

HOLIDAY TREE LOT APPLICATION

(Allow a minimum of 5 working days to process)

Per Chapter 5.20, no sign or item to be sold may be erected so as to block vision or impede traffic; no sign or sales activity may be located within the public right-of-way (street, park strip, sidewalk, or alley). Setback from the property line will only be considered as it relates to blocking vision or impeding traffic.

Chapter 5.20, Article I. Holiday Tree Lots

Be it resolved by the City Council of the City of Newberg as follows:

- 5.20.010 The intent of this chapter is to ensure the safety of persons who may be purchasing holiday trees at temporary lots, to ensure that adequate parking and access is provided for customers, and to ensure that the site is properly cleaned up after the trees have been removed.
- 5.20.020 Applicability. The provisions of this ordinance apply to temporary merchants who occupy a temporary, fixed location and do business outside of an existing building. The provisions of this ordinance do not apply to existing merchants selling holiday trees where the sale of the trees is an appurtenant or accessory use to the existing use.
- 5.20.030 Requirements. Applications for temporary holiday tree lots shall conform to the following requirements:
- (A) Application. An application for a temporary holiday tree lot shall be made to the planning and building department on a form provided by that Department. The application shall include the following.
1. Fees, bonding, and insurance as noted below.
 2. A scale site plan showing the location of connections to power or other utilities, the location of lights, a minimum of five off-street parking spaces for customer use (or provisions for off-street parking within 250 feet of the site), and a surfacing material for the lot which prevents the spread of dirt or mud on the public streets.
 3. A statement signed by the property owner indicating that they have read and understand the provisions of this article and that they are fully liable for problems resulting from the operation of holiday tree lots on their property and that the owner is responsible for ensuring that the site is cleaned-up after the sales are completed.
 4. The site plan shall indicate that reasonable accommodations have been made to accommodate the handicapped.
- (B) Fees. A non-refundable fee shall be paid at the time of application which covers the approximate cost of the processing of the application. This fee shall be set by resolution of the city council and shall begin at \$50.00 at the time of the adoption of this article.
- (C) Clean-up Bond. A refundable cash bond in an amount to be set by resolution of the city council shall be submitted to ensure the cleanup of the site after the completion of the sale of the trees. The refundable bond will only be returned after evidence has been submitted by the applicant indicating that the site and surrounding area are clean. Cleanup shall also include the nearby public streets which may have been tracked with mud, dirt, or debris as a result of the holiday tree operation. If the site is not cleaned up by February 1st, or the applicant has not submitted adequate proof that the site is clean, the director is authorized to expend an amount necessary to clean up the site. If this exceeds \$200, the director may bill the owner of the property for the remainder.
- (D) Insurance. The applicant shall submit proof of insurance indicating a minimum liability coverage in the amount of \$500,000.
- (E) Time of Year. Permits will only be issued for lots which operate between the day after Thanksgiving through January 1st.
- (F) Conditions. The director may add reasonable conditions to the permit to ensure that the intent and provisions of this article are properly implemented.
- 5.20.040 Sale by nonprofit and charitable organizations. Sales by nonprofit and charitable organizations are permitted at locations which are appurtenant or accessory to existing, nontemporary commercial businesses. Sales by nonprofit and charitable organizations which are not appurtenant or accessory to existing, nontemporary commercial businesses shall comply in all respects with the provisions of this chapter.

Adopted by the City Council and approved by the Mayor this 4th day of December, 1995.

**ESCROW AGREEMENT
HOLIDAY TREE VENDORS**

This Agreement is entered into between _____, hereinafter referred to as "Tenant" of the property located at _____, Newberg, Oregon, hereinafter referred to as "Property", the City of Newberg, an Oregon municipal corporation, hereinafter referred to as "City".

RECITALS:

1. The purpose of this escrow agreement is to ensure the cleanup of the above referenced subject Property is completed as required in the site review process, hereinafter referred to as the "Project".
2. Newberg City Ordinance No. 95-2426 adopted on December 4, 1995, establishes the requirements for the operation of temporary Holiday tree lots, providing for safety of customers shopping at Holiday tree lots, and providing a bond to assure the sites are properly cleaned-up.

IT IS SO AGREED by the parties:

1. Tenant agrees to comply with the terms and conditions of Ordinance No. 95-2426 and any further applications or process required by the City concerning the sale of Holiday trees on the Property.
2. To ensure the compliance of the terms and conditions of this Agreement, the Tenant shall deposit with the City the sum of **Two Hundred Dollars (\$200.00)**. Said sum shall be deposited with the City in an interest bearing account. Interest on said sum shall adhere to the Tenant's account. Said funds can be co-mingled with other City funds. Such funds shall be held solely in accordance with the terms and conditions of this Agreement.
3. Tenant agrees to conclude said Project by (date) _____. If Tenant fails to complete said Project, the City may, at its sole discretion and option, take enforcement action to enforce Tenant to complete the Project or to use said deposited funds, including any interest accrued therein, to 1) complete the Project or 2) to hire a third party to complete the Project.
4. By depositing said sum, Tenant and City agree that this may not be the full amount necessary to complete said Project. The City reserves its right to enforce completion of said Project and require Tenant to pay any and all costs incurred in the completion of said Project that may be incurred beyond the funds deposited in said escrow account.
5. If Tenant does not pay to City all costs incurred in the completion of the Project within sixty (60) days from the date of such request, a lien will be placed on City's lien docket for the real property above described which is the subject of this Agreement and any other applications filed by Tenant for the sale of Holiday trees on said Property. The legal owner of the above referenced property has signed and executed an Acknowledgment and consents to the Tenant occupying said Property.
6. Tenant gives permission to City, its agents or assigns, to enter onto the Property, including, but not limited to any structure that may have been erected by Tenant for the purpose of selling Holiday trees, to complete the Project in accordance with the terms and conditions of this Agreement, or any application or process which is required by City.

READ THIS AGREEMENT CAREFULLY, THE SIGNATURES OF THIS AGREEMENT ALSO ACT AS A RECEIPT THAT THE CITY HAS RECEIVED THE SUM OF \$200.00.

DATED this ___ day of _____, 20____.

(Tenant Signature)

(Address)

Telephone: (____)_____-_____

PROPERTY OWNER'S ACKNOWLEDGMENT

Tenant: _____

Property Address: _____
Newberg, Oregon 97132

I, _____, hereby state as follows:

1. I am the legal owner of the above referenced property. I attach a copy of proof of ownership for the above referenced property (deed, etc.)
2. I authorize _____ (Tenant) to enter upon said property for the purpose of selling Holiday trees during the period of _____, 20__ to and including _____, 20__.
3. In the event of default in the terms and conditions of this Escrow Agreement, I agree to abide by the terms and conditions of the Escrow Agreement entered into between Tenant and City, including, but not limited to the completion of the clean-up Project on the subject Property. Owner gives permission to City, its agents or assigns, to enter onto the Property, including, but not limited to any structure that may have been erected by Tenant for the purpose of selling Holiday trees, to complete the Project in accordance with the terms and conditions of this Agreement, or any application or process which is required by City.
4. As provided for in the Escrow Agreement, if Tenant fails to pay any funds due City for completion of the Project within sixty (60) days from the date of such request for payment, I shall make such payment or in the alternative, a lien may be placed on the City's lien docket for the real property referenced above.

DATED this ___ day of _____, 20__.

(Signature)

Name: _____

Address: _____

Telephone: (____)_____-_____

STATE OF _____
County of _____

This instrument was acknowledged before me by _____ on _____, 20__.

Notary Public for _____
My Commission Expires: _____