regard to chlorine versus chloramine
- Overview of the bidding process; note that the engineering estimate was on target and the project is on budget
- Video display of the project schematics and site plan
- The following discussion points related to a proposed redundant pump:
 - Discussion related to whether a proposed redundant pump is necessary
 - Explanation from staff on the reasons for the proposed redundant pump

- Discussions regarding the tradeoffs between system resilience and cost consciousness
- Discussion regarding the need to respect the expertise of engineers
- Discussion regarding the importance of minimizing the impact on ratepayers

MOTION: Authorize the City Manager to execute a construction contract with R.L. Reimers Company for the Revenue Avenue Reservoir Treatment Improvements project for a maximum total fee of \$1,359,463

Motion made by Councilor Sheldon, Seconded by Council President Hokanson.

Voting Yea: Mayor Walker, Council President Hokanson, Councilor Smallwood, Councilor Sheldon, Councilor Ramseyer, Councilor Hanley

MOTION CARRIED: 6-0

REPORT FROM THE CITY MANAGER

- Government relations update from Nellie deVries:
 - Observations on the political landscape as the short session of the Legislature approaches, including potential governor campaigns and opportunities for bipartisan support
 - Discussion of the amount of funding to request from the Legislature for Sandy's wastewater infrastructure needs
 - Note of the upcoming meeting with Senator Drazen
 - Discussion of the uncertainty concerning available state revenue
 - Discussion of possible legislation to fix problematic rulings from OGEC related to serial meetings
 - Suggestion from the Council to make government relations a regular recurring agenda item
- Recognition of the Finance Director for his accomplishments on the budget and audit
- Note of his 11th anniversary as a member of staff
- Note of his recent ICMA-CM certification
- Report that there were 39,000 attendees at Meinig Park during Winterfest

COMMITTEE / COUNCIL REPORTS

Council President Hokanson

- Reflections on the substantial progress made and challenges overcome as part of the drinking water system reinvestment program
- Reflections on the role he has played on the Council as a long-standing member of the water/wastewater oversight subcommittee; emphasis on the importance of respecting the expertise of engineers, being willing to hear difficult news, and ignoring politics

Councilor Hanley

- Appreciation for the Senior Planner's efforts to liaise with the Mountain Festival; note that this year's festival theme is 1776

- Praise for the Library's fundraising for the mobile library
- Congratulations to the new Parks and Recreation Director

Councilor Ramseyer

- Overview of the Planning Commission's recent public hearing regarding the Deer Pointe Park covered basketball structure
- Note that Linda Malone is the new Planning Commission Chair and Jerry Crosby is the new Vice Chair
- Congratulations to the new Parks and Recreation Director

Councilor Sheldon

- Congratulations to the new Parks and Recreation Director
- Appreciation for the Police Department's efforts to combat human trafficking and child abuse
- Overview of the recent C-4 meeting, including the relative lack of funding requests for the Legislature, concern about rulings from the OGEC, and discussion of possible future tolling
- Emphasis on the need to increase the involvement of the full City Council with regard to wastewater issues, to ensure all Councilors have a full understanding of the issues, costs, decisions being made, and specific anticipated financial impact on ratepayers
 - After discussion, it was agreed that the wastewater facilities plan would be discussed during Council meetings this spring, and that staff briefings with all Councilors will be conducted in the coming weeks to ensure everyone is up to speed with the same information

Councilor Smallwood

(none)

Mayor Walker

- Agreement that full Council involvement is needed on the wastewater issue as soon as possible
- Emphasis on the importance of understanding the specific impact of project costs on rates and system development charges
- Reflections on the most recent wastewater subcommittee meeting and concerns about projected costs continuing to increase; concerns about the way information was delivered by the consultants and the lack of advance notice. It was suggested by Council President Hokanson that the subcommittee should be disbanded and the matter should be handled by the full Council
- Reminder of the County's current TSP update process
- Suggestion to identify needed code updates, particularly development requirements for parks and open space
- Reminder of the Deer Pointe Park ribbon cutting
- Recognition of the Police Department officer of the year
- Congratulations to the new Parks and Recreation Director

- Concern regarding the City's contract with the Clackamas River Watershed Council for Tickle Creek restoration required under the Consent Decree, and whether volunteer assistance is appropriate
- Reminder of the need for a report from the Chamber of Commerce on their most recent grant

STAFF UPDATES

Monthly Reports: <https://reports.cityofsandy.com/>

ADJOURN

DRAFT

City of Sandy, Oregon

*AUDIT RESULTS
FOR THE YEAR ENDED JUNE 30, 2025*

JANUARY 20, 2026



The Audit

- Remote audit
- Fieldwork – Interim July; final September-November
- City expended \$5.2M in federal funding – audited 3 major programs
- Issued Annual Comprehensive Financial Report and URA Report in December; issued Single Audit Report in January
- Implemented two GASB standards:
 - Statement No. 101, *Compensated Absences*
 - Statement No. 102, *Certain Risk Disclosures*

Audit Results and Reporting

► City of Sandy

- ✓ Independent Auditor's Report - Unmodified opinion – December 26, 2025
 - Financial statements are presented fairly in accordance with U.S. GAAP
- ✓ Management's Discussion and Analysis
- ✓ Basic Financial Statements
 - Positive net positions for both governmental and business-type activities
- Report on Compliance and Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Oregon State Regulations
 - Over expenditures in the Telecommunications and Urban Renewal Agency Funds
 - Supplemental Budget approved in a meeting without public notice which is not in compliance with Oregon Revised Statute 294.471

Urban Renewal Agency

- ✓ **Independent Auditor's Report - Unmodified opinion - December 26, 2025**
 - Financial statements are presented fairly in accordance with U.S. GAAP
- ✓ **Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards***
 - ❖ No Significant Deficiencies or Material Weaknesses identified
- ▶ **Report on Compliance and Internal Control over Financial Reporting Based on an Audit of Financial Statements Performed in Accordance with Oregon State Regulations**
 - ▶ Over expenditure in the General Fund
 - ▶ No public notice for June 16, 2025 Supplemental Budget meeting which is not in compliance with ORS 294.471
 - ▶ No Significant Deficiencies or Material Weaknesses identified

City Single Audit Reports

- ✓ **Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with *Government Auditing Standards* – Unmodified opinion**
 - ❖ 3 Material Weaknesses – Debt, Capital Assets, and Federal Grant Revenue
- ✓ **Report on Compliance for Each Major Federal Program and Report on Internal Control over Compliance Required by the Uniform Guidance - Unmodified opinion**
 - ❖ No Significant Deficiencies or Material Weaknesses
 - ❖ Major Programs: Congressionally Mandated Projects, Water Infrastructure and Innovation, and Formula Grants for Rural Areas and Tribal Transit Program
- ✓ **Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance**
 - ✓ Fairly presented

Required Communications

- ✓ New GASBs implemented (GASB 101 and 102)
- ✓ Estimates
- ✓ Six audit adjustments (City)
- ✓ Four uncorrected misstatements (City)
- ✓ No corrected misstatements (URA)
- ✓ One uncorrected misstatement (URA)
- ✓ No difficulties encountered during the audit
- ✓ No disagreements with management
- ✓ Not aware of any consultations with other accountants
- ✓ Recently issued GASB standards – 103 *Financial Reporting Model Improvements*; 104 *Disclosure of Certain Capital Assets*
- ✓ Responsibilities for independence

Thank You

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Portland, OR 97224



CITY COUNCIL MEETING

Monday, February 02, 2026 at 6:00 PM

Sandy City Hall and via Zoom

MINUTES

ROLL CALL

PRESENT

Mayor Kathleen Walker
Council President Don Hokanson
Councilor Chris Mayton (attending virtually)
Councilor Laurie Smallwood
Councilor Rich Sheldon (attending virtually)
Councilor Kristina Ramseyer
Councilor Lindy Hanley

WORK SESSION

1. Traffic Safety Technology Work Session

The work session was organized into several segments focused on multiple possible traffic safety improvements: flashing beacons at crosswalks in the downtown, driver feedback signs and speed limit adjustments, and red light and speed cameras. At the end of each section of these minutes, action items resulting from the discussion are listed and are indicated by **yellow highlighting**.

Flashing Beacons at Downtown Crosswalks

The Public Works Director summarized staff efforts to secure ODOT approval to install beacons at crosswalks in the downtown, starting with Pioneer Blvd. in front of the Action Center and Proctor Blvd. at the intersection with Strauss Ave.

The following points outlined the discussion on this topic:

- Extensive engineering standards for ODOT rights-of-way in comparison to City rights-of-way; discussion related to ADA compliance standards
- Opportunities for securing lower costs through the bidding process; opportunities for staff to perform aspects of the work to achieve savings
- Clarification that the estimated cost in the staff report is to address the two highest priority crosswalks, while the second two (at Beers Ave.) will need to be considered separately
- Recognition of the fact that someone was struck by a vehicle outside of the Action Center in 2024, highlighting the importance of safety improvements at that location
- Discussion related to the location of the transit stop near the Procter and Beers intersection
- Consideration of how soon to address the crosswalks along Beers

- Note that the Street Fund can accommodate the crosswalk expenses because of its healthy contingency levels
- Concern about investing in technology that may become obsolete in the future
- Concern about the relatively high cost estimates for the crosswalks at Pioneer in front of the Action Center and at Proctor and Strauss (because of the need to move poles and complete ADA-related concrete work)
- Clarification regarding state law and designation of all intersections as crosswalks
- Concern that parked cars can obscure pedestrians crossing streets
- Discussion related to a possible Safe Routes to School grant to make pedestrian safety improvements near Sandy Grade and Cedar Ridge:
 - Discussion about potential improvements in front of Sandy Grade that were previously proposed in the City's 2020 grant application
 - Suggestion that a new application should be made incorporating the Sandy Grade and Cedar Ridge improvements from the 2020 application
 - Discussion of the matching requirements of the grant program
 - Input from the City Manager that the school district may be interested in cost sharing for a new application
 - Discussion related to precisely where crosswalk improvements would be most valuable near Cedar Ridge, including consideration of other locations along Hood Street

Resulting Action Items

- Staff will bring a contract for the crosswalk improvements in front of the Action Center and at the intersection of Proctor and Strauss to the Council for future approval
 - Staff will work with ODOT and/or other applicable parties to attempt to reduce the cost of the improvements
- Staff will begin the process of seeking ODOT approval for flashing crosswalk beacons at the intersections of Beers and Pioneer and Bees and Proctor
- Staff will prepare a new application for Safe Routes to School funding for pedestrian improvements near Sandy Grade and Cedar Ridge and will attempt to secure school district funding cooperation
- Staff will proactively paint crosswalk lines at the intersection of Bluff and Hood to replace what is now only a painted stop bar
- Staff will reach out to ODOT to ask about the possibility of painting additional crosswalks along Hwy 26 in the downtown

Driver Feedback Signs and Speed Limit Adjustments

It was explained that speed feedback signs have been approved by ODOT for installation along Hwy 26 just before both entrances to the downtown. It was clarified that the location of such signs has the potential to interact with traffic cameras. It was also noted that the cost estimate in the staff report does not include the feedback sign equipment itself, though that cost is anticipated to be minor. Discussion ensued on the advantages of signs that display drivers' speeds, versus those that simply display the words "too fast."

With regard to potentially changing speed limits within city limits, the need to lower speeds along highways was discussed generally, as was the City's request to ODOT to lower speeds along the eastern approach to downtown that has been pending since 2024:

- Segment 1: From: 0.26 mile east of Wolf Drive (MP 24.87) To: 0.21 mile east of Langensand Road (MP 25.33) – requested speed 25 mph
- Segment 2: From: 0.21 mile east of Langensand Road (MP 25.33) To: 0.17 mile east of SE Luzon Lane (MP 26.50) – requested speed 40 mph

Additional discussion continued about the legal options that exist for changing speed limits within city limits and the differing procedures thereof, including statutory speeds and designated speeds. It was suggested that additional exploration is needed on these issues.

Resulting Action Items

- Staff will follow up with the Council with more detailed information about options for changing speed limits within city limits
- Staff will proceed with procuring the speed feedback signs as proposed in the staff report

Red Light and Speed Cameras

The Police Chief was present to provide a summary of the issues and explain the exploratory steps that had already taken place, including the selection of the intersections used in the recent traffic study performed by NovoaGlobal. Heidi Traverso with NovoaGlobal was also present to provide an overview of her firm's services and answer questions. The results of the traffic study were included in the meeting packet.

The following points outlined the discussion on this topic:

- The ways in which Sandy differs from other towns that have implemented camera technology, especially because of Sandy's high volume of regional pass-through traffic
- Overview of the violations observed in the study
- Suggestion that more violations occur at the intersection of Hwy 26 and Orient, compared to Hwy 26 and 362nd Ave; suggestion that this difference might change in the future with development along 262nd Ave.
- Discussion of the potential for behavior changes after the implementation of traffic cameras
- Suggestion that human officers could never address the volume of violations seen in the study since officers can only process three violations per hour in ideal circumstances
- Recognition that enforcement of red light violations is very difficult and dangerous for officers
- Overview and explanation of the red light violation data from the study
- Suggestion that the intersection of Hwy 211 and Hwy 26 is also very dangerous
- Discussion and clarification related to violations that occur when someone is driving a vehicle they do not own, and the difficulty of enforcement in such circumstances

- Explanation of how enforcement can sometimes still occur in such circumstances if officers are aware of who the driver is, or if officers are strategically located to catch drivers who might return on a regular schedule
- Concerns related to equity, especially as people who break the law by not registering their cars would not be caught, while otherwise law abiding individuals would
- Note of the future potential of implementing license plate reader technology; concerns regarding privacy
- Explanation of warning signs that would need to be placed in advance of cameras
- Discussion of increases in compliance seen in other cities after cameras are implemented
- Suggestion that if cameras are implemented, local drivers are likely to adjust their behavior and increase compliance, while regional drivers likely will not
- Concerns about spillover onto adjacent streets of violators attempting to avoid cameras
- Discussion of potential fine revenue from cameras, and its likelihood of covering the costs of the program
- Concern about overloading the municipal court with cases
- Discussion about the staffing necessary to implement a traffic camera program
- Details on the equipment leasing arrangements offered by NovoaGlobal and the percentage of fine revenue they would receive
- Suggestion that a full detailing of costs and projected revenue is needed to decide this issue, along with a number of other elements of information detailed below
- Suggestion that cameras could be implemented slowly on a pilot basis and ramped up later if successful
- Discussion about the ability to determine the speeding thresholds that would trigger cameras
- Suggestion that staff should proceed now with seeking ODOT approval for camera installation because of the length of the approval process
- Suggestion that officers may be freed up for other priorities if cameras are implemented
- Discussion of 'halo effects' that calm traffic generally if most drivers comply with regulations, even if all do not

Resulting Action Items

- Staff will gather additional speed and redlight camera program information for the Council's consideration including:
 - Privacy protection measures
 - Goals and success metrics for the program
 - Plans for ample signage and public notice
 - Considerations for equity and fairness in enforcement
 - Measures for transparent operations and accountability; audits and reporting
 - Expectations for fine revenue and parameters for how such revenue can be used

- Additional information will be gathered by staff on the following:
 - Data about the City of Newberg's traffic camera program
 - Information about the ODOT approval process including timelines and criteria

ADJOURN

EXECUTIVE SESSION: The City Council met in executive session pursuant to ORS 192.660(2)(i)

DRAFT



STAFF REPORT

Item # 4.

Meeting Type: City Council
Meeting Date: February 17, 2026
From: Andi Howell, Transit Director
Subject: Contract Approval: Portland General Electric Fleet Partner Program Agreement

DECISION TO BE MADE:

Whether to authorize the City Manager to sign the proposed Fleet Partner Program Agreement between Portland General Electric (PGE) and the Sandy Transit Department.

APPLICABLE COUNCIL GOAL:

- **Goal 4.2:** Implement infrastructure improvements, including the Operations Center expansion, bus stops along the Clackamas Town Center route, and other improvements within the City.

BACKGROUND / CONTEXT:

As Sandy Transit adds alternate fuel vehicles to the City fleet, PGE and other electrical consultants advised the City that the current infrastructure at the Sandy Operations Center did not have the capacity to charge large heavy duty transit vehicles. To meet the capacity needs of electric vehicles the City needs to install an electric line extension, new conduit to the bus barns, concrete pads for charging cabinets and make ready ports in the bus barns.

To meet these needs, Sandy Transit applied and was accepted into the PGE Fleet Partner Program in October of 2022. As part of the Fleet Partner Program, PGE would design, install, own, maintain and help pay for the make-ready infrastructure. Participants are required to commit to installing chargers and using a minimum amount of energy over a 10-year term. During the study, it was confirmed that Sandy Transit's planned electric fleet will more than meet the energy requirement.

By December 2022, a Fleet Partner Study was complete and included preliminary planning and design for the needed upgrades. At the time, the cost of the upgrades was estimated at \$371,000 for construction and \$420,500 total including chargers, installation of chargers and construction. By January of 2023, however, PGE informed the City of Sandy that the Fleet Partner Program had run out of funding before the project could be implemented. Sandy Transit then pivoted and applied for funding through the Carbon Reduction Program, which is Federal funding that is distributed through the Oregon Department of Transportation Climate Division. Sandy Transit was successful in the grant application and was awarded \$426,650 in total project costs; \$382,833 in grant funding.

Federal funding, however, requires National Environmental Policy Act (NEPA) documentation and \$30,000 of the Carbon Reduction Program funding was allocated to complete the required research and documentation. Through the consultation process, the consultants and the City have applied for a

Categorical Exclusion for the Sandy Operations Center project. A Categorical Exclusion under the NEPA is a class of federal actions that an agency has determined normally do not have a significant impact on the environment, meaning they do not need a full Environmental Assessment (EA) or Environmental Impact Statement (EIS). Although this work began in March 2022, it has been a very long process and some studies that were conducted in the past for the property had to be renewed, such as a thorough cultural analysis and hazardous materials study. Documentation and analysis were completed November 2025, have been sent to the Federal Transit Administration and are currently under review.

During the NEPA process, PGE contacted the City and the Transit Department has once again entered the PGE Fleet Partner Program as PGE has assigned more funding to this program. During the new Fleet Partner Program, Sandy Transit has once again worked with PGE engineers to update the electric capacity design and new estimates have been produced.

The Final Cost Breakdown is attached. The Total Project Cost is \$793,284.33. Through the Fleet Partner Program the PGE line extension (\$68,383.67) will be covered by PGE as well as 55% of the make-ready costs (\$400,000 of the \$724,900.33). The remaining balance for the City of Sandy is \$324,900.33. Due to the public utility nature of this process, the procurement process is a sole source procurement, so entering into this agreement does not require a formal procurement process with multiple bids.

Sandy Transit is still compliant with the Carbon Reduction Program and \$352,833 remains in the grant after the consultant fees. However, the grant expires June 2026 and the Federal review process is typically a very slow process. The Region 10 office has been notified that this grant is expiring and has requested review before grants that are not at risk of expiration.

Sandy Transit has spoken with the Sr. Project Manager, Engineering and Construction, Buildings at TriMet and Jim Row, Assistant City Administrator at the City of Woodburn about their experiences with the PGE Fleet Partner Program in combination with Federal funding sources and received good feedback about the process, working with PGE and also utilizing Federal funding to build infrastructure. The attached agreement has also been reviewed by Sandy's legal representatives.

KEY CONSIDERATIONS / ANALYSIS:

Upgrades are necessary for the newly acquired electric buses. Sandy has a design, 90% construction package created with PGE engineers, a final estimate for the costs of these upgrades and a preliminary schedule of construction. The Fleet Partner Program will cover the cost of the line extension and 55% of the make-ready construction costs. Sandy has a Federal grant to cover construction costs and is on a tight timeline before the grant expires. Signing the PGE agreement is a cost savings to the City of Sandy and expedites the project.

BUDGET IMPACT:

PGE final total project cost is \$793,284.33. Through the Fleet Partner Program, the final City cost will be \$324,900.33. If Sandy receives concurrence from FTA, Sandy can begin the project immediately and apply Federal funds from the carbon reduction program. The Carbon Reduction Program has enough funds to cover the remaining expenditures for construction.

RECOMMENDATION:

Sign the PGE Utility Easement and Program Participation Agreement.

SUGGESTED MOTION LANGUAGE:

"I move to authorize the City Manager to execute the Program Participation Agreement and Utility Easement between Sandy Transit and Portland General Electric, as included in the meeting packet."

LIST OF ATTACHMENTS / EXHIBITS:

- Fleet Electrification Make-Ready Pilot Participation Agreement
- Preliminary Site Design
- Final Cost Breakdown
- Utility Easement
- Preliminary Schedule

Fleet Electrification Make-Ready Pilot Participation Agreement

This Fleet Electrification Make-Ready Pilot Participation Agreement (“**Agreement**”), is made and entered into on _____ (“**Effective Date**”) by and between City of Sandy (“**Participant**”) and Portland General Electric Company (“**PGE**”) pursuant to PGE’s Electric Retail Tariff Schedule 56 – Fleet Electrification Make-Ready Pilot (the “**Tariff**”).

A copy of the Tariff, as filed and approved by the Oregon Public Utility Commission (“**OPUC**”), is available on PGE’s website at <https://portlandgeneral.com/about/info/rates-and-regulatory/tariff>. This Agreement is intended to supplement the Tariff and shall not replace the Tariff. In the event there is a conflict between the terms of the Tariff and this Agreement, the terms of the Tariff shall control. Participant and PGE are individually referred to in this Agreement as a “**Party**” and collectively as the “**Parties**”. Terms used in this Agreement that are not defined in this Agreement but otherwise defined in the Tariff shall have the same meanings given in the Tariff.

The Parties agree to the following:

1. **Definitions.** The following definitions shall apply to the terms used throughout this Agreement:

- a. **Activation Date.** The date that PGE first determines an EVSE is Operational.
- b. **Custom Incentive.** The customer incentive that is calculated by PGE in accordance with the Tariff.
- c. **Circuit Breaker.** As defined by the National Fire Protection Association-70 2020 National Electric Code, a device designed to open and close a circuit by nonautomatic means and to open the circuit automatically on a predetermined overcurrent without damage to itself when properly applied within its rating.
- d. **Electric Vehicle Supply Equipment (EVSE).** The device, including the cable(s), coupler(s), and embedded software, installed for the purpose of transferring electricity between the electrical infrastructure at the Site and the EV.
- e. **Electric Vehicle Service Provider (EVSP).** The provider of connectivity across a network of Electric Vehicle Supply Equipment.
- f. **Line Extension.** Has the same meaning as set forth in Tariff Rule I.
- g. **Line Extension Allowance.** Has the same meaning as set forth in Tariff Rule I and is calculated per Tariff Schedule 300.
- h. **Line Extension Cost.** Has the same meaning as set forth in Tariff Rule I.
- i. **Make-Ready Cost.** The cost of Make-Ready Infrastructure and Line Extension, excluding those accounted for in the Line Extension Cost.
- j. **Make-Ready Infrastructure.** The infrastructure at the Site required to deliver electricity from the Service Point to the EVSE(s), including any new transformers,

services, Panelboards, Switchboards, Switchgear, stepdown transformers, conduit, wires, connectors, meters, and any other necessary hardware.

- k. **Operational.** An EVSE installed at the Site is able to transfer energy between the Site wiring and the EV, with any applicable payment methods, and transmitting operational data (e.g., energy usage, session start/end times) to the Qualified EVSP.
 - l. **Panelboard.** As defined by the National Fire Protection Association -70 2020 National Electric Code, a single panel or group of panel units designed for assembly in the form of a single panel, including buses and automatic overcurrent devices, and equipped with or without switches for the control of light, heat, or power circuits; designed to be placed in a cabinet or cutout box placed in or against a wall, partition, or other support; and accessible only from the front.
 - m. **Qualified EVSE.** A list of qualified EVSE(s), determined by PGE.
 - n. **Qualified EVSP.** A list of qualified EVSP(s), determined by PGE.
 - o. **Qualified Service Schedule.** The list of qualified service schedules, including Schedules 32, 38, 83, 85, and 89. The list of qualified service schedules may be expanded to include new rates in the future.
 - p. **Qualified Person.** As defined by the National Fire Protection Association -70 2020 National Electric Code, one who has skills and knowledge related to the construction and operation of the electrical equipment and installation and has received safety training to recognize and avoid the hazards involved.
 - q. **Service Point.** Has the same meaning as set forth in Tariff Rule B.
 - r. **Site.** Has the same meaning as set forth in Tariff Rule B.
 - s. **Site Owner.** The entity holding title to the Site.
 - t. **Switchboard.** As defined by the National Fire Protection Association -70 2020 National Electric Code, a large single panel, frame, or assembly of panels on which are mounted on the face, back, or both, switches, overcurrent and other protective devices, buses, and usually instruments. These assemblies are generally accessible from the rear as well as from the front and are not intended to be installed in cabinets.
 - u. **Switchgear.** As defined by the National Fire Protection Association -70 2020 National Electric Code, an assembly completely enclosed on all sides and top with sheet metal (except for ventilating opens and inspection windows) and containing primary power circuit connections. The assembly may include control and auxiliary devices. Access to the interior of the enclosure is provided by doors, removable covers, or both.
2. **Term.** This Agreement will commence and become effective on the Effective Date and will continue in effect for a period of ten (10) years after the Activation Date of the first EVSE installed pursuant to this Agreement (“**Term**”). For the avoidance of doubt, the Term does not impact PGE’s ownership rights respecting installed facilities or PGE’s easements rights.

3. **Design, Installation and Ownership.** PGE, in accordance with its applicable tariffs and design standards, will locate, install, own, operate and maintain the Line Extension and Make-Ready Infrastructure, as set forth in Attachment A (Site Design). Participant may not make modifications to the Line Extension or Make-Ready Infrastructure without first obtaining PGE's written approval. In the event PGE agrees to make modifications to the Line Extension or Make-Ready Infrastructure as requested by Participant, Participant shall pay for any additional costs incurred by PGE to make such modifications. Participant is responsible for any costs incurred for Participant requested changes to the project design after approval of final design and for costs resulting from undisclosed Site conditions. No concurrent construction can occur on the Site that will impact or disrupt PGE's Line Extension or Make-Ready Infrastructure work or activities.

4. **Easement and Permitting.** An easement will be required to maintain PGE owned facilities that support Participant's participation under this Agreement. PGE will use existing easements, when possible, to minimize encumbrances on the Site. If a new easement is required, the terms of such easement must include access rights in accordance with standard utility requirements for providing electrical service. If Participant is the Site Owner, Participant agrees to sign and return such easement to PGE within thirty (30) days after receipt. If Participant is not the Site Owner, Participant shall use commercially reasonable efforts to facilitate obtaining such easement from the Site Owner. Participant will retain no ownership rights in the Make-Ready Infrastructure. If the necessary easements are not obtained, PGE may terminate this Agreement.

5. **Make-Ready Infrastructure Location and Access.** All Make-Ready Infrastructure, including the Panelboards, Switchboards, and/or Switchgear will be located outdoors unless PGE determines that no acceptable outdoor location exists. PGE requires access to all Make-Ready Infrastructure at all times.

If PGE determines that Participant has made Make-Ready Infrastructure inaccessible, such as by installing a fence or enclosure, Participant must, at their own expense, provide access acceptable to PGE or engage PGE to relocate the Make-Ready Infrastructure to a location acceptable to PGE.

6. **EVSE.** Participant is responsible for procuring and installing at least one new Qualified EVSE within six (6) months of PGE's completion of the Make-Ready Infrastructure. Prior to procuring each EVSE, Participant shall seek the consent and approval by PGE of the type and manufacturer of the EVSE that Participant intends to install, which consent shall not be unreasonably withheld or delayed. If such consent is not granted by PGE, PGE shall use commercially reasonable efforts to identify a reasonable alternative EVSE for Participant to install at the Site. Within ten (10) business days after installing each EVSE, Participant shall provide written notice to PGE that such installation has occurred. By providing such notice, Participant represents that: (i) it has the right to install the EVSE(s) on the Site on which the EVSE is installed pursuant to this Agreement and that any necessary consents have been obtained, and (ii) that all equipment installed, and work performed at the Site complies with all laws, regulations and safety, building, environmental and permitting codes, and any manufacturer instructions.

7. **Service Schedule.** Participant will maintain the EVSE(s) on a Qualified Service Schedule for the duration of the Term and pay for such associated service.

8. **Operational Requirements.** Participant will ensure the EVSE(s) remain Operational in accordance with manufacturer's maintenance recommendations for the duration of the Term.

Participant will pay for all maintenance, repair, and replacement of EVSE(s) that are required during the Term.

Participant acknowledges that operation of Make-Ready Infrastructure may present potential electrical shock, arc flash, and/or other safety hazards. Except as expressly provided in this Section 8 (Operational Requirements), Participant agrees that only PGE may operate the Make-Ready Infrastructure and PGE will follow all applicable laws and electric industry standards, including the use of appropriate personal protective equipment.

Participant operation of the Make-Ready Infrastructure is limited to actuation of Circuit Breakers by a Qualified Person for the purposes of energizing or de-energizing the EVSEs only. All other operational activities of the Make-Ready Infrastructure shall be performed by PGE. Participant acknowledges that operation of Circuit Breakers by a Qualified Person presents a potential arc flash safety hazard and shall follow all applicable laws and electrical industry standards, including the use of appropriate personal protective equipment.

If a Qualified Person is not available to operate the Make-Ready Infrastructure for Participant in accordance with this Section 8 (Operational Requirements), Participant may request assistance from PGE. PGE or a third party acting on PGE's behalf will make commercially reasonable efforts to provide such operation services within two (2) business days.

9. **Make-Ready Infrastructure Servicing.** PGE shall make commercially reasonable efforts to respond to Participant requests for service or repair to the Make-Ready Infrastructure within two (2) business days. Participant shall request service from PGE via phone at 503-464-2380 or e-mail at Fleetpartner@pgn.com.

10. **Deposit.** If the final design of the Make-Ready Infrastructure is estimated to cost in excess of \$15,000, PGE may require Participant to submit a deposit prior to proceeding to final design and enrollment. The deposit will be the amount of the estimated final design costs and will be applied to the Make-Ready Costs or refunded upon the Participant's enrollment in the pilot. If the Participant does not enroll, the deposit will not be refunded.

11. **Payment.** Within thirty (30) days after the Effective Date, Participant will pay PGE the Amount Due, which amount is set forth in Attachment B (Custom Incentive and Participant Responsibility) plus any amounts for modifications requested by Participant under Section 3 (Design; Installation and Ownership). PGE will not commence construction of the Make-Ready Infrastructure until payment of the Amount Due under this Section 11 (Payment) has been received.

12. **Energy Usage Plan.** Participant will adhere to the Energy Usage Plan set forth in Attachment B (Custom Incentive and Participant Responsibility). If Participant's energy usage is deficient at the end of the Term, Participant will reimburse PGE a pro rata share of the Custom Incentive. For example, if Participant is required to use 1,000 kWh over the Term, but Participant only used ninety percent (90%) of the required amount (i.e., 900 kWh), Participant may be required to reimburse PGE ten percent (10%) of the Custom Incentive.

13. **Data.** Participant will authorize and require a Qualified EVSP to provide PGE with EVSE data (e.g., charging session data, energy interval data) for each EVSE installed at the Site. Participant agrees to allow PGE and its agents and representatives to use all data obtained under this Agreement in regulatory reporting, ordinary business use, industry forums, case studies or

other similar activities, in accordance with applicable laws and regulations and to participate in PGE-led research such as surveys.

14. **Branding.** Participant agrees to incorporate PGE branding on the EVSE(s), if: (i) any branding is provided by PGE to Participant for such use, and to remove any such branding upon PGE's request; and (ii) Participant's agreement with the EVSE provider permits this branding. Participant will not otherwise use PGE's name or branding without express written authorization from PGE.

15. **Verification.** At any time during the Term, PGE may enter the Site, after providing reasonable advance notice to Participant, to inspect the installation and use of the EVSE(s).

16. **Ownership Changes.** If the Site changes ownership or leaseholdship, Participant may assign this Agreement to the new owner or lessee if it is willing to meet the requirements of this Agreement and establish a new Energy Usage Plan. On or before the assignment of this Agreement becoming effective, Participant will be responsible for any pro-rata reimbursement for estimated usage deficiencies between Participant's original Energy Usage Plan and the new customer's Energy Usage Plan. In the event the new owner or lessee does not assume this Agreement, this Agreement shall terminate, and PGE may pursue termination remedies set forth in Section 18 (Termination).

17. **Term End.** Following the termination of this Agreement, Participant may continue to operate EVSE(s) at the location, in which case PGE will continue to own and maintain the Make-Ready Infrastructure. Alternatively, Participant may remove the EVSE(s) at Participant's expense, and PGE will abandon the Make-Ready Infrastructure in place, discontinue operating the Make-Ready Infrastructure and deliver a quitclaim for the easement.

18. **Termination.** PGE may terminate this Agreement if Participant breaches this Agreement and fails to cure such breach within ten (10) days from the date of written notice from PGE. Participant may terminate this Agreement at any time during the Term by providing PGE with no less than thirty (30) days' written notice. In the event of termination prior to the end of the Term, Participant shall reimburse PGE either one-tenth of the Custom Incentive for each remaining year in the Term, including the year in which the termination occurs, or the amount required in Section 12 (Energy Usage Plan), whichever is greater. For example, if the Agreement terminates in the first (1st) year, Participant would reimburse PGE one hundred percent (100%) of the Custom Incentive; or if Agreement terminates in the seventh (7th) year and Participant has used ninety percent (90%) of the minimum required by the Energy Usage Plan, Participant would reimburse PGE forty percent (40%) of the Custom Incentive. Participant's obligations under this Section 18 (Termination) shall survive the expiration, cancellation or termination of this Agreement and Term.

19. **Legal Remedies.** PGE reserves the right to pursue all other legal remedies available to it if Participant does not meet the terms and conditions described in this Agreement.

20. **No Warranties.** Participant is solely responsible for the economic and technical feasibility, operational capability and reliability of Participant's installations, products, and solutions, including EVSE(s). PGE is not making and disclaims any representation, warranty, guarantee or covenants, whether express or implied arising out of the installation or use of the EVSE(s). All EVSE(s) must be installed by qualified and licensed contractors in accordance with local codes,

permitting and inspection requirements. Participant understands that PGE makes no representations regarding manufacturers, dealers, contractors, materials, or workmanship of the EVSE(s). Further, PGE makes no warranty, whether express or implied, including without limitation the implied warranties of merchantability and fitness for any particular purpose, use, or application of the products and services under this Agreement.

21. **Limitation of Liability.** IN NO EVENT SHALL PGE, ITS OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES OR AFFILIATES, OR ANY REPRESENTATIVES THEREOF, BE LIABLE TO THE PARTICIPANT OR ANY OTHER PARTY FOR SPECIAL, INDIRECT, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE WHATSOEVER CONNECTED WITH OR RESULTING FROM PERFORMANCE OR NON-PERFORMANCE OF OBLIGATIONS UNDER THIS AGREEMENT, INCLUDING WITHOUT LIMITATION, DAMAGES OR CLAIMS IN THE NATURE OF LOST REVENUE, INCOME OR PROFITS, LOSS OF USE, OR COST OF CAPITAL, IRRESPECTIVE OF WHETHER SUCH DAMAGES ARE REASONABLY FORESEEABLE AND IRRESPECTIVE OF WHETHER SUCH CLAIMS ARE BASED UPON NEGLIGENCE, STRICT LIABILITY CONTRACT, OPERATION OF LAW OR OTHERWISE. This limitation of liability shall survive the expiration, cancellation, or termination of this Agreement.

22. **Intentionally Omitted.**

23. **Insurance Requirements.** During the Term, Participant shall maintain in full force and effect, self-insurance or commercial insurance similar to what a government entity would maintain for the Site.

24. **Participant Indemnification.** Subject to the limitations of the Oregon Tort Claims Act and the Oregon Constitution, Participant agrees to indemnify, defend, hold harmless and release PGE, its affiliates, officers, employees and representatives from all claims, demands, losses, damages, costs, expenses and liability (legal, contractual or otherwise), attributable to acts or omissions of Participant, and Participant's officers, agents and employees, except when due to PGE's sole negligence, in performance of this Agreement. The indemnification obligations of Participant shall survive the expiration, cancellation, or termination of this Agreement.

25. **Authorization.** Participant hereby warrants it has full power and authority to perform all of its obligations under this Agreement and the person executing this Agreement on behalf of Participant has been duly authorized and empowered to bind the Participant to this Agreement.

26. **Miscellaneous.** The Agreement, including all attachments, constitutes the entire agreement between PGE and Participant and may only be amended in writing signed by each of the Parties. If any of the provisions in this Agreement shall be held invalid or unenforceable, this Agreement shall be construed as if not containing those provisions and the rights and obligations of the Parties hereto shall be construed and enforced accordingly. The headings in this Agreement are intended solely for convenience and will be given no effect in the construction of this Agreement. The failure to enforce any terms of this Agreement will not constitute a waiver. The provisions of this Agreement regarding Limitation of Liability and Indemnification will survive the termination or expiration of this Agreement.

27. **Force Majeure.** The Parties shall be excused from any failure or delay in the performance of their obligations if such obligations are prevented from being fulfilled due to a Force Majeure Event. A Party unable to fulfill any obligation under this Agreement (other than an obligation to pay money when due) by reason of a Force Majeure Event, shall give notice and the full particulars of such Force Majeure Event to the other Party in writing or by telephone as soon as reasonably possible after the occurrence of the Force Majeure Event. A “Force Majeure Event” shall include any act, event, or occurrence beyond the Party’s reasonable control, which the affected Party, despite its best efforts, is unable to prevent, avoid, overcome, delay or mitigate, including but not limited to: floods, epidemics, earthquakes, blockade, war, insurrection or civil strife or terrorism.

28. **Governing Law; Actions.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Oregon; excluding any conflicts of laws principles that would result in this Agreement being interpreted in accordance with any different law. Venue for any lawsuit arising out of or in connection with this Agreement shall be exclusively in the state or federal courts of Oregon where the Site is located. This Agreement is intended for the benefit of the Parties only and does not grant any rights to any third parties unless otherwise specifically stated in this Agreement.

The parties, by their duly authorized representatives, have executed this Agreement as of the Effective Date.

[PARTICIPANT’S NAME]

**PORTLAND GENERAL ELECTRIC
COMPANY**

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT A
SITE DESIGN
[Line Extension Design and Make-Ready Design]

ATTACHMENT B
CUSTOM INCENTIVE AND PARTICIPANT RESPONSIBILITY

A. Line Extension Costs:	\$68,383.67	USD
B. Make-Ready Costs:	\$724,900.33	USD
C. Estimated Total Energy Usage over 10-year term (Energy Usage Plan):	2,953,938	kWh
D. Line Extension Allowance Rate (from Schedule 300):	\$0.1389	\$/estimated annual kWh
E. Line Extension Allowance (C/6*D)	\$68,383.67	USD
F. Final Line Extension Allowance (lower of A or E)	\$68,383.67	USD
G. Participant Responsibility (A-F)	\$0	USD
H. Usage Incentive (C*D*1.25):	\$512,877.66	USD
I. Maximum Incentive:	\$400,000	USD
J. Custom Incentive (lower of B, H or I):	\$400,000	USD
K. Participant Responsibility (B - J):	\$324,900.33	USD
L. Deposit Credit (if any):	\$0	USD
M. Amount Due (G+K-L; if negative, PGE will pay participant):	\$324,900.33	USD



Final Cost Estimate

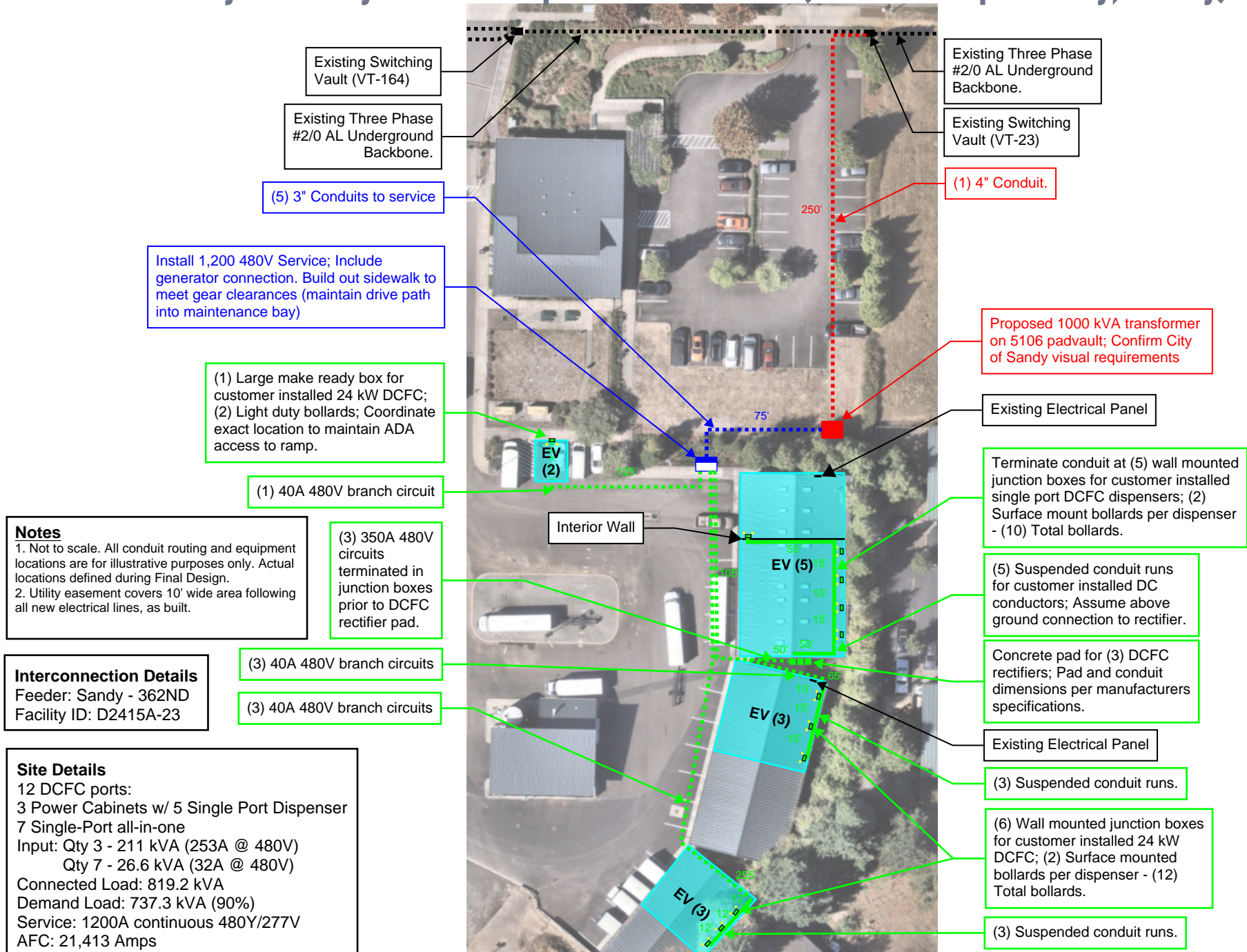
Project Summary	
Customer:	City of Sandy Transit
Location Name:	Operations Center
Address:	16610 Champion Way
City:	Sandy
Level 2 Ports:	0
DCFC Ports:	12
Energy Commitment:	2,953,938 kWh

Infrastructure Cost Summary		
Item No.	Item Description	Total
1	PGE Line Extension Cost	\$68,383.67
2	Make-Ready Cost	\$724,900.33
3	Total Infrastructure Cost	\$793,284.00
4	PGE Line Extension Allowance	-\$68,383.66
5	Make-Ready Incentive	-\$400,000.00
6	Total Fleet Partner Incentive	-\$468,383.66
7	Net Customer Payment	\$324,900.34

Preliminary Site Design - Rev 2

City of Sandy Transit - Operations Center (16610 Champion Way, Sandy)

Item # 4.



PRELIMINARY - NOT FOR CONSTRUCTION

Disclaimer: This is a preliminary report intended to be used for informational purposes only. This preliminary report is an approximation and is subject to change. PGE makes no warranty, representation or undertaking, express or implied, as to the accuracy, reliability, completeness of the preliminary report. PGE does not endorse any particular manufacturer, contractor, or product.



Final Cost Estimate

Project Summary	
Customer:	City of Sandy Transit
Location Name:	Operations Center
Address:	16610 Champion Way
City:	Sandy
Level 2 Ports:	0
DCFC Ports:	12
Energy Commitment:	2,953,938 kWh

Infrastructure Cost Summary		
Item No.	Item Description	Total
1	PGE Line Extension Cost	\$68,383.67
2	Make-Ready Cost	\$724,900.33
2.A	Management, Design & Permitting	\$38,262.79
2.B	General Requirements (Construction Operations, Traffic Control, etc)	\$77,870.56
2.C	Existing Conditions (Landscape & Pavement Removal & Repairs)	\$107,923.67
2.D	Civil Construction (Trenching Concrete Bollards, etc)	\$165,107.60
2.E	Electrical Construction (Conduit, Wire, Panels, etc)	\$178,858.18
2.F	Electrical Equipment (Service Entrance Switchboard - Expedited)	\$156,877.54
3	Total Infrastructure Cost	\$793,284.00
4	PGE Line Extension Allowance	-\$68,383.66
5	Make-Ready Incentive	-\$400,000.00
6	Total Fleet Partner Incentive	-\$468,383.66
7	Net Customer Payment	\$324,900.34



After Recording Please Return To:
 Portland General Electric Company
 Attn: Property Rights
 121 SW Salmon Street, 1WTC1302
 Portland, Oregon 97204-9951

Grantor's Mailing Address:
 City of Sandy
 39250 Pioneer Blvd
 Sandy, OR 97055

(Space above this line for Recorder's use)

Grantor: **City of Sandy**

Grantee: **Portland General Electric Company**

APN/APN2: **24E15A 00206 / 01786160**

PGE UTILITY EASEMENT

For good and valuable consideration the current receipt, reasonable equivalence, and sufficiency of which is hereby acknowledged by **CITY OF SANDY** ("**Grantor**") hereby grants, conveys and warrants to **PORTLAND GENERAL ELECTRIC COMPANY**, an Oregon corporation, and its successors and assigns ("**Grantee**"), a nonexclusive, perpetual easement and right-of-way (the "**Easement**") over, under, upon, through and across the real property situated in Clackamas County, Oregon as further described in Exhibit "A" attached hereto (the "**Property**").

The Easement shall affect an easement area approximately Ten (10) feet in width, extending Five (5) feet on each side of a center line of Grantee's Systems (as defined herein) located as currently existing, constructed and/or to be constructed, extended or relocated on the Property, except to the extent of those portions of the Property, if any, occupied by existing building footings, foundations, aboveground improvements and/or subsurface structures on the effective date hereof (the "**Easement Area**"). As used herein, the term "**Systems**" shall include a variable number of wires, circuits, and all appurtenances, equipment, structures, poles, guys, anchors, transformers, and facilities as Grantee deems necessary or convenient for the operation and maintenance of such Systems and for the purpose of transmission, distribution, and sale of electricity and communication.

At such time as Grantor, at Grantor's expense, provides Grantee a Survey (stamped by an Oregon Licensed Surveyor) accurately describing and depicting Grantee's Systems as constructed, Grantor and Grantee shall amend this Easement to reflect the actual location of Grantee's Systems and the portions of the Property encumbered by this Easement. Such Amendment shall be prepared and recorded by Grantee at Grantor's expense.

Grantee's Rights. Grantee shall have the right to enter upon and use the Easement Area to plan, survey, construct, inspect, operate, maintain, repair, replace, improve, relocate, remove, and enlarge one or more

Systems and the right to derive income therefrom, together with all rights, uses, and privileges directly or indirectly necessary or convenient for the full enjoyment, use, and exercise of Grantee's rights under the Easement, doing all such acts or things on the Easement Area, and all works necessary or appurtenances ancillary, including but not limited to, the right to provide, maintain, and protect quality habitat for aquatic, terrestrial, and avian wildlife, and the right of ingress to and egress from, along and upon said Easement Area and over and across the Property and Grantor's adjoining property interests, in connection with or related to all or any portion of the foregoing. Grantee shall have the right to make changes in grade, elevation or contour of the land within the Easement Area, and to cut away and keep clear, prevent the construction or placement, remove, level, and/or dispose of all obstructions, structures, natural features, trees, vegetation and/or undergrowth, on, under, along or above the Easement Area (although Grantee may leave any of the foregoing on the Easement Area), which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient use, enjoyment, or exercise of Grantee's rights under the Easement or which is necessary for the protection from fire, natural disaster, terrorism, theft, vandalism, and other similar hazards. No right of Grantee hereunder shall lapse or be waived in the event Grantee fails to use the Easement, or any portion thereof, on a continuous basis.

Existing Systems. In addition to the Easement granted hereby, Grantor hereby confirms and ratifies all of Grantee's Systems currently located on the Property and, to the extent not previously conveyed to Grantee, hereby grants and conveys to Grantee a nonexclusive, perpetual easement and right-of-way with respect to such currently located Systems upon the terms and conditions set forth herein.

Grantor's Use. Grantor shall have the right to use the Easement Area for all purposes, provided that such use is not deemed by Grantee to interfere with or affect Grantee's Systems or Grantee's use, enjoyment, or exercise by Grantee of any rights under the Easement. If Grantee is required to modify the Easement or relocate the Easement Area or Systems because of any Grantor use of and/or condition of the Property, the cost associated with such relocation or modification shall be the responsibility of Grantor. Notwithstanding the rights granted to Grantee hereunder, above-ground maintenance of the Property subject to this Easement (excluding the Systems) shall be the responsibility and at the expense of Grantor, including, but not limited to, irrigation, grass mowing, and vegetation and erosion control.

Grantor Representations and Warranties. Grantor represents, covenants, and warrants to Grantee that Grantor is lawfully seized in fee simple title to the Property; that Grantor has the legal right and authority to grant this Easement and that no other party has an ownership interest in the Property or any portion thereof (including the associated timber, water, and mineral rights) that will limit or interfere with Grantee's rights hereunder whatsoever; and that the execution and performance of this Easement by Grantor is duly authorized.

Required Actions/Necessary Documents. Grantor agrees to cooperate with Grantee to obtain all necessary permits, licenses and governmental action and shall sign all necessary documentation to enable Grantee the full use, enjoyment and benefit of this Easement. **Each of the foregoing shall be without further compensation to Grantor.**

Liabilities. In no event shall Grantee be liable to Grantor or any other person or entity for any lost or prospective profits or any other special, punitive, exemplary, consequential, incidental or indirect losses or damages (in tort, contract, or otherwise) under or in respect of this Easement or for any failure of performance related hereto howsoever caused, whether or not arising from Grantee's sole, joint or concurrent negligence.

Applicable Law/Costs and Attorney Fees. This Easement shall be interpreted, construed and enforced in accordance with the law of the State of Oregon with venue for any action being in the County where the Property is located. In the event that Grantee finds it necessary to enforce any right under this Easement, Grantee shall be entitled to all reasonable costs and attorney's fees incurred in enforcing such rights. Such sums shall be in addition to all other sums provided by law.

Entire Agreement. This instrument, along with any exhibits and attachments or other documents affixed hereto or referred to herein, constitutes the entire agreement between Grantee and Grantor relative to the Easement. This Easement may be altered and/or revoked only by an instrument in writing signed by both Grantee and Grantor. Grantee and Grantor hereby agree that all prior written and oral agreements, understandings and/or practices relative to the Easement are superseded by this instrument. The consideration acknowledged herein is accepted by Grantor as full compensation for all rights granted Grantee pursuant hereto, and for all current and future damages, injuries, and loss of value incidental to or in any way associated with the Property and/or the Easement. This Easement may be executed in counterparts, and such counterparts together shall constitute but one original of the Easement. Each counterpart shall be equally admissible in evidence, and each original shall fully bind each party who has executed it. As used herein and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

This Easement shall run with the Property and shall be binding on Grantor and shall inure to the benefit of Grantee, and Grantee's successors, and assigns, as well as the tenants, sub-tenants, agents, licensees, concessionaires, mortgagees in possession, customers, and invitees of such persons or entities. The Easement is an in-gross easement and is not appurtenant to any particular property of Grantee.

IN WITNESS WHEREOF, Grantor has executed this Easement effective as of the _____ day of _____, 20____.

**GRANTOR:
CITY OF SANDY**

By: _____

Printed Name: _____

Title: _____

STATE OF _____)
) ss.
COUNTY OF _____)

I certify that I know or have satisfactory evidence that _____ is the person who appeared before me, and said person acknowledged that they were authorized to execute the instrument as _____ of **CITY OF SANDY** and acknowledged it to be their free and voluntary act for the uses and purposes mentioned in the instrument.

Dated: _____, 20____.

Notary Public

My commission expires: _____

**EXHIBIT A
PROPERTY DESCRIPTION**

Parcel 1, PARTITION PLAT 2013-037, in the City of Sandy, County of Clackamas and State of Oregon

