GLADSTONE CITY COUNCIL MEETING
CITY HALL COUNCIL CHAMBERS
May 31, 2016 – 5:30 PM

5:30 p.m.
CALL TO ORDER
ROLL CALL
FLAG SALUTE

AGENDA ADDITIONS OR CORRECTIONS

BUSINESS FROM THE AUDIENCE
Visitors: Presentations not scheduled on the Agenda are limited to three (3) minutes. Longer presentations should be submitted to the Assistant City Administrator two weeks prior to the Tuesday City Council meeting. Cards are available in the back of the room for anyone who wishes to comment on an item on the Regular Agenda.

CONSENT AGENDA - None

CORRESPONDENCE – None

REGULAR AGENDA
1. Ordinance 1465 - Right Of Way (ROW) Ordinance

BUSINESS CARRIED FORWARD – Update

BUSINESS FROM THE AUDIENCE – This is the second opportunity for the Audience to address Council on any item not on the Agenda.

BUSINESS FROM THE COUNCIL

ADJOURN

City of Gladstone
Staff Report

Report Date:	May 25, 2016
Meeting Date:	May 31, 2016
To:	Mayor Mersereau and Gladstone City Council
From:	Eric Swanson, City Administrator

AGENDA ITEM

Consider adopting utility right of way ordinance 1465 to improve management of the city's rights of way.

History/Background

Historically, Gladstone has managed its rights of way by granting franchises to each utility using the City's rights of way to provide service—electric, natural gas, telecommunications and cable service providers. A franchise is a legally enforceable agreement between the City and the utility that sets forth the terms of use of the right of way (for example, construction, restoration and permitting) and the franchise fee, which is the compensation paid to the City for this use.

The traditional franchising model has potential limitations, however. For example, franchises often limit the City's ability to update its right of way regulations because the franchise sets the right of way use requirements for the entire term of the agreement with change only by mutually agreed-upon amendments. This leads to a patchwork of right of way regulations that vary from utility to utility depending on when the franchise was negotiated. As another example, some utilities use the franchise negotiation process to try to unreasonably limit City home rule authority, such as by refusing to enter into an agreement unless the City pays some relocation costs—costs that under the common law are to be paid by the utility.

As an alternative to negotiating franchise agreements with each utility, the League of Oregon Cities has recommended, and many cities have adopted, a utility right of way ordinance that would provide uniform requirements for all utilities using City rights of way. This type of ordinance could be especially beneficial in Gladstone, which currently has limited Municipal Code provisions relating to utility use of the rights of way.

Proposal

The draft ordinance, which is based on the League of Oregon Cities' model ordinance for right of way management, is designed to protect City right of way management authority to the extent allowed by state and federal law. At the same time, the ordinance ensures reasonable access to the rights of way under the same terms and conditions for all utilities (once franchise agreements have expired). The ordinance replaces individually-negotiated franchise agreements with a license system that requires utilities to follow the City-established requirements for use of the rights of way. The license requires compliance with the terms of the ordinance, which in turn establishes all the requirements typically found in a franchise, including permit, restoration and relocation requirements, minimum insurance, bonding and indemnification, and payment of a right of way usage fee. The City would have the option to continue to enter into negotiated franchise agreements that vary from the terms of the ordinance, but the expectation would be that all utilities would have licenses rather than franchises once their current franchises expire.

Advantages of a utility-neutral right of way ordinance include:

- Secures the legal obligation of utilities to compensate cities for the privilege of using and benefitting from the rights of way in the city, regardless of whether or not the utility has a franchise or license.
    - If a the City discovers a utility using the rights of way without permission, the ordinance will apply, which allows the City to enforce those requirements (including the right of way usage fee) retroactively on those without a franchise or license.
- Eliminates the costs of staff and attorney time spent on franchise negotiations, which can take many months to complete.
- Allows for additional revenue from utilities not currently paying for use of the right of way, which may include competitive telecommunications carriers and competitive electric service suppliers, among others, who do not own the facilities in the right of way but benefit from use of facilities in the rights of way.
    - The revenue earned by these entities is generally not included in the franchise fee payment from the facility owner; as more services are provided through these competitors rather than the facility owner, franchise fee revenue declines and the city does not receive the compensation for utility use of the rights of way expected through franchise fees.
- Standardizes right of way requirements so that City staff would not have to apply different permitting, construction, restoration and other standards or regulations from individual franchises, but instead would apply the requirements of the ordinance to all users of the right of way (once all franchises have expired).
- Provides flexibility in responding to changes in state or federal law, new technologies or construction standards that warrant revision of the existing requirements.
    - With the right of way ordinance, such changes would be done through Code amendments that would apply immediately to all utilities, whereas with franchises the changes often do not apply unless the franchise is amended or renewed to include the new requirements.
    - This creates more consistency in repairs and restoration of the right of way because all utilities are following the same up-to-date standards rather than a variety of standards set out in each individual franchise.

Disadvantages of a utility-neutral right of way ordinance include:

- The City may be slightly more vulnerable to legal challenges to their authority to implement the regulations than they would be if the regulations were included in a mutually agreed upon franchise, but such challenges are not likely.
    - Other cities in Oregon have already adopted a license approach to right of way management, including Oregon City, Happy Valley, Beaverton, Gresham, Tigard, Sherwood, Sandy, Newberg and Grants Pass. Staff is unaware of any litigation related to their authority to manage the rights of way through licenses rather than franchises.
- Because of the issues unique to cable television, such as public, educational and government (PEG) access requirements and specific customer service obligations, the City will still have to negotiate franchises with cable operators, however, the general right of way use requirements in the ordinance will apply and the franchise can be limited to cable-specific issues.
- Initial development and enactment of the ordinance requires an investment of staff and attorney time, and implementation requires some time and training.
    - The City has entered into an IGA with Oregon City for assistance with implementing the ordinance and, based on the experiences in other cities, expects that implementation costs will be covered by additional revenue resulting from the ordinance.

Options

1. Request staff to finalize the utility right of way ordinance for Council consideration at a future meeting.
2. Maintain the status quo of negotiating franchise agreements with utilities that own facilities in the rights of way. If the Council prefers to maintain this practice, staff and the City Attorney's Office recommend the Council consider Code amendments that would include an express franchise requirement and updated right of way use requirements that apply to the extent they are not inconsistent with the franchises.

Cost Impact

Staff estimates that the cost of initial implementation of the ordinance will be considerably less than a standard franchise negotiation. In addition, staff recommends that the ordinance apply to entities currently benefitting from use of the City's rights of way without compensating the City. This application of the ordinance would result in additional revenue to offset implementation costs as well as ongoing city costs related to utility use of the rights of way.

Recommended Staff Action

Staff recommends the Council adopt the utility right of way ordinance 1465.

Recommended Motion

I move to approve Ordinance 1465.

P L Swan

Department Head Signature	Date	City Administrator Signature	Date
			5.25.16

ORDINANCE NO. 1465

AN ORDINANCE AMENDING GLADSTONE MUNICIPAL CODE TITLE 12 TO ADD CHAPTER 12.24, UTILITY FACILITIES IN PUBLIC RIGHTS-OF-WAY, AND AMENDING CHAPTER 5.04, BUSINESS LICENSES AND CHAPTER 12.02, STREET EXCAVATION REQUIREMENTS

WHEREAS, the City of has authority pursuant to its Charter and the Oregon Constitution and statutes to manage its rights-of-way and to receive compensation for use of the rights-of-way consistent with applicable state and federal law, and

WHEREAS, the City has generally granted individually-negotiated franchises to each utility using the City's rights-of-way to provide utility service, which franchise generally set forth the terms of use of the rights-of-way and the compensation to be paid to the City for this use; and

WHEREAS, the City has determined that it can to more effectively, efficiently, fairly and uniformly manage the City's rights-of-way and provide consistent standards for utility use of the rights-of-way through licenses rather than franchises and through a right-of-way use fee; and

WHEREAS, the City has determined that it can more effectively obtain compensation from utilities that benefit from, and recover significant costs of utilities related to, the rights-of-way in the City by enacting a Right-of-Way Use Fee applicable to utilities actually using and those benefitting from the rights-of-way; and

WHEREAS, the City finds it is in the public interest to enact the changes to the Gladstone Municipal Code as set forth in this Ordinance.

NOW, THEREFORE, the City of Gladstone ordains as follows:

Section 1. Gladstone Municipal Code Chapter 5.04, Business Licenses, subsection 5.04.030(2), is amended as follows (new language appears as underlined text; deleted language appears as ~~strikethrough~~ text):

(2) In lieu of a business license and the requirement to pay related fees described in this chapter, the city will issue an exemption certificate without charge to businesses and activities described in paragraphs (a) through (g) of this subsection. Notwithstanding the foregoing, a qualifying business or activity must complete and file an initial and thereafter an annual renewal exemption certificate application. Businesses and activities qualified under this provision are:

(a) Religious, educational and charitable organizations specifically exempt from taxation under the Federal Internal Revenue Code;

(b) ~~Utilities franchised by and paying a franchise fee to the city;~~

~~(c)~~ One-time, annual events or special events if all other applicable permits and licenses have been applied for and granted by the city;

(~~d~~c) Any business or occupation specifically exempt from the payment of a non-regulatory business license fees under state law or federal law (any

person claiming an exemption under state or federal law has the burden of demonstrating the applicability of such an exemption);

(~~e~~d) Any household, garage or yard sale conducted in accordance with any applicable city ordinances or regulations;

(~~f~~e) Producers of farm products raised in Oregon, produced by themselves or their immediate families and sold by them or by a member of their immediate family;

(~~g~~f) No person working as a domestic in a private home if the owner or occupant of the home employs or directly pays the domestic worker.

Section 2. Gladstone Municipal Code Chapter 12.02, Street Excavation Requirements, is amended as follows (new language appears as underlined text; deleted language appears as ~~strikethrough~~ text):

12.02.010 Installation or excavation—Permit required.

(1) No person, firm~~,~~ or corporation ~~or district~~ shall engage in any excavation, grading, surfacing, or paving operation or activity, or install or construct any sanitary sewer, storm sewer, water main or pipeline, or any other public utility, service, or public improvement in the city without first securing a permit therefore from the City Administrator or his designee. Permits will be issued only upon approval by the city engineer of the plans, profiles, and specifications for the proposed construction.

(2) The city has the authority to set a fee for each permit issued under the provisions of GMC Sections 12.02.010 to 12.02.070 by resolution of the council and such fee shall be due and payable at the time of the permit. In addition to the permit fee, the city may also authorize a charge to cover the costs of plan review and inspection of the work by the city to assure compliance with city standards and specifications, an amount to be set by the city based on the estimated construction costs as determined by the city engineer or his designee as set by the city. When costs are imposed, the city shall keep accurate records of the time and costs incurred in such review and inspections, and upon completion of the project, and its acceptance by the city, any amount remaining in the inspection charge shall be refunded to the permittee. Any cost incurred by the city in excess of the amount of the inspection charge shall be billed to the permittee and shall be due and payable prior to approval and acceptance of the project by the city. Time spent in plan review and inspection shall be billed at an hourly rate to be set by the city.

(3) GMC Sections 12.02.010 to 12.02.070 shall not apply to duly franchised utilities whose operations are controlled by franchise ordinance adopted by the city, nor to utility operators with a valid license from the City pursuant to GMC 12.24.070.

(4) GMC Sections 12.02.010 to 12.02.070 shall not apply to contractors performing work under a contract let by the city. Work of such contractors shall be governed by the conditions of such contract.

12.02.020 Street contractor's license.

(1) Any person, firm~~,~~ or corporation ~~or district~~ who engages in the business, operation or practice of constructing streets, sanitary sewers, storm sewers, water mains, or pipelines or any other device or structure within the right-of-way of any street dedicated to public use within the city shall obtain a city license as a street contractor prior to engaging in such work.

(2) Before being issued a license, a street contractor shall submit to the city evidence and a statement of experience to show to the satisfaction of the City Administrator, that the applicant is qualified to perform such work.

(3) A licensed street contractor shall execute and deliver to the city a dual obligee surety bond to be approved by the city in the amount of ten thousand dollars in favor of the city, conditioned that the contractor will perform all street work in conformance with the laws of the city and the requirements of other governmental agencies and that the contractor will indemnify and save the expenses, damages, costs and claims arising out of the contractor's negligence or unskillfulness in performing such work, and further guaranteeing such work against any failure or deterioration due to faulty workmanship or materials for a period of one year from the date of its acceptance by the city. This requirement shall not be applicable as to street work in a subdivision where a performance bond, irrevocable letter of credit, cash deposit, or maintenance bond is posted pursuant to the Municipal Code and to the satisfaction of the city for all required public improvements including street improvements.

(4) The licensed street contractor shall have and keep in full force and effect property damage and liability insurance in the minimum amount of one million dollars property damage, and one hundred thousand personal injury while performing any work in the city. A certificate of such insurance shall be filed with the city. Said certificate shall indicate that coverage includes street excavation and sewer excavation, including explosion, collapse, and underground exposure.

(5) The license of any street contractor may be revoked by the City Council upon presentation of evidence of ~~his~~ failure to comply with any and all regulations of the city.

12.02.030 Standards.

All street, sanitary sewer, storm sewer, water main and pipeline construction and any other construction within streets in the city shall be in accordance with the ~~"Standard Specifications for Public Works Construction" as published by the Oregon Chapter of the American Public Works Association~~ Gladstone Design and Construction Standards or in accordance with any special provisions established by the city engineer.

12.02.040 Street sections and construction details.

Standard street sections and standard construction details shall be as specified in ~~city's~~ the standard drawings in the Gladstone Design and

Construction Standards. No deviation from these standard drawings will be allowed without the approval of the city engineer.

12.02.050 Engineer's approval in phases.

Each phase, layer, or ~~source~~course of work shall be approved by the city engineer prior to the placement or construction of any subsequent phase, layer or course. Failure to comply with this section shall be cause for requiring the removal and replacement of that phase, layer, or course which was placed without approval of the preceding course.

12.02.060 Contractor—Appointment of project superintendent.

A street contractor shall employ competent and experienced workers~~men~~ and supervisors~~foremen~~ and for each project or contract shall designate a project superintendent who will be responsible for coordinating with the city on all aspects of work.

12.02.070 Contractor—Submission of plans.

(1) The city may require a street contractor, or the person, firm~~,~~ or corporation ~~or district~~ employing the street contractor, to be responsible for the preparation of, and submission to the city for approval, all plans and specifications covering any work in any city street.

(2) If required by the city, these plans and specifications are to be prepared by, and bear the seal of, a registered professional engineer. All grade, line, and other control stakes shall be set by this engineer or his duly authorized representative.

Section 3. Gladstone Municipal Code Chapter 12.24, Utility Facilities in Rights-of-Way, attached hereto as Exhibit A, is hereby added to Title 12 of the Gladstone Municipal Code.

Section 4. Except as herein amended, Chapters 5.04 and 12.02 of the Gladstone Municipal Code remain in full force and effect.

Section 5. This Ordinance takes effect 30 days from its adoption.

Adopted by the Gladstone City Council this 31st day of May, 2016.

ATTEST:

Thomas Mersereau, Acting Mayor

Jolene Morishita, Assistant City Administrator

Chapter 12.24UTILITY FACILITIES IN PUBLIC RIGHTS-OF-WAY

12.245.010. Title.

The ordinance codified in this Chapter shall be known and may be referenced as the utility facilities in public rights-of-way ordinance.

12.24.020. Purpose and Intent.

The purpose and intent of this Chapter is to:

A. Permit and manage reasonable access to the rights-of-way of the city for utility purposes and conserve the limited physical capacity of those rights-of-way held in trust by the city consistent with applicable state and federal law;

B. Assure that the city's current and ongoing costs of granting and regulating access to and the use of the rights-of-way are fully compensated by the persons seeking such access and causing such costs;

C. Secure fair and reasonable compensation to the city and its residents for permitting use of the rights-of-way by utilities;

D. Assure that all utility companies, persons and other entities owning or operating facilities and/or providing services within the city comply with the ordinances, rules and regulations of the city;

E. Assure that the city can continue to fairly and responsibly protect the public health, safety and welfare of its citizens; and

F. Comply with applicable provisions of state and federal law.

12.24.030. Jurisdiction and Management of the Public Rights-of-way.

A. The city has jurisdiction and exercises regulatory management over all rights-of-way within the city under authority of the city charter and state law.

B. The city has jurisdiction and exercises regulatory management over each right-of-way whether the city has a fee, easement, or other legal interest in the right-of-way, and whether the legal interest in the right-of-way was obtained by grant, dedication, prescription, reservation, condemnation, annexation, foreclosure or other means.

C. The exercise of jurisdiction and regulatory management of a right-of-way by the city is not official acceptance of the right-of-way, and does not obligate the city to maintain or repair any part of the right-of-way.

D. The provisions of this Chapter are subject to and will be applied consistent with applicable state and federal laws, rules and regulations, and, to the extent possible, shall be interpreted to be consistent with such laws, rules and regulations.

12.24.040. Regulatory Fees and Compensation Not a Tax.

A. The fees and costs provided for in this Chapter, and any compensation charged and paid for use of the rights-of-way provided for in this Chapter, are separate from, and in addition to, any and all other federal, state, local, and city charges as may be levied, imposed, or due from a utility operator, its customers or subscribers, or on account of the lease, sale, delivery, or transmission of utility services.

B. The city has determined that any fee or tax provided for by this Chapter is not subject to the property tax limitations of Article XI, Sections 11 and 11b of the Oregon Constitution. These fees or taxes are not imposed on property or property owners.
C. The fees and costs provided for in this Chapter are subject to applicable federal and state laws.

12.24.050. Definitions.

For the purpose of this Chapter the following terms, phrases, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future, words in the plural number include the singular number and words in the singular number include the plural number. The words "shall" and "will" are mandatory and "may" is permissive.

"Cable service" is to be defined consistent with federal laws and means the one-way transmission to subscribers of: (i) video programming, or (ii) other programming service; and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.

"City" means the city of Gladstone, an Oregon municipal corporation, and individuals authorized to act on the city's behalf.

"City council" means the elected governing body of the city of Gladstone, Oregon.

"City facilities" means city or publicly-owned structures or equipment located within the right-of-way or public easement used for governmental purposes.

"Communications services" means any service provided for the purpose of transmission of information including, but not limited to, voice, video, or data, without regard to the transmission protocol employed, whether or not the transmission medium is owned by the provider itself. Communications service includes all forms of telephone services and voice, video, data or information transport, but does not include: (1) cable service; (2) open video system service, as defined in 47 C.F.R. 76; (3) private communications system services provided without using the public rights-of-way; (4) public communications systems; (5) over-the-air radio or television broadcasting to the public-at-large from facilities licensed by the Federal Communications Commission or any successor thereto; and (6) direct-to-home satellite service within the meaning of Section 602 of the Telecommunications Act.

"License" means the authorization granted by the city to a utility operator pursuant to this Chapter.

"Person" means and includes any individual, firm, sole proprietorship, corporation, company, partnership, co-partnership, joint-stock company, trust, limited liability company, association, municipality, special district, government entity or other organization, including any natural person or any other legal entity.

"Private communications system" means a system, including the construction, maintenance or operation of the system, for the provision of a service or any portion of a service which is owned or operated exclusively by a person for their use and not for sale or resale, including trade, barter or other exchange of value, directly or indirectly, to any person.

"Public communications system" means any system owned or operated by a government entity or entities for its exclusive use for internal communications or communications with other government entities, and includes services provided by the state of Oregon pursuant to ORS 283.140. "Public communications system" does not include any system used for sale or resale,

including trade, barter or other exchange of value, of communications services or capacity on the system, directly or indirectly, to any person.

"Public utility easement" means the space in, upon, above, along, across, over or under an easement for the constructing, reconstructing, operating, maintaining, inspecting, and repairing of utilities facilities. "Public utility easement" does not include an easement (i) that has been privately acquired by a utility operator, (ii) solely for the constructing, reconstructing, operating, maintaining, inspecting, and repairing of city facilities, or (iii) where the proposed use by the utility operator is inconsistent with the terms of any easement granted to the city.

"Public Works Director" means the Public Works Director for the City of Gladstone or any designee.

"Right-of-way" means and includes, but is not limited to, the space in, upon, above, along, across, over or under the public streets, roads, highways, lanes, courts, ways, alleys, boulevards, bridges, trails, paths, sidewalks, bicycle lanes, public utility easements and all other public ways or areas, including the subsurface under and air space over these areas, but does not include parks, parkland, or other city property not generally open to the public for travel. This definition applies only to the extent of the city's right, title, interest and authority to grant a license to occupy and use such areas for utility facilities.

"State" means the state of Oregon.

"Utility facility" or "facility" means any physical component of a system, including but not limited to the poles, pipes, mains, conduits, ducts, cables, wires, transmitters, plant, equipment and other facilities, located within, under or above the rights-of-way, any portion of which is used or designed to be used to deliver, transmit or otherwise provide utility service.

"Utility operator" or "operator" means any person who owns, places, operates or maintains a utility facility within the city.

"Utility service" means the provision, by means of utility facilities permanently located within, under or above the rights-of-way, whether or not such facilities are owned by the service provider, of electricity, natural gas, communications services, cable services, water, sewer, and/or storm sewer to or from customers within the corporate boundaries of the city, and/or the transmission or provision of any of these services through the city whether or not customers within the city are served.

"Work" means the construction, demolition, installation, replacement, repair, maintenance or relocation of any utility facility, including but not limited to any excavation and restoration required in association with such construction, demolition, installation, replacement, repair, maintenance or relocation.

12.24.060. Registration.

A. Registration Required. Every person that desires to provide utility services to customers within the city shall register with the city prior to providing any utility services to any customer in the city. Every person providing utility services to customers within the city as of the effective date of this Chapter shall register within sixty (60) days of the effective date of this Chapter.

B. Annual Registration. After registering with the city pursuant to subsection A of this section, the registrant shall, by December 31st of each year, file with the city a new registration form if it intends to provide utility service at any time in the following calendar year. Registrants that file an initial registration pursuant to subsection A of this section on or after September 30th shall not be required to file an annual registration until December 31st of the following year.

C. Registration Application. The registration shall be on a form provided by the city, and shall be accompanied by any additional documents required by the city to identify the registrant and its legal status, describe the type of utility services provided or to be provided by the registrant and a description of the facilities over which the utility services will be provided.
D. Registration Fee. Each application for registration shall be accompanied by a nonrefundable registration fee in an amount to be determined by resolution of the city council in an amount sufficient to fully recover all of the city's costs of administering the registration program.
E. Exception. A person with a valid franchise agreement or license from the city shall not be required to register to provide the utility services expressly permitted by the franchise agreement or license.

12.24.070. Licenses.

A. License Required.

1. Except those utility operators with a valid franchise agreement from the city, every person shall obtain a license from the city prior to conducting any work in the rights-of-way.
2. Every person that owns or controls utility facilities in the rights-of-way as of the effective date of this Chapter shall apply for a license from the city within sixty (60) days of the later of: (1) the effective date of this Chapter, or (2) the expiration of a valid franchise granted by the city, unless a new franchise is granted by the city pursuant to subsection E of this section.
3. The provisions of this section 12.24.070, do not apply to any person subject to and in compliance with the cable television franchise requirement of Chapter 5.16, except that subsection J shall apply to the extent such person provides multiple services.

B. License Application. The license application shall be on a form provided by the city, and shall be accompanied by any additional documents required by the application to identify the applicant, its legal status, including its authorization to do business in Oregon, a description of the type of utility service provided or to be provided by the applicant, a description of the facilities over which the utility service will be provided, and other information reasonably necessary to determine the applicant's ability to comply with the terms of this Chapter.
C. License Application Fee. The application shall be accompanied by a nonrefundable application fee or deposit set by resolution of the city council in an amount sufficient to fully recover all of the city's costs related to processing the application for the license.
D. Determination by city. The city shall issue, within a reasonable period of time, a written determination granting or denying the license in whole or in part. If the license is denied, the written determination shall include the reasons for denial. The license shall be evaluated based upon the provisions of this Chapter, the continuing capacity of the rights-of-way to accommodate the applicant's proposed utility facilities and the applicable federal, state and local laws, rules, regulations and policies.
E. Franchise Agreements. If the public interest warrants, as determined by the city, the city and utility operator may enter into a written franchise agreement that includes terms that clarify, enhance, expand, waive or vary the provisions of this Chapter, consistent with applicable state and federal law. The franchise may conflict with the terms of this Chapter with the review and approval of city council. The franchisee shall be subject to the provisions of this Chapter to the extent such provisions are not in conflict with the express provisions of any such franchise.
F. Rights Granted.

1. The license granted hereunder shall authorize and permit the licensee, subject to the provisions of the city code and other applicable provisions of state or federal law, to construct, place, maintain, upgrade, repair and operate utility facilities in the rights-of-way for the term of the license.
2. Any license granted pursuant to this Chapter shall not convey equitable or legal title in the rights-of-way, and may not be assigned or transferred except as permitted in subsection K of this section.
3. Neither the issuance of the license nor any provisions contained therein shall constitute a waiver or bar to the exercise of any governmental right or power, police power or regulatory power of the city as may exist at the time the license is issued or thereafter obtained.

G. Term. Subject to the termination provisions in subsection M of this section, the license granted pursuant to this Chapter will remain in effect for a term of five (5) years.

H. License Nonexclusive. No license granted pursuant to this section shall confer any exclusive right, privilege, license or franchise to occupy or use the rights-of-way for delivery of utility services or any other purpose. The city expressly reserves the right to grant licenses, franchises or other rights to other persons, as well as the city's right to use the rights-of-way, for similar or different purposes. The license is subject to all recorded deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record that may affect the rights-of-way. Nothing in the license shall be deemed to grant, convey, create, or vest in licensee a real property interest in land, including any fee, leasehold interest or easement.

I. Reservation of City Rights. Nothing in the license shall be construed to prevent the city from grading, paving, repairing and/or altering any rights-of-way, constructing, laying down, repairing, relocating or removing city facilities or establishing any other public work, utility or improvement of any kind, including repairs, replacement or removal of any city facilities. If any of licensee's utility facilities interfere with the construction, repair, replacement, alteration or removal of any rights-of-way, public work, city utility, city improvement or city facility, except those providing utility services in competition with a licensee, licensee's facilities shall be removed or relocated as provided in subsections C, D and E of Section 12.24.090, in a manner acceptable to the city and consistent with industry standard engineering and safety codes.

J. Multiple Services.

1. A utility operator that provides or transmits or allows the provision or transmission of utility services and other services over its facilities is subject to the license and right-of-way use fee requirements of this Chapter for the portion of the facilities and extent of utility services delivered over those facilities. Nothing in this subsection J(1) requires a utility operator to pay the right-of-way use fee, if any, owed to the city by another person using the utility operator's facilities.
2. A utility operator that provides or transmits more than one utility service over its facilities is not required to obtain a separate license or franchise for each utility service, provided that it gives notice to the city of each utility service provided or transmitted and pays the applicable right-of-way use fee for each utility service.

K. Transfer or Assignment. To the extent permitted by applicable state and federal laws, the licensee shall obtain the written consent of the city prior to the transfer or assignment of the license. The license shall not be transferred or assigned unless the proposed transferee or assignee is authorized under all applicable laws to own or operate the utility system and the transfer or assignment is approved by all agencies or organizations required or authorized under

federal and state laws to approve such transfer or assignment. If a license is transferred or assigned, the transferee or assignee shall become responsible for fulfilling all of the obligations under the license with respect to all facilities of the licensee at the time of transfer or assignment. A transfer or assignment of a license does not extend the term of the license.

L. Renewal. At least ninety (90), but no more than one hundred eighty (180), days prior to the expiration of a license granted pursuant to this section, a licensee seeking renewal of its license shall submit a license application to the city, including all information required in subsection B of this section and the application fee required in subsection C of this section. The city shall review the application as required by subsection D of this section and grant or deny the license within ninety (90) days of submission of the application. If the city determines that the licensee is in violation of the terms of this Chapter at the time it submits its application, the city may require that the licensee cure the violation or submit a detailed plan to cure the violation within a reasonable period of time, as determined by the city, before the city will consider the application and/or grant the license. If the city requires the licensee to cure or submit a plan to cure a violation, the city will grant or deny the license application within ninety (90) days of confirming that the violation has been cured or of accepting the licensee's plan to cure the violation.

M. Termination.

1. Revocation or Termination of a License. The city council may terminate or revoke the license granted pursuant to this Chapter for any of the following reasons:
   a. Violation of any of the provisions of this Chapter;
   b. Violation of any provision of the license;
   c. Misrepresentation in a license application;
   d. Failure to pay taxes, compensation, fees or costs due the city after final determination of the taxes, compensation, fees or costs;
   e. Failure to restore the rights-of-way after construction as required by this Chapter or other applicable state and local laws, ordinances, rules and regulations;
   f. Failure to comply with technical, safety and engineering standards related to work in the rights-of-way; or
   g. Failure to obtain or maintain any and all licenses, permits, certifications and other authorizations required by state or federal law for the placement, maintenance and/or operation of the utility facilities.
2. Standards for Revocation or Termination. In determining whether termination, revocation or some other sanction is appropriate, the following factors shall be considered:
   a. The egregiousness of the misconduct;
   b. The harm that resulted;
   c. Whether the violation was intentional;
   d. The utility operator's history of compliance; and/or
   e. The utility operator's cooperation in discovering, admitting and/or curing the violation.
3. Notice and Cure. The city shall give the utility operator written notice of any apparent violations before terminating a license. The notice shall include a short and concise statement of the nature and general facts of the violation or noncompliance and provide a reasonable time (no less than twenty (20) and no more than forty (40) days) for the utility operator to demonstrate that the utility operator has remained in compliance, that the utility operator has cured or is in the process of curing any violation or noncompliance, or that it would be in the public interest to impose a penalty or sanction less than termination

or revocation. If the utility operator is in the process of curing a violation or noncompliance, the utility operator must demonstrate that it acted promptly and continues to actively work on compliance. If the utility operator does not respond or if the city manager or designee determines that the utility operator's response is inadequate, the city manager or designee shall refer the matter to the city council, which shall provide a duly noticed public hearing to determine whether the license shall be terminated or revoked.

12.24.080. Construction and Restoration.

A. Construction Codes. Utility facilities shall be constructed, installed, operated, repaired and maintained in accordance with all applicable federal, state and local codes, rules and regulations, including but not limited to the National Electrical Code and the National Electrical Safety Code and the Gladstone Design and Construction Standards. When a utility operator, or any person acting on its behalf, does any work in or affecting the rights-of-way, the utility operator shall, at its own expense, promptly restore the rights-of-way as directed by the city consistent with applicable city codes, rules and regulations. A utility operator or other person acting on its behalf shall use suitable barricades, flags, flagging attendants, lights, flares and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle or property by reason of such work in or affecting the rights of way or property.

B. Construction Permits.

1. No person shall perform any work on utility facilities within the rights-of-way without first obtaining all required permits. The city shall not issue a permit for the construction, installation, maintenance or repair of utility facilities unless the utility operator of the facilities has applied for and received the license required by this Chapter, or has a current franchise with the city, and all applicable fees have been paid. No permit is required for service drops to customer premises or routine maintenance or repairs where such drops, repairs or maintenance do not require cutting, digging, or breaking of, or damage to, the right of way and do not result in closing or blocking any portion of the travel lane for vehicular traffic, bicycle lanes or sidewalks.
2. In the event of an emergency, a utility operator with a license pursuant to this Chapter or its contractor may perform work on its utility facilities without first obtaining a permit from the city, provided that, to the extent reasonably feasible, it attempts to notify the city prior to commencing the emergency work and in any event applies for a permit from the city as soon as reasonably practicable, but not more than forty eight (48) hours after commencing the emergency work. As used in this subsection, "emergency" means a circumstance in which immediate work on facilities is necessary to restore lost service or prevent immediate harm to persons or property.
3. Applications for permits to construct utility facilities shall be submitted upon forms to be provided by the city and shall be accompanied by drawings, plans and specifications in sufficient detail to demonstrate:
   a. That the facilities will be constructed in accordance with all applicable codes, rules and regulations, including the Gladstone Design and Construction Standards.
   b. The location and route of all utility facilities to be installed aboveground or on existing utility poles.
   c. The location and route of all utility facilities on or in the rights-of-way to be located under the surface of the ground, including the line and grade proposed for the burial

at all points along the route that are within the rights-of-way. Applicant's existing utility facilities shall be differentiated on the plans from new construction. The public works director may require additional information necessary to demonstrate that the proposed location can accommodate the utility facilities.

d. The construction methods to be employed for protection of existing structures, fixtures, and facilities within or adjacent to the rights-of-way, and description of any improvements that applicant proposes to temporarily or permanently remove or relocate.

e. The permittee has an adequate traffic control plan.

4. All permit applications shall be accompanied by the verification of a qualified and duly authorized representative of the applicant that the drawings, plans and specifications submitted with the application comply with applicable technical codes, rules and regulations. The city engineer or designee may, in his or her sole discretion, require the verification of a registered professional engineer.
5. All permit applications shall be accompanied by a written construction schedule, which shall include an estimated start date and a deadline for completion of construction. The construction schedule is subject to approval by public works director.
6. Prior to issuance of a construction permit, the applicant shall pay a permit fee in an amount to be determined by resolution of the city council.
7. If satisfied that the applications, plans and documents submitted comply with all requirements of this Chapter, the public works director shall issue a permit authorizing construction of the utility facilities, subject to such further conditions, restrictions or regulations affecting the time, place and manner of performing the work as they may deem necessary or appropriate.
8. Except in the case of an emergency, the permittee shall notify the public works director not less than two (2) working days in advance of any excavation or construction in the rights-of-way.
9. All construction practices and activities shall be in accordance with the permit and approved final plans and specifications for the utility facilities. The public works director and designated representatives shall be provided access to the work site and such further information as they may require to ensure compliance with such requirements.
10. All work which does not comply with the permit, the approved or corrected plans and specifications for the work, or the requirements of this Chapter, shall be removed or corrected at the sole expense of the permittee. The city is authorized to stop work in order to assure compliance with the provision of this Chapter. If the permittee fails to remove or correct work as required in this subsection, the city may remove or correct the work at the expense of the permittee, after notice and opportunity to cure, using qualified personnel or contractors consistent with applicable state and federal safety laws and regulations.
11. The permittee shall promptly complete all construction activities so as to minimize disruption of the city rights-of-way and other public and private property. All construction work within the rights-of-way, including restoration, must be completed within sixty (60) days of the date of issuance of the construction permit unless an extension or an alternate schedule has been approved by the public works director.

C. Performance Surety.

1. The city may require a performance bond or other form of surety acceptable to the city equal to at least one hundred and twenty-five percent (125%) of the estimated cost of the work within the rights-of-way of the city, which bond shall be provided before construction is commenced.
2. If required, the performance bond or other form of surety acceptable to the city shall remain in force until sixty (60) days after substantial completion of the work, as determined in writing by the city, including restoration of rights-of-way and other property affected by the construction.
3. If required, the performance bond or other form of surety acceptable to the city shall guarantee, to the satisfaction of the city:
   a. Timely completion of the work;
   b. That the work is performed in compliance with applicable plans, permits, technical codes and standards;
   c. Proper location of the facilities as specified by the city;
   d. Restoration of the rights-of-way and other property affected by the work; and
   e. Timely payment and satisfaction of all claims, demands or liens for labor, material, or services provided in connection with the work.
4. The release of the performance bond or other surety pursuant to subsection C(1) of this section does not relieve the utility operator from its obligation to restore rights-of-way or other property as required in subsection E of this section regardless of when the failure to restore rights-of-way or other property as required by this chapter occurs or is discovered.

D. Injury to Persons or Property. A utility operator, or any person acting on its behalf, shall preserve and protect from injury or damage other utility operators' facilities in the rights-of-way, the public using the rights-of-way and any adjoining property, and take other necessary measures to protect life and property, including but not limited to buildings, walls, fences, trees or facilities that may be subject to damage from the permitted work. A utility operator shall be responsible for all injury to persons or damage to public or private property resulting from its failure to properly protect people and property and to carry out the work.

E. Restoration.

1. When a utility operator, or any person acting on its behalf, does any work in or affecting any rights-of-way, it shall, at its own expense, promptly restore such rights-of-way to the same or better condition as existed before the work was undertaken, in accordance with applicable federal, state and local laws, codes, ordinances, rules and regulations, unless otherwise directed by the city and as determined by the public works director.
2. If weather or other conditions beyond the utility operator's control do not permit the complete restoration required by the city, the utility operator shall temporarily restore the affected rights-of-way. Such temporary restoration shall be at the utility operator's sole expense and the utility operator shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration. Any corresponding modification to the construction schedule may be subject to approval by the city.
3. If the utility operator fails to restore rights-of-way as required in this Chapter, the city shall give the utility operator written notice and provide the utility operator a reasonable period of time not less than ten (10) days, unless an emergency or threat to public safety is deemed to exist, and not exceeding thirty (30) days, or such additional time agreed to in writing by the city, to restore the rights-of-way. If, after said notice, the utility

operator fails to restore the rights-of-way as required in this Chapter, the city shall cause such restoration to be made at the expense of the utility operator.

F. Inspection. Every utility operator's facilities shall be subject to the right of periodic inspection by the city to determine compliance with the provisions of this Chapter and all other applicable state and city codes, ordinances, rules and regulations. Every utility operator shall cooperate with the city in permitting the inspection of utility facilities upon request of the city. The utility operator shall perform all testing, or permit the city to perform any testing at the utility operator's expense, required by the city to determine that the installation of the utility operator's facilities and the restoration of the right-of-way comply with the terms of this Chapter and applicable state and city codes, ordinances, rules and regulations.

G. Coordination of Construction. All utility operators are required to make a good faith effort to both cooperate with and coordinate their construction schedules with those of the city and other users of the rights-of-way.

1. Prior to January 1st of each year, utility operators shall provide the city with, a schedule of known proposed construction activities for that year in, around or that may affect the rights-of-way.
2. Utility operators shall meet with the city annually, or as determined by the city, to schedule and coordinate construction in the rights-of-way.
3. All construction locations, activities and schedules within the rights-of-way shall be coordinated as ordered by the public works director, to minimize public inconvenience, disruption, or damages.

H. Contractors. A utility operator may authorize a qualified contractor to perform any of the work authorized or required in this Chapter on the utility operator's behalf. Any contractor performing work on behalf of a utility operator shall be subject to applicable provisions of this Chapter. In the event a utility operator authorizes a contractor to perform work on its behalf, the utility operator shall remain responsible and liable for compliance with the provisions of this subchapter.

12.24.090. Location of Facilities.

A. Location of Facilities. Unless otherwise agreed to in writing by the city:

1. Utility facilities shall be installed underground in all areas of the city where there are no existing poles in the right-of-way, there is no space on existing poles in the right-of-way, or where the only poles in the right-of-way are used only for high voltage lines (as defined below). This requirement shall not apply to pedestals, cabinets or other above-ground equipment of any utility operator. The city reserves the right to require written approval of the location of any such above-ground equipment in the right of way.
2. Whenever any existing electric utilities, cable facilities or communications facilities are located underground within a right-of-way of the city, the utility operator with permission to occupy the same right-of-way shall install all new facilities underground at no cost to the city. This requirement shall not apply to facilities used for transmission of electric energy at nominal voltages in excess of thirty-five thousand (35,000) volts ("high voltage lines") or to pedestals, cabinets or other above-ground equipment of any utility operator. The city reserves the right to require written approval of the location of any such above-ground equipment in the right-of-way.

B. Interference with the Rights-of-Way. No utility operator or other person may locate or maintain its facilities so as to unreasonably interfere with the use of the rights-of-way by the city,

by the general public or by other persons authorized to use or be present in or upon the rights-of-way. All use of the rights-of-way shall be consistent with city codes, ordinances, rules and regulations.

C. Relocation of Utility Facilities.

1. A utility operator shall, at no cost to the city, temporarily or permanently remove, relocate, change or alter the position of any utility facility within a right-of-way, including relocation of aerial facilities underground, when requested to do so in writing by the city.
2. Nothing herein shall be deemed to preclude the utility operator from requesting reimbursement or compensation from a third party, pursuant to applicable laws, regulations, tariffs or agreements, provided that the utility operator shall timely comply with the requirements of this section regardless of whether or not it has requested or received such reimbursement or compensation.
3. The city shall provide written notice of the time by which the utility operator must remove, relocate, change, alter or underground its facilities. If a utility operator fails to remove, relocate, alter or underground any utility facility as requested by the city and by the date reasonably established by the city, the utility operator shall pay all costs incurred by the city due to such failure, including but not limited to costs related to project delays, and the city may cause, using qualified personnel or contractors consistent with applicable state and federal safety laws and regulations, the utility facility to be removed, relocated, altered or undergrounded at the utility operator's sole expense. Upon receipt of a detailed invoice from the city, the utility operator shall reimburse the city for the costs the city incurred within thirty (30) days.

D. Removal of Unauthorized Facilities.

1. Unless otherwise agreed to in writing by the public works director, within thirty (30) days following written notice from the city or such other time agreed to in writing by the city, a utility operator and any other person that owns, controls, or maintains any abandoned or unauthorized utility facility within the rights-of-way shall, at its own expense, remove the facility and restore the rights-of-way.
2. A utility system or facility is unauthorized under any of the following circumstances:
   a. The utility facility is outside the scope of authority granted by the city under the license, franchise or other written agreement. This includes facilities that were never licensed or franchised and facilities that were once licensed or franchised but for which the license or franchise has expired or been terminated. This does not include any facility for which the city has provided written authorization for abandonment in place.
   b. The facility has been abandoned and the city has not provided written authorization for abandonment in place. A facility is abandoned if it is not in use and is not planned for further use. A facility will be presumed abandoned if it is not used for a period of twelve (12) consecutive months. A utility operator may overcome this presumption by presenting plans for future use of the facility.
   c. The utility facility is improperly constructed or installed or is in a location not permitted by the construction permit, license, franchise or this Chapter.
   d. The utility operator is in violation of a material provision of this Chapter and fails to cure such violation within thirty (30) days of the city sending written notice of such violation, unless the city extends such time period in writing.

E. Removal by City.

1. The city retains the right and privilege to cut or move the facilities of any utility operator or similar entity located within the rights-of-way of the city, without notice, as the city may determine to be necessary, appropriate or useful in response to a public health or safety emergency. The city will use qualified personnel or contractors consistent with applicable state and federal safety laws and regulations to the extent reasonably practicable without impeding the city's response to the emergency. The city will use best efforts to provide the utility operator with notice prior to cutting or moving facilities. If prior notice is not possible, the city will provide such notice as soon as reasonably practicable after taking such action.
2. If the utility operator fails to remove any facility when required to do so under this Chapter, the city may remove the facility using qualified personnel or contractors consistent with applicable state and federal safety laws and regulations, and the utility operator shall be responsible for paying the full cost of the removal and any administrative costs incurred by the city in removing the facility and obtaining reimbursement. Upon receipt of a detailed invoice from the city, the utility operator shall reimburse the city for the costs the city incurred within thirty (30) days. The obligation to remove shall survive the termination of the license or franchise.
3. The city shall not be liable to any utility operator for any damage to utility facilities, or for any consequential losses resulting directly or indirectly therefrom, by the city or its contractor in removing, relocating or altering the facilities pursuant to subsections B, C or D of this section or undergrounding its facilities as required by subsection A of this section, or resulting from the utility operator's failure to remove, relocate, alter or underground its facilities as required by those subsections, unless such damage arises directly from the city's negligence or willful misconduct.

F. Engineering Record Drawings. The utility operator shall provide the city with two complete sets of record drawings in a form acceptable to the city upon completion of construction. The utility operator shall provide updated complete sets of as built plans upon request of the city, but not more than once per year.

12.24.100. Leased Capacity.

A utility operator may lease capacity on or in its systems to others, provided that, upon request, the utility operator provides the city with the name and business address of any lessee. A utility operator is not required to provide such information if disclosure is expressly prohibited by applicable law or a valid agreement between the utility operator and the lessee.

12.24.110. Maintenance.

A. Every utility operator shall install and maintain all facilities in a manner that complies with applicable federal, state and local laws, rules, regulations and policies. The utility operator shall, at its own expense, repair and maintain facilities from time to time as may be necessary to accomplish this purpose.

B. If, after written notice from the city of the need for repair or maintenance as required in subsection A of this section, a utility operator fails to repair and maintain facilities as requested by the city and by the date reasonably established by the city, the city may perform such repair or maintenance using qualified personnel or contractors consistent with applicable state and federal safety laws and regulations at the utility operator's sole expense. Upon receipt of a detailed

invoice from the city, the utility operator shall reimburse the city for the costs the city incurred within thirty (30) days.

12.24.120. Vacation.

If the city vacates any right-of-way, or portion thereof, that a utility operator uses, the utility operator shall, at its own expense, remove its facilities from the right-of-way unless the city reserves a public utility easement, which the city shall make a reasonable effort to do provided that there is no expense to the city, or the utility operator obtains an easement for its facilities. If the utility operator fails to remove its facilities within thirty (30) days after a right-of-way is vacated, or as otherwise directed or agreed to in writing by the city, the city may remove the facilities using qualified personnel or contractors consistent with applicable state and federal safety laws and regulations at the utility operator's sole expense. Upon receipt of an invoice from the city, the utility operator shall reimburse the city for the costs the city incurred within thirty (30) days.

12.24.130. Right-of-Way Use Fee.

A. Except as set forth in subsection B of this section, every person that owns utility facilities in the city and every person that uses utility facilities in the city to provide utility service, whether or not the person owns the utility facilities used to provide the utility services, shall pay the right-of-way use fee for every utility service provided using the rights-of-way in the amount determined by resolution of the city council.

B. A utility operator whose only facilities in the right-of-way are facilities mounted on above-ground structures within the right-of-way, which structures are owned by another person, and with no facilities strung between such structures or otherwise within, under or above the right-of-way, shall pay the attachment fee set by city council resolution for each attachment, or such other fee set forth in the license granted by the city. Unless otherwise agreed to in writing by the city, the fee shall be paid annually, in arrears, within forty-five (45) days after the end of each calendar year, and shall be accompanied by information sufficient to illustrate the calculation of the amount payable. The utility shall pay interest at the rate of nine percent (9%) per year for any payment made after the due date.

C. Right-of-way use fee payments required by this section shall be reduced by any franchise fee payments received by the city, but in no case will be less than zero dollars ($0).

D. Unless otherwise agreed to in writing by the city, the right-of-way use fee set forth in subsection A of this section shall be paid quarterly, in arrears, for each quarter during the term of the license within forty-five (45) days after the end of each calendar quarter. Each payment shall be accompanied by an accounting of gross revenues, if applicable, and a calculation of the amount payable. The utility shall pay interest at the rate of nine percent (9%) per year for any payment made after the due date.

E. The calculation of the right-of-way use fee required by this section shall be subject to all applicable limitations imposed by federal or state law.

F. The city reserves the right to enact other fees and taxes applicable to the utility operators subject to this Chapter. Unless expressly permitted by the city in enacting such fee or tax, or required by applicable state or federal law, no utility operator may deduct, offset or otherwise reduce or avoid the obligation to pay any lawfully enacted fees or taxes based on the payment of the right-of-way use fee or any other fees required by this Chapter.

12.24.140. Audits.

A. Within thirty (30) days of a written request from the city, or as otherwise agreed to in writing by the city:

1. Every provider of utility service shall furnish the city with information sufficient to demonstrate that the provider is in compliance with all the requirements of this Chapter and its franchise agreement, if any, including but not limited to payment of any applicable registration fee, right-of-way use fee, attachment fee or franchise fee.
2. Every utility operator shall make available for inspection by the city at reasonable times and intervals all maps, records, books, diagrams, plans and other documents, maintained by the utility operator with respect to its facilities within the rights-of-way. Access shall be provided within the city unless prior arrangement for access elsewhere has been made with the city.

B. If the city's audit of the books, records and other documents or information of the utility operator or utility service provider demonstrate that the utility operator or provider has underpaid the right-of-way use fee, attachment fee or franchise fee by three percent (3%) or more in any one (1) year, the utility operator shall reimburse the city for the cost of the audit, in addition to any interest owed pursuant to subsection B or subsection D of Section 12.24.130 or as specified in a franchise.

C. Any underpayment, including any interest or audit cost reimbursement, shall be paid within thirty (30) days of the city's notice to the utility service provider of such underpayment.

12.24.150. Insurance and Indemnification.

A. Insurance.

1. All utility operators shall maintain in full force and effect the following liability insurance policies that protect the utility operator and the city, as well as the city's officers, agents, and employees:
   a. Comprehensive general liability insurance with limits not less than:
      i. Three million dollars ($3,000,000.00) for bodily injury or death to each person;
      ii. Three million dollars ($3,000,000.00) for property damage resulting from any one accident; and
      iii. Three million dollars ($3,000,000.00) for all other types of liability.
   b. Commercial Automobile liability insurance for owned, non-owned and hired vehicles with a limit of one million dollars ($1,000,000.00) for each person and three million dollars ($3,000,000.00) for each accident.
   c. Worker's compensation within statutory limits and employer's liability with limits of not less than one million dollars ($1,000,000.00).
   d. If not otherwise included in the policies required by subsection a. above, maintain comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits of not less than three million dollars ($3,000,000.00).
   e. Utility operator may utilize primary and umbrella liability insurance policies to satisfy the preceding insurance policy limit requirements.
2. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the state of Oregon. The insurance shall be without prejudice to coverage otherwise existing and shall name, or the certificate of insurance shall name, with the exception of worker's compensation, as additional insureds the city

and its officers, agents, and employees. The coverage must apply as to claims between insureds on the policy. The insurance shall not be canceled or materially altered without thirty (30) days prior written notice first being given to the city. If the insurance is canceled or materially altered, the utility operator shall obtain a replacement policy that complies with the terms of this section and provide the city with a replacement certificate of insurance. The utility operator shall maintain continuous uninterrupted coverage, in the terms and amounts required. The utility operator may self insure, or keep in force a self-insured retention plus insurance, for any or all of the above coverage.

3. The utility operator shall maintain on file with the city a certificate of insurance, or proof of self-insurance acceptable to the city, certifying the coverage required above.

B. Financial Assurance. Unless otherwise agreed to in writing by the city, before a franchise granted or license issued pursuant to this Chapter is effective, and as necessary thereafter, the utility operator shall provide a performance bond or other financial security or assurance, in a form acceptable to the city, as security for the full and complete performance of the franchise or license, if applicable, and compliance with the terms of this Chapter, including any costs, expenses, damages or loss the city pays or incurs because of any failure attributable to the utility operator to comply with the codes, ordinances, rules, regulations or permits of the city. This obligation is in addition to the performance surety required by subsection C of Section 12.24.080.

C. Indemnification.

1. Each utility operator shall defend, indemnify and hold the city and its officers, employees, agents and representatives harmless from and against any and all liability, causes of action, claims, damages, losses, judgments and other costs and expenses, including attorney fees and costs of suit or defense (at both the trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity in any way arising out of, resulting from, during or in connection with, or alleged to arise out of or result from the negligent, careless, or wrongful acts, omissions, failure to act, or other misconduct of the utility operator or its affiliates, officers, employees, agents, contractors, subcontractors, or lessees in the construction, operation, maintenance, repair, or removal of its facilities, and in providing or offering utility services over the facilities, whether such acts or omissions are authorized, allowed, or prohibited by this Chapter or by a franchise agreement. The acceptance of a license under Section 12.24.070 of this Chapter, or of a franchise granted by the city, shall constitute such an agreement by the applicant whether the same is expressed or not, unless expressly stated otherwise in the license or franchise. Upon notification of any such claim the city shall notify the utility operator and provide the utility operator with an opportunity to provide defense regarding any such claim.
2. Every utility operator shall also indemnify the city for any damages, claims, additional costs or expenses assessed against or payable by the city arising out of or resulting, directly or indirectly, from the utility operator's failure to remove or relocate any of its facilities in the rights-of-way in a timely manner, unless the utility operator's failure arises directly from the city's negligence or willful misconduct.

12.24.160. Compliance.

Every utility operator shall comply with all applicable federal and state laws and regulations, including regulations of any administrative agency thereof, as well as all applicable

ordinances, resolutions, rules and regulations of the city, heretofore or hereafter adopted or established during the entire term of any license granted under this Chapter.

12.24.170. Confidential/Proprietary Information.

If any person is required by this Chapter to provide books, records, maps or information to the city that the person reasonably believes to be confidential or proprietary, and such books, records, maps or information are clearly marked as confidential at the time of disclosure to the city ("confidential information"), the city shall take reasonable steps to protect the confidential information to the extent permitted by Oregon Public Records Laws. In the event the city receives a public records request to inspect any confidential information and the city determines that it will be necessary to reveal the confidential information, to the extent reasonably possible the city will notify the person that submitted the confidential information of the records request prior to releasing the confidential information. The city shall not be required to incur any costs to protect any confidential information, other than the city's routine internal procedures for complying with the Oregon Public Records Law.

12.24.180. Penalties.

A. Violation of the requirements of this Chapter constitutes a Class A Infraction. Each day **a** violation continues shall constitute a separate offense.

B. Nothing in this Chapter shall be construed as limiting any judicial or other remedies the city may have at law or in equity, for enforcement of this Chapter.

12.24.190. Severability and Preemption.

A. The provisions of this Chapter shall be interpreted to be consistent with applicable federal and state law, and shall be interpreted, to the extent possible, to cover only matters not preempted by federal or state law.

B. If any article, section, subsection, sentence, clause, phrase, term, provision, condition or portion of this Chapter is for any reason declared or held to be invalid or unenforceable by any court of competent jurisdiction or superseded by state or federal legislation, rules, regulations or decision, the remainder of this Chapter shall not be affected thereby but shall be deemed as a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions hereof, and each remaining section, subsection, clause, phrase, term, provision, condition, covenant and portion of this Chapter shall be valid and enforceable to the fullest extent permitted by law. In the event any provision is preempted by federal or state laws, rules or regulations, the provision shall be preempted only to the extent required by law and any portion not preempted shall survive. If any federal or state law resulting in preemption is later repealed, rescinded, amended or otherwise changed to end the preemption, such provision shall thereupon return to full force and effect and shall thereafter be binding without further action by the city.

12.24.200. Application to Existing Agreements.

To the extent that this Chapter is not in conflict with and can be implemented consistent with existing franchise agreements, this Chapter shall apply to all existing franchise agreements granted to utility operators by the city.

LEAGUE OF OREGON CITIES

UTILITY & FRANCHISE FEE SURVEY

MARCH 2012

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Utility and Franchise Fee Survey Summary

INTRODUCTION

Franchise fees are charged as part of an agreement between local governments and utilities that use public rights-of-way. These agreements ensure that companies receiving special use of rights-of-way are paying fees to reimburse local governments for use of public services, and to prevent general taxpayers from subsidizing extraordinary use. Franchise agreements outline the terms under which utility companies use city rights-of-way, including compensation requirements. Franchise fees are typically calculated on a percentage of the revenues derived from sales of the utility company to customers in that service area or territory.

In November 2011 the League of Oregon Cities surveyed its membership on franchise fees including rates, duration of agreements, providers and revenue for the last three fiscal years. Similar surveys were conducted in 2005 and 2008. The League received a 60 percent response rate (145 out of 242). Of the 145 responding cities, two cities do not collect any franchise fee revenue. The tables on the right show the population breakdown for the responding cities and how that compares to the statewide breakdown.

Population breakdown for responding cities

Population Group	Number of Cities	Percentage
999 or less	29	20%
1,000-4,999	53	37%
5,000-19,999	40	28%
20,000-49,999	15	10%
50,000-149,999	5	3%
150,000 or above	3	2%

Population breakdown for Oregon

Population Group	Number of Cities	Percentage
999 or less	82	34%
1,000-4,999	84	34%
5,000-19,999	49	20%
20,000-49,999	16	7%
50,000-149,999	8	3%
150,000 or above	3	1%

TELECOMMUNICATIONS

The telecom industry has experienced some changes since this report was last updated in 2008. In 2010, Verizon spun-off its landline service to Frontier Communications. In 2011 Qwest and CenturyLink merged, making CenturyLink the third largest telecommunications company in the United States. Cities collect fee revenue from two main types of telecom providers. The first is Incumbent Local Exchange Carriers (ILECs), which are traditional phone companies that provide exchange access service (dial tone service). Cities can only receive franchise fee revenue from an ILECs dial tone services; state law prohibits cities from collecting revenue on the other services that ILEC companies provide, such as cable and data services. The second is the Competitive Local Exchange Carriers (CLECs), which are providers of local phone services that have certificates of operation from the Public Utility Commission. Some CLECs own a facility located in the public rights-of-way and some may pay compensation to a facility-based carrier for use of that facility for resale programs.

Chart 1 displays the revenue received by ILEC and CLEC providers over the last three fiscal years (FY) for 125 cities. While ILEC revenue has decreased by $1.9 million, the revenue collected from CLEC providers has increased by $477,902. The decrease in ILEC revenue is likely due to a nationwide trend of people dropping their land line service.

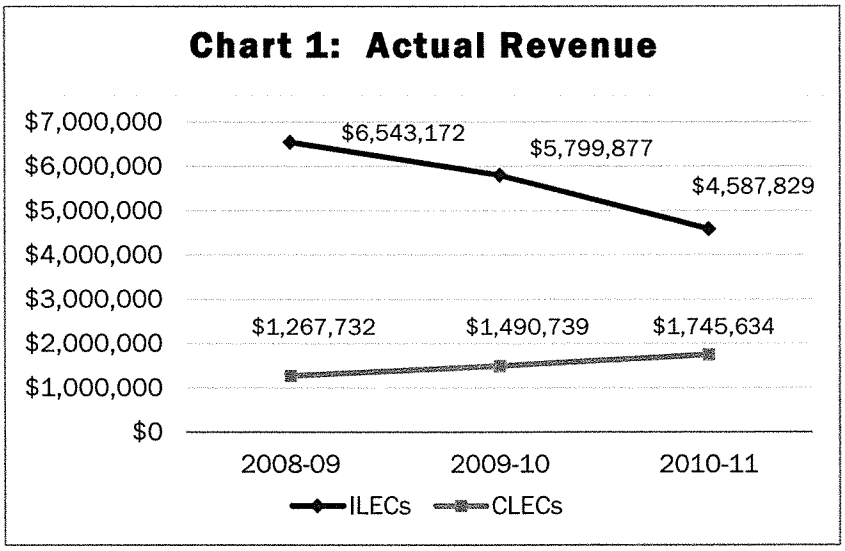
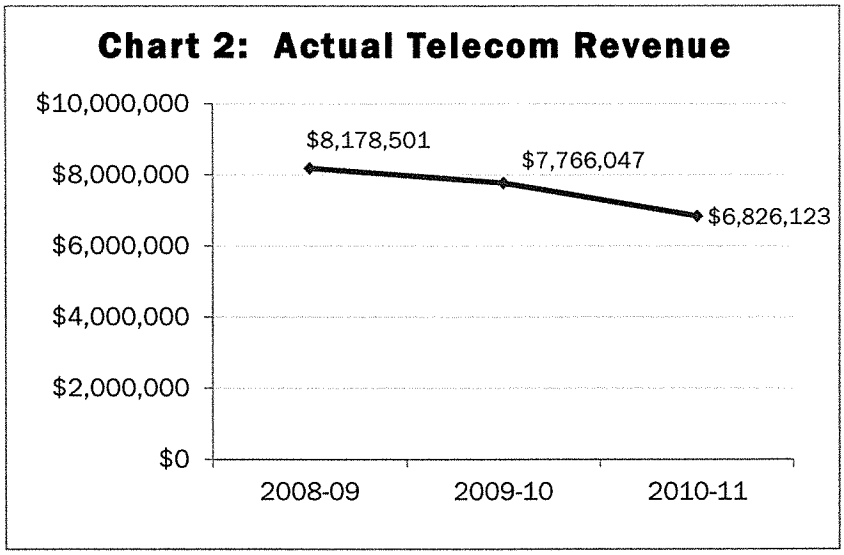
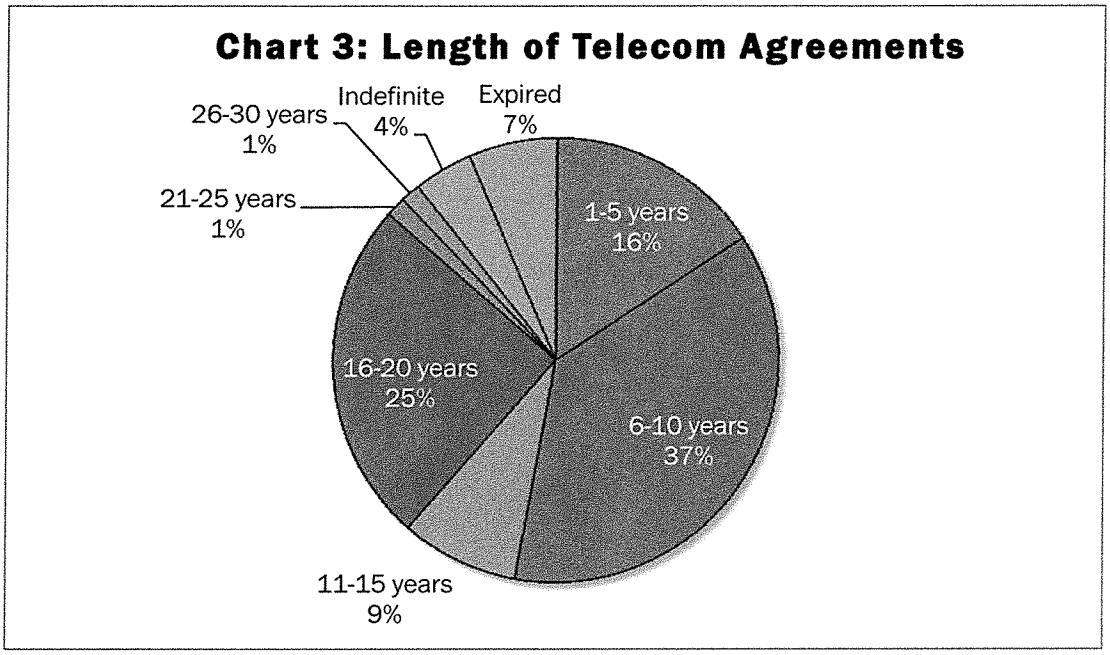


Chart 2 shows the actual revenue 125 cities received from all telecom providers. Since FY2008-09, cities have lost a total of $1,352,378 from their telecom franchise fees, a decline of 17 percent.



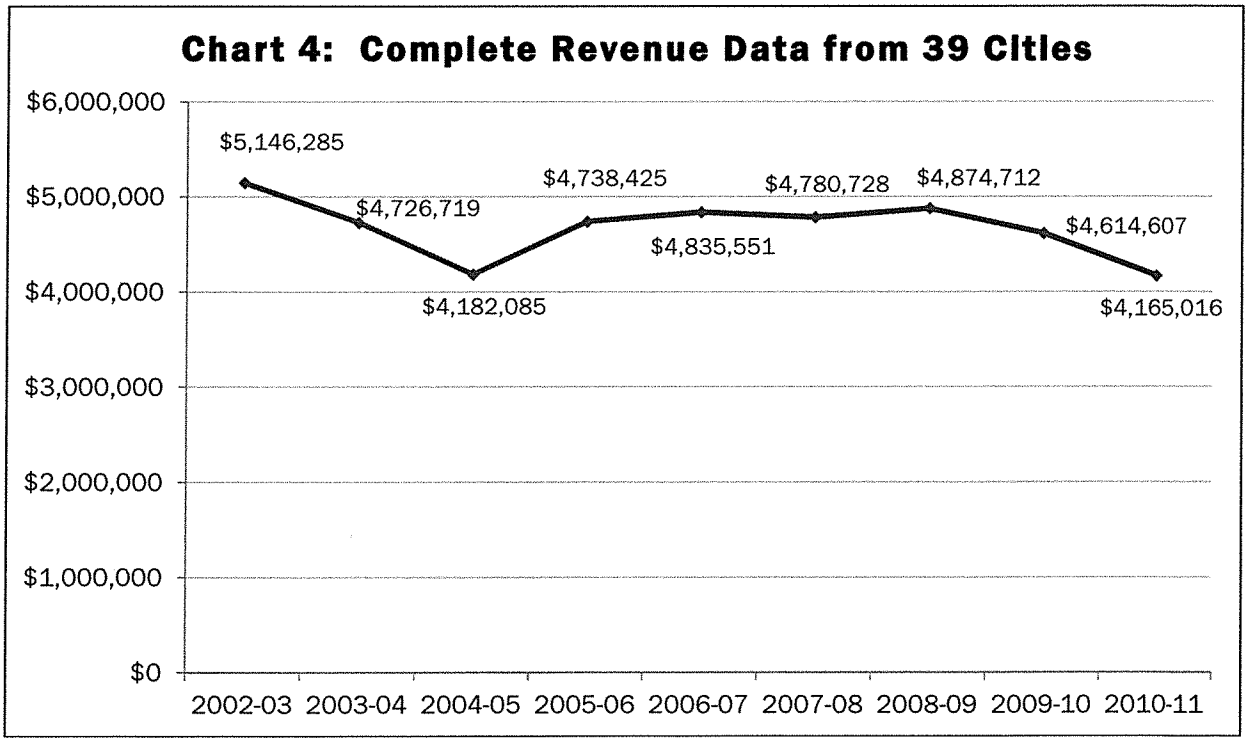
Length of Agreements

The length of telecom agreements varies from city to city and ranges from one year to indefinite (see Chart 3). Of the 130 cities that responded to this question, the most common agreement length (35 percent) is 10 years. Fourteen cities have different lengths of agreements depending on the provider; for example, Beaverton's agreements with ILEC providers are 20 years while their agreements with CLEC providers are five years.



Historical Look at Telecom Revenue

The League has comprehensive revenue data for 39 cities dating back to FY2002-03. Chart 4 shows the revenue experience of those 39 cities, which had a 19 percent decrease. This chart combined with Chart 2 shows that cities have experienced a consistent decrease in franchise fee revenue.

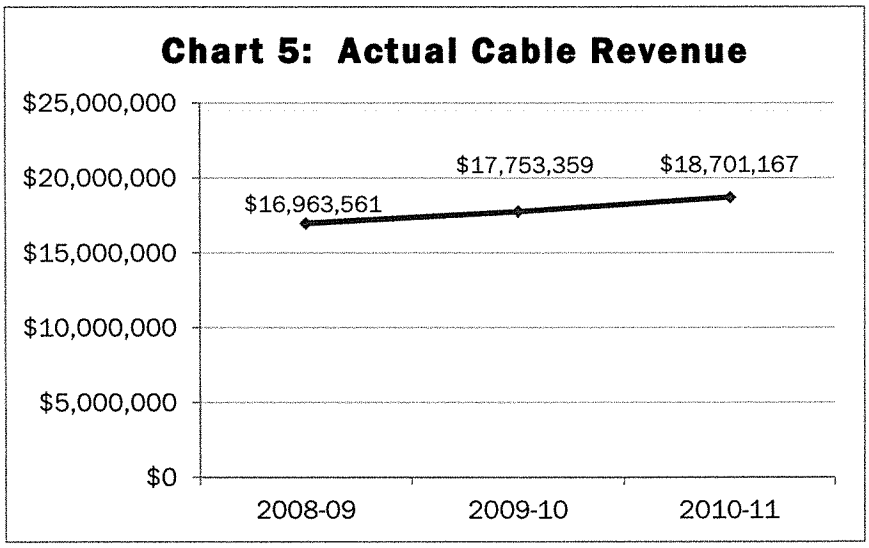


Note: The revenue numbers in Chart 4 have not been adjusted for inflation.

CABLE

City cable franchise revenues have been on the rise. Chart 5 shows that since FY2008-09 cable franchise revenue for the responding 115 cities has increased by $1.7 million.

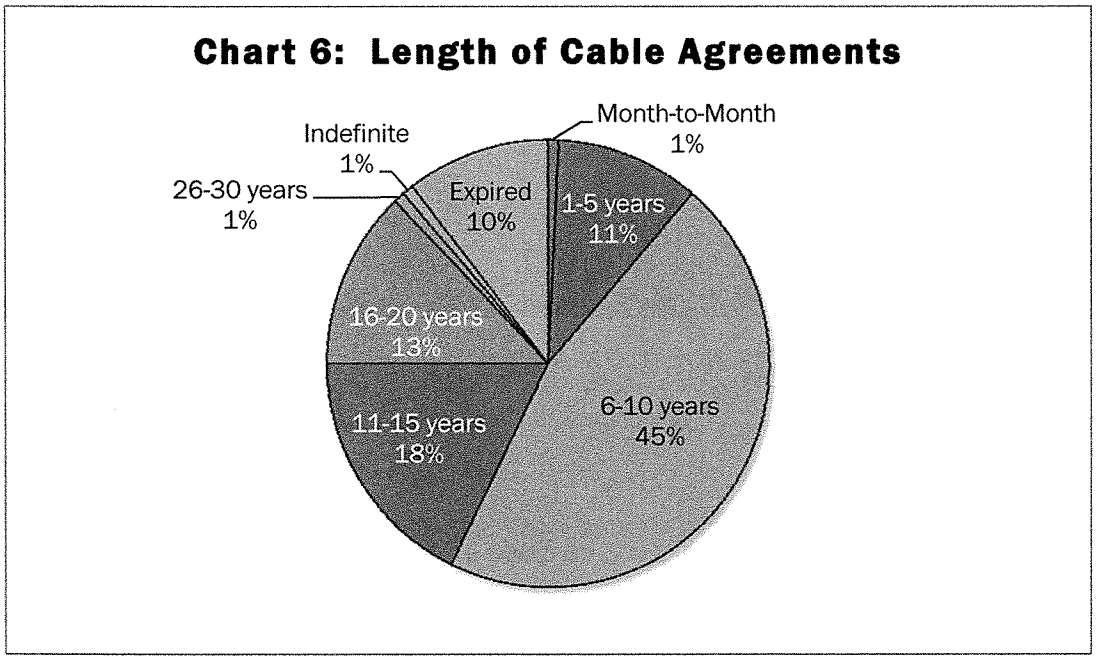
While revenues from telecom franchise fees have been decreasing the last three fiscal years, cable franchises have increased 10 percent.



A recent development related to cable franchises is Voice-Over-Internet-Protocol (VoIP), which allows individuals to make voice calls using a broadband Internet connection instead of a regular (or analog) phone line. Currently 26 percent of the cities who responded to the survey indicated that their cable franchise agreement captures this service.

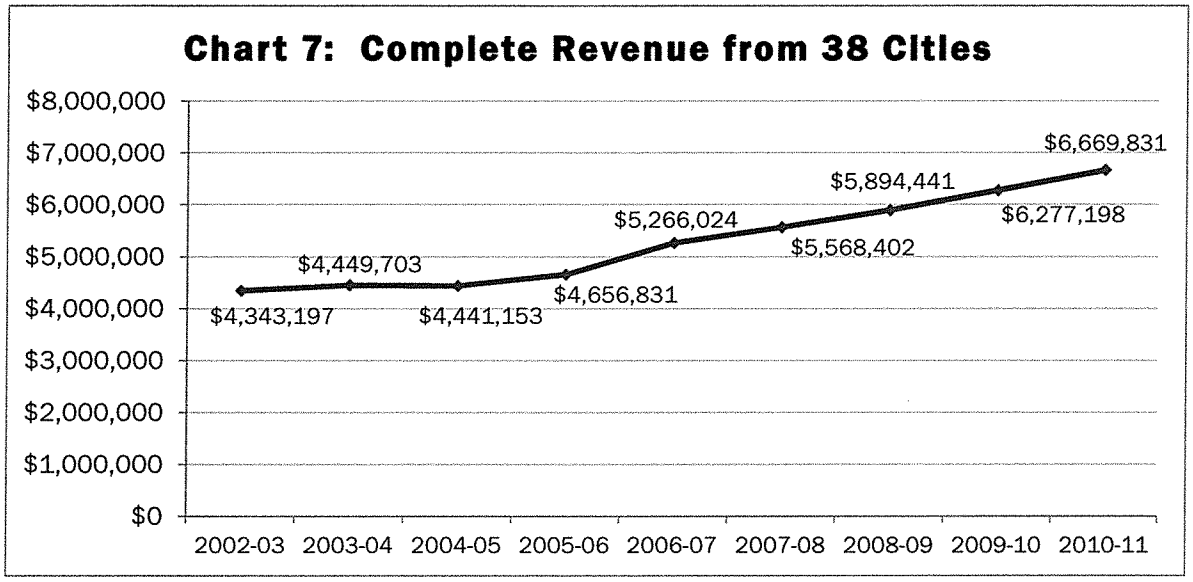
Length of Agreements

Similar to telecom, the majority of the 109 responding cities (44 percent) indicated that they have a 10-year cable agreement with their providers. There were four cities that have different agreement lengths for different providers.



Historical Look at Cable Revenue

The League has comprehensive revenue data for 38 cities dating back to FY2002-03. Charts 5 and 7 show that cities have experienced a consistent increase in cable franchise revenue.



Note: The revenue numbers in Chart 7 have not been adjusted for inflation.

BUSINESS LICENSES AND PERMIT FEES

Almost 10 percent (14) of cities surveyed indicated that they have a general business license fee that telecom providers must pay; the rate ranges from $10 - $150. Some cities charge a flat annual fee while others base it on the number of employees a company has.

To work in the right-of-way, 43 percent (62) of cities indicated that they charge a permit fee while 33 of those cities' franchise agreements waive these fees for franchised telecom providers.

ADDITIONAL RESOURCES

For more information on telecom, cable and other utility and franchise fees that cities collect, please see the additional tables, which provide detailed information by city.

FRANCHISE FEE SURVEY - 2012

League of Oregon Cities - January 2012

TABLE 1: TELECOMMUNICTIONS FRANCHISE AGREEMENTS

City	Telecommunications Provider	Type of Provider	Fee/Tax Type	Rate	Fee/Tax Revenue		
					FY2010-11	FY2009-10	FY2008-09
Adams	CenturyLink	ILEC	Franchise Fee	7%	$1,285	$1,623	$1,708
Amity	Frontier Communications	ILEC	Franchise Fee	4%	$1,383	$1,740	$1,643
Ashland	CenturyLink	ILEC	Franchise Fee	7%	$105,354	$140,899	$132,652
	Sprint	Long Haul Carrier	Franchise Fee	Not Available	$42,624	$42,788	$41,149
	AT&T	Long Haul Carrier	Per Foot Fee	Greater of $4,620 or $2.88/foot	$4,620	$4,620	$4,620
	Miscellaneous	CLEC	Franchise Fee	Not Available	$1,652	-	$1,435
Astoria	CenturyLink	ILEC	Franchise Fee	7%	$63,864	$72,538	$78,983
Athena	CenturyLink	ILEC	Franchise Fee	7%	$5,026	$5,971	$6,352
	Granite Telecommunications LLC	CLEC	Franchise Fee	7%	-	$55	-
Aumsville	SCS Communications	CLEC	Franchise Fee	7%	$2,337	$2,593	$2,467
	Frontier Communications	CLEC	Franchise Fee	7%	$4,397	$5,857	$6,801
Aurora	CenturyLink	ILEC	Franchise Fee	5%	$4,831	$4,985	$6,472
Baker City	Pacific Northwest Bell	ILEC	Franchise Fee	7%	$57,712	$62,451	$67,071
Bandon	Frontier Communications	ILEC	Franchise Fee	3%	$3,781	$3,477	-
	Comspan	CLEC	Franchise Fee	3%	$7,538	$7,080	$7,417
Banks	Frontier Communications	ILEC	Franchise Fee	7%	$3,711	$6,525	$6,070
Bay City	CenturyLink	ILEC	Franchise Fee	4%	$2,929	$3,207	$3,608
Beaverton	Frontier Communications	ILEC	Franchise Fee	4.03%	$99,685	$122,341	$155,416
	CenturyLink	ILEC	Franchise Fee	5%	$13,819	$16,169	$16,857
	Electric Lightwave	CLEC	Franchise Fee	5%	$99,920	$72,648	$85,981
	Verizon MCI WorldCom Fiber	CLEC	Franchise Fee	4.03%	-	$1,624	$1,624

City	Telecommunications Provider	Type of Provider	Fee/Tax Type	Rate	Fee/Tax Revenue		
					FY2010-11	FY2009-10	FY2008-09
Beaverton	AT&T Fiber	CLEC	Per Foot Fee	$1.00	$2,371	$2,371	$2,371
	Verizon MCI Metro Access	CLEC	Franchise Fee	4.03%	$42,504	$40,788	$35,392
	XO Communications	CLEC	Franchise Fee	4.03%	$7,500	$7,000	$6,500
	Time Warner	CLEC	Franchise Fee	5%	$38,979	$26,317	$21,968
	Above Net Metro Fiber	CLEC	Franchise Fee	4.03%	-	-	$6,000
	Metro Telecom of Oregon	CLEC	Franchise Fee	5.1%	$2,993	$302	$940
	Qwest Temporary Fiber	CLEC	Per Foot Fee	$2.00	-	-	$19,747
	Bulls Eye	CLEC	Franchise Fee	5.1%	$1,044	$283	-
	Inetworks Group	CLEC	Franchise Fee	7%	$182	$684	-
	World Communications	CLEC	Franchise Fee	7%	$1,868	$1,003	-
	Com Tel	CLEC	Franchise Fee	5.1%	$397	-	-
	New Horizon	CLEC	Franchise Fee	5.1%	$258	-	-
	Trans National	CLEC	Franchise Fee	5.1%	$222	-	-
	Mitel Netsolutions	CLEC	Franchise Fee	5.1%	$804	-	-
Bend	CenturyLink	ILEC	Franchise Fee	7%	$294,800	$347,760	$495,080
	Quantum	CLEC	Franchise Fee	7%	$49,270	$49,190	$41,880
Boardman	CenturyLink	ILEC	Franchise Fee	5%	$5,536	$5,258	$5,596
Brookings	Frontier Communications	ILEC	Franchise Fee	3.3%	$11,366	$14,596	$16,303
Brownsville	CenturyLink	ILEC	Franchise Fee	7%	$8,242	$8,199	$8,045
Canby	Canby Telecommunications Association (CTA)	ILEC	Franchise Fee	7%	$44,000	$44,500	$47,056
	WAVE Broadband	CLEC	Franchise Fee	7%	$41,000	$41,703	$45,000
Cannon Beach	CenturyLink	ILEC	Franchise Fee	4%	$13,029	$14,685	$14,904
Clatskanie	Frontier Communications	ILEC	Franchise Fee	7%	$7,226	$8,334	$9,096
Columbia City	CenturyLink	ILEC	Franchise Fee	4%	$2,634	$3,604	$3,845
Coos Bay	Frontier Communications	ILEC	Privilege Tax	7%	$52,639	$67,102	$81,067
	ORCA Communications	CLEC	Franchise Fee	5%	$21,184	$18,559	$16,482
	BullsEye Telecom ME	CLEC	Privilege Tax	7%	$238	-	-
	Birch Communications	CLEC	Privilege Tax	7%	$39	-	-
Coquille	Frontier Communications	ILEC	Franchise Fee	7%	$9,936	$32,201	$14,884
Cornelius	Integra/ELI	CLEC	Franchise Fee/ $2 Per Foot Fee	5%	-	-	-
	Frontier Communications	ILEC	Franchise Fee	5%	$11,269	$15,133	$49,418

City	Telecommunications Provider	Type of Provider	Fee/Tax Type	Rate	Fee/Tax Revenue		
					FY2010-11	FY2009-10	FY2008-09
Corvallis	CenturyLink	ILEC	Franchise Fee	7%	$150,586	$171,191	$251,045
	Electric Lightwave	CLEC	Franchise Fee	7%	$3,842	$3,092	$3,579
	Preferred Long Distance	CLEC	Franchise Fee	7%	$601	$1,112	$1,522
	LS Networks	CLEC	Franchise Fee	7%	$5,447	$4,757	$4,176
	Eschelon Telecom	CLEC	Franchise Fee	7%	$51,132	$50,416	$72
	Comcast IP Phone	CLEC	Franchise Fee	7%	$148,434	$124,662	$92,937
	Transnational Communications	CLEC	Franchise Fee	7%	$57	$219	-
Cottage Grove	Qwest	ILEC	Franchise Fee	7%	$48,588	$55,506	$61,270
Creswell	CenturyLink	ILEC	Franchise Fee	5%	$18,475	$23,334	$16,846
Culver	CenturyLink	ILEC	Franchise Fee	7%	$3,553	$3,826	$4,145
Dallas	CenturyLink	ILEC	Franchise Fee	7%	$82,000	$65,117	$80,755
Damascus[1]	Frontier Communications	ILEC	Franchise Fee	5%	-	-	$23,891
Dayton	Frontier Communications	ILEC	Franchise Fee	7%	$2,945	$12,535	-
Depoe Bay	CenturyLink	ILEC	Franchise Fee	4%	$9,711	$9,717	$9,476
Detroit	Frontier Communications	ILEC	Franchise Fee	5%	$880	$1,323	$1,617
Dufur	Northstate Telephone	ILEC	Franchise Fee	2%	Not Available		
Dundee[2]	Frontier Communications	ILEC	Franchise Fee	7%	$3,051	$16,880	$4,724
Eagle Point	CenturyLink	ILEC	Franchise Fee	7%	$16,836	$17,691	$22,443
Echo	CenturyLink	ILEC	Franchise Fee	7%	$2,553	$2,813	$3,854
Elgin	Frontier Communications	ILEC	Franchise Fee	4%	$5,400	Not Available	Not Available
Estacada	Cascade Utilities Inc.	ILEC	Franchise Fee	7%	$26,738	$22,157	$23,143
Eugene	CenturyLink	ILEC	Franchise Fee Privilege Tax	7% 2%	Not Available		
	Over 120 different CLECs	CLEC	Franchise Fee Privilege Tax	7% 2%	Not Available		
	Long Haul Carriers	CLEC	Per Foot Fee	$4.00	Not Available		
	Private Telecommunication Networks (7)	Long Haul Carrier	Per Foot Fee	$2.00	Not Available		
Fairview	Frontier Communications	ILEC	Privilege Tax	7%	$15,000	$72,295	$15,793

[1] Voters removed the 5% franchise fee from telephone, cable and solid waste in 2008.

[2] In FY2009-10 Verizon paid the city $13,149 for prior returns audit which is included in the amount.

City	Telecommunications Provider	Type of Provider	Fee/Tax Type	Rate	Fee/Tax Revenue		
					FY2010-11	FY2009-10	FY2008-09
Falls City	CenturyLink	ILEC	Franchise Fee	5%	$2,647	$3,169	$3,613
Florence	CenturyLink	ILEC	Franchise Fee	7%	$53,265	$58,923	$64,868
Forest Grove	Frontier Communications	ILEC	Privilege Tax	7%	$31,710	$41,927	$54,557
	Electric Lightwave (New)	CLEC	Franchise Fee	5%	-	-	-
Fossil	CenturyLink	ILEC	Franchise Fee	4%	$2,321	$2,396	$2,436
Gates	Frontier Communications	ILEC	Franchise Fee	7%	$514	$425	-
Gervais	Gervais Telephone Company	ILEC	Franchise Fee	4%	$3,933	$3,671	$3,127
Grants Pass	CenturyLink	ILEC	Privilege Tax	7%	$138,778	$157,444	$199,527
	Contel Telecom	CLEC	Privilege Tax	7%	$1,204	-	-
	Preferred Long Distance	CLEC	Privilege Tax	7%	$1,134	$3,396	$3,414
	Hunter Communications	CLEC	Privilege Tax	7%	$1,785	$1,884	-
	LS Networks	CLEC	Privilege Tax	7%	$22,532	$16,738	$12,181
	BullsEye Telecom Inc.	CLEC	Privilege Tax	7%	$171	$54	-
Halfway	Pine Telephone Systems, Inc.	ILEC	Franchise Fee	4%	$1,267	$1,321	$1,386
Halsey	Roome Telecommunications	ILEC	Franchise Fee	5%	$2,381	$2,605	$2,835
Happy Valley	Frontier Communications	ILEC	Franchise Fee	7%	$10,466	$11,355	$15,269
	CenturyLink	ILEC	Franchise Fee	7%	$9,879	$11,296	$15,881
	Preferred Long Distance	ILEC	Franchise Fee	7%	$69	$49	-
Harrisburg[3]	CenturyLink	ILEC	Franchise Fee	7%	$8,500	$10,577	$12,724
	AT&T	ILEC	Per Foot Fee	$4.65	$9,000	$9,414	$8,965
Hermiston	CenturyLink	ILEC	Franchise Fee	5%	$36,092	$41,635	$54,981
	Eastern Oregon Telecom	ILEC	Franchise Fee	3%	$4,088	$7,280	$7,703
	Morrow Development Corporation	CLEC	Franchise Fee	3%	$571	$414	$423
	EZ Wireless	CLEC	Franchise Fee	3%	-	$10	$10
	M2 Machmedia	CLEC	Franchise Fee	3%	-	-	-

[3] The per foot fee was $4.22 in FY2008-09 and $4.43 in FY2009-10.

City	Telecommunications Provider	Type of Provider	Fee/Tax Type	Rate	Fee/Tax Revenue		
					FY2010-11	FY2009-10	FY2008-09
Hillsboro	Frontier Communications	ILEC	Franchise Fee	7%	$186,386	$231,287	$291,287
	AboveNet Communications	CLEC	Franchise Fee	$1,000 or 3.5%	$4,307	$4,000	$1,000
	Alaska Communications System	Long Haul Carrier	Franchise Fee	$1,000 or 3.5%	$4,000	$5,000	$5,000
	Integra Telecommunications	CLEC	Franchise Fee	$1,000 or 3.5%	$26,704	$39,940	$43,353
	Level 3 Communications	CLEC	Franchise Fee	$1,000 or 3.5%	$4,000	$4,000	$4,000
	CenturyLink	CLEC	Franchise Fee	$1,000 or 3.5%	$4,000	$6,000	$0
	TATA Communications	Long Haul Carrier	Franchise Fee	$1,000 or 3.5%	$4,000	$4,000	$8,000
	TW Telecom	CLEC	Franchise Fee	$1,000 or 3.5%	$17,527	$31,835	$16,088
	MCI Communications	CLEC	Franchise Fee	$1,000 or 3.5%	$16,603	$10,573	$39,426
	XO Communications	CLEC	Franchise Fee	$1,000 or 3.5%	$4,000	-	-
Hines	CenturyLink	ILEC	Franchise Fee	7%	$5,742	$6,012	$4,560
Hood River[4]	CenturyLink	ILEC	Franchise Fee	7%	$41,778	$37,697	$29,614
Hubbard	CenturyLink	ILEC	Franchise Fee	Not Available	$7,885	$9,694	$11,372
	T-Mobile	ILEC	Franchise Fee	Not Available	$6,153	$5,594	$5,085
Imbler	Frontier Communications	CLEC	Franchise Fee	3%	$440	-	-
Independence[5,6]	CenturyLink	ILEC	Franchise Fee	7%	$16,194	$19,424	$23,259
	US Sprint (Nextel)	Long Haul Carrier	Flat Rate	$13,425 + CPI-W annually	$16,947	$51,709	-
Island City	LightSpeed Networks Inc.	CLEC	Franchise Fee	7%	Not Available		
Jacksonville	CenturyLink	ILEC	Franchise Fee	5%	$11,385	$13,031	$14,692
Jefferson	CenturyLink	ILEC	Franchise Fee	7%	$8,728	$10,644	$13,037
John Day	CenturyLink	ILEC	Franchise Fee	7%	$15,832	$20,182	$17,115
Johnson City	CenturyLink	ILEC	Franchise Fee	4.3%	$620	$754	$1,013
Jordan Valley	Oregon Idaho Utilities	ILEC	Franchise Fee	4%	$1,400	$1,044	$1,800
Joseph	Frontier Communications	ILEC	Franchise Fee	7%	$7,208	$11,436	$8,738

[4] Hood River's franchise fee rate increased from 4% to 7% effective Jan. 1, 2010.

[5] FY2008-09 the city received a settlement payment of $2,631.86 from Qwest (now CenturyLink) which is not included in the total.

[6] FY2009-10 includes prior years' payments of $34,762.10 from US Sprint (Nextel).

City	Telecommunications Provider	Type of Provider	Fee/Tax Type	Rate	Fee/Tax Revenue		
					FY2010-11	FY2009-10	FY2008-09
Junction City	CenturyLink	ILEC	Franchise Fee	7%	$20,483	$23,812	$27,966
	Preferred Long Distance	CLEC	Franchise Fee	7%	$69	$55	$56
	Frontier Communications	CLEC	Franchise Fee	7%	$8,378	$7,500	$7,500
Keizer	CenturyLink	ILEC	Franchise Fee	7%	$75,828	$90,944	$114,260
	Preferred Long Distance	CLEC	Franchise Fee	7%	$120	$330	$230
Klamath Falls	Cal-Ore Telecommunication	CLEC	Franchise Fee	7%	$14,323	$1,063	-
	CenturyLink	ILEC	Franchise Fee	7%	$89,341	$106,937	$134,771
	Hunter Communications	CLEC	Franchise Fee	7%	$4,274	$1,541	-
	Lightspeed Networks, dba LS Networks	CLEC	Franchise Fee	7%	$32,867	$14,101	$18,329
	Charter Communications	CLEC	Franchise Fee	5%	$1,773	$2,098	$2,494
Lafayette	Sprint	Long Haul Carrier	Per Foot Fee	$1.00 + CPI	$6,537	$6,537	$7,937
	Frontier Communications	ILEC	Franchise Fee	7%	$2,451	$2,866	$3,565
Lakeview	CenturyLink	ILEC	Franchise Fee	7%	$22,687	$23,193	$24,884
Lebanon	CenturyLink	ILEC	Franchise Fee	7%	$53,159	$55,356	$61,982
Lincoln City	CenturyLink	ILEC	Privilege Tax	7%	$52,198	$54,607	$91,726
	Coastcom	CLEC	Franchise Fee	5%	$4,496	$3,187	$790
Lowell	CenturyLink	ILEC	Franchise Fee	7%	$3,600	$4,005	$4,611
Lyons	Stayton Cooperative Telephone Company (SCTC)	ILEC	Franchise Fee	4%	$2,838	$2,830	$2,973
Madras	CenturyLink	ILEC	Franchise Fee	7%	$29,613	$31,998	$35,860
	Bend Broadband (New)	CLEC	Franchise Fee	7%	-	-	-
	Quantum	CLEC	Franchise Fee	7%	$731	$700	$700
Malin	CenturyLink	ILEC	Franchise Fee	4%	$1,739	$1,721	$1,885
Manzanita	RTI-Nehalem Telecom	ILEC	Franchise Fee	3%	$6,857	$7,212	$6,266
Maupin[7]	CenturyLink	ILEC	Franchise Fee	5%	$3,188	$3,384	$3,334
	WiTel Communications	Long Haul Carrier	Per Foot Fee	$3.6407	$62,687	$61,578	$61,504
McMinnville	Frontier Communications	ILEC	Franchise Fee	7%	$56,261	$153,312	$90,475
Metolius	CenturyLink	ILEC	Franchise Fee	7%	$1,664	$1,841	$2,143
Milwaukie	CenturyLink	ILEC	Franchise Fee	7%	$83,137	$142,443	$165,130

[7] The per foot fee was $3.5721 in FY2008-09 and $3.5763 in FY2009-10.

City	Telecommunications Provider	Type of Provider	Fee/Tax Type	Rate	Fee/Tax Revenue		
					FY2010-11	FY2009-10	FY2008-09
Monmouth	MINET	CLEC	Franchise Fee	5% TV 7% Phone	$52,822	$52,343	$46,995
	CenturyLink	ILEC	Franchise Fee	7%	$8,623	$15,767	$19,186
Myrtle Creek	Frontier Communications	ILEC	Franchise Fee	7%	$33,253	$35,446	$37,248
	Sprint Nextel	Long Haul Carrier	Franchise Fee	$5,940 + CPI	$11,526	$11,363	$11,363
	Frontier Communications	Long Haul Carrier	Per Foot Fee	$1/ft. + CPI-W	$13,602	$13,130	$11,939
	AT&T	Long Haul Carrier	Per Foot Fee	$1/linear ft.	$10,937	$10,937	$10,937
Myrtle Point[8]	Frontier Communications	ILEC	Franchise Fee	5%	$3,985	$11,318	$6,159
Nehalem	RTI-Nehalem Telecom	ILEC	Franchise Fee	4%	$2,090	$2,083	$1,804
Newberg	Frontier Communications	ILEC	Franchise Fee	7%	$40,301	$56,718	$72,524
North Bend[9]	Frontier Communications	ILEC	Franchise Fee	6%	$25,592	$31,319	$37,960
	Birch Communications	CLEC	Franchise Fee	6%	$214	-	-
	ORCA	CLEC	Franchise Fee	5%	$2,491	$2,108	$1,960
North Plains[10]	CenturyLink	ILEC	Franchise Fee	7%	$7,106	$16,312	$7,964
			Privilege Tax	5%	$617	$382	$820
	Comcast	CLEC	Privilege Tax	5%	$5,121	$4,168	$3,716
	Other phone providers (Preferred Long Distance, Accessline Communications, XO Communications)	CLEC	Privilege Tax	5%	$991	$1,688	$994
North Powder	CenturyLink	ILEC	Franchise Fee	7%	$1,802	$2,017	$2,331
Oakridge	CenturyLink	ILEC	Franchise Fee	7%	$16,273	$15,587	$9,903
Ontario	CenturyLink	ILEC	Franchise Fee	7%	$65,000	Not Available	Not Available

[8] FY2009-10 revenue includes privilege audit payment of $6,051.

[9] In 2009 the city received a settlement check from Frontier Communications of $24,094 which is not included in these figures.

[10] In FY2008-09 the city received a settlement check of $1,872.64, which is not included in these figures.

City	Telecommunications Provider	Type of Provider	Fee/Tax Type	Rate	Fee/Tax Revenue		
					FY2010-11	FY2009-10	FY2008-09
Oregon City[11]	Beavercreek Cooperative Telephone Company	CLEC	Franchise Fee	7%	$3,265	$261	$272
	Qwest Communications Company (QCC)	ILEC	Per Foot Fee	$2.75	-	-	-
	CenturyLink	ILEC	Franchise Fee	7%	$92,642	$133,241	$145,591
	Level 3 Communications LLC	Long Haul Carrier	Per Foot Fee	$2.75	$2,585	$17,465	$17,465
	Electric Lightwave LLC (Integra) (New)	CLEC	Franchise Fee	Greater of 5% or minimum annual fee	-	-	-
	TCG Joint Venture Holdings Inc. dba TCG Oregon (New)	CLEC	Franchise Fee	Greater 5% or $2.75 per ft.	-	-	-
	TW telecom of Oregon LLC (New)	CLEC	Franchise Fee	Greater of 5% or minimum annual fee	-	-	-
Philomath	Pioneer Telephone	ILEC	Franchise Fee	7%	$18,063	$20,556	$23,733
Phoenix	CenturyLink	ILEC	Franchise Fee	7%	$15,415	$18,390	Not Available
	Preferred Long Distance C/O Billsoft Services	CLEC	Franchise Fee	7%	$286	$339	Not Available
	Comtel Telcom Assets	CLEC	Franchise Fee	7%	$168	$197	Not Available
Portland	Level 3	CLEC	Franchise Fee	5%	$10,155	$9,440	Not Available
	XO	CLEC	Franchise Fee	5%	$429,483	$2,828,338	Not Available
	TW Telecom	CLEC	Franchise Fee	5%	$608,791	$1,194,064	Not Available
	Integrated Regional Network Enterprise (IRNE)	CLEC	Franchise Fee	5%	$28,021	$26,980	Not Available
	AboveNet	CLEC	Franchise Fee	5%	$17,994	$14,000	Not Available
	TCG	CLEC	Franchise Fee	5%	$244,022	$266,413	Not Available
	ELI	CLEC	Franchise Fee	5%	$763,302	$768,801	Not Available
	MCI Metro	CLEC	Franchise Fee	5%	$373,885	$127,313	Not Available

[11] The per foot fee for QCC and Level 3 Communications was increased from $1.50 to $2.75 on Nov. 2, 2011.

City	Telecommunications Provider	Type of Provider	Fee/Tax Type	Rate	Fee/Tax Revenue		
					FY2010-11	FY2009-10	FY2008-09
Portland	McLeod USA	CLEC	Franchise Fee	5%	$76,148	$1,646,751	Not Available
	OnFiber	CLEC	Franchise Fee	5%	$20,000	$19,000	Not Available
	360 Networks	CLEC	Franchise Fee	5%	$151,726	$87,839	Not Available
	Comcast IP Phone	CLEC	Franchise Fee	5%	$1,208,809	$1,062,365	Not Available
	VSNL	Point to Point	Per Foot Fee	$3.05	$143,034	$80,810	Not Available
	AT&T Long Distance	Point to Point	Per Foot Fee	$3.10	$247,287	$244,718	Not Available
	NW Metal Fab	Telecom Conduit	Franchise Fee	5%	$15,000	$14,000	Not Available
	FSH Communications Long Distance	Public Phone Booth	Franchise Fee	25%	$986	$2,674	Not Available
	Broadwing Communications	Point to Point	Per Foot Fee	$2.97	$13,133	$12,000	Not Available
	FTV Communications	Point to Point	Per Foot Fee	$2.86	-	-	Not Available
	Qwest Communications	Point to Point	Per Foot Fee	$2.85	$42,375	$41,613	Not Available
	Sprint Communications	Point to Point	Per Foot Fee	$2.99	$201,179	$197,604	Not Available
	WCI Cable	Point to Point	Per Foot Fee	$2.95	$103,960	$103,105	Not Available
	WilTel	Point to Point	Per Foot Fee	$2.97	-	-	Not Available
	MCI Communications	Point to Point	Per Foot Fee	$2.41	$373,885	-	Not Available
	Communication Mgmt Services	Public Phone Booth	Franchise Fee	15%	$469	$945	Not Available
	FSH Communications	Public Phone Booth	Franchise Fee	15%	$5,304	$7,538	Not Available
	CenturyLink	ILEC	Franchise Fee	7%	$2,014,140	$2,257,102	Not Available
	Frontier Communications	ILEC	Franchise Fee	7%	$3,803	$2,448	Not Available
Rainier	AT&T	ILEC	Franchise Fee	7%	$12,298	Not Available	Not Available
Redmond	CenturyLink	ILEC	Franchise Fee	7%	$90,767	$98,692	$132,768
	Quantum Communications LLC	CLEC	Franchise Fee	7%	$16,763	$17,239	$18,922
	FTV Communications	CLEC	Per Foot Fee	$1.33 + CPI	$32,868	$32,299	$31,861
	Other Telecom Companies	ILEC	Franchise Fee	7%	$1,280	$1,944	$1,743
Reedsport	Frontier Communications	ILEC	Franchise Fee	7%	$7,021	$10,575	$9,880
Riddle	Frontier Communications	ILEC	Franchise Fee	7%	$8,677	Not Available	Not Available
Rivergrove	Frontier Communications	ILEC	Franchise Fee	Not Available	-	$353	$459
Rogue River	CenturyLink	ILEC	Franchise Fee	5%	$8,870	$11,810	$12,748

City	Telecommunications Provider	Type of Provider	Fee/Tax Type	Rate	Fee/Tax Revenue		
					FY2010-11	FY2009-10	FY2008-09
Roseburg[12, 13]	CenturyLink	ILEC	Franchise Fee	7%	$112,504	$142,630	$172,377
	Sprint	CLEC	Per Foot Fee	$2.00	$11,878	$11,878	$10,238
	ACN Communications Services	CLEC	Franchise Fee	5%	$1,277	-	-
	Americatel Corporation	CLEC	Franchise Fee	5%	-	$57	-
	AT&T Communication of the PNW	CLEC	Franchise Fee	5%	$42,342	$61,587	-
	AT&T Mobility	CLEC	Franchise Fee	5%	-	-$622	$622
	AT&T TCG	CLEC	Franchise Fee	5%	$602	$306	-
	BullsEye Telecom Inc.	CLEC	Franchise Fee	5%	$440	$455	-
	Charter-Fiberlink	CLEC	Franchise Fee	5%	$71,209	$77,165	-
	Comspan	CLEC	Franchise Fee	5%	$22,898	$48,939	$37,979
	Comtel Telcom	CLEC	Franchise Fee	5%	$519	-	-
	Cordia Communication	CLEC	Franchise Fee	5%	$57	-	-
	Douglas Services	CLEC	Franchise Fee	5%	$38,609	$43,098	$48,044
	First Communications LLC	CLEC	Franchise Fee	5%	$40	$77	$44
	Global Crossing Telecommunications	CLEC	Franchise Fee	5%	$822	$1,178	-
	Granite Telecommunications LLC	CLEC	Franchise Fee	5%	$4,783	$4,820	-
	Group 6	CLEC	Franchise Fee	5%	$769	-	-
	IBM Global Network Services	CLEC	Franchise Fee	5%	$13	-	-
	HELIO LLC	CLEC	Franchise Fee	5%	-	-$103	$103
	Mcleod USA Telcomm	CLEC	Franchise Fee	5%	$237	$636	-
	Northstar Telecom Inc.	CLEC	Franchise Fee	5%	$76	-	-
	Preferred Long Distance	CLEC	Franchise Fee	5%	$570	$482	$159
	Quantum Shift/V Com	CLEC	Franchise Fee	5%	$414	$202	-
	Reliance Communications	CLEC	Franchise Fee	5%	$81	-	-

[12] The per foot fee was increased to $2.00 effective Sept. 1, 2011 prior to that it was $0.594.

[13] AT&T Mobility and HELIO LLC were credited their payment because they weren't providing service within the city limits of Roseburg thus they did not have to comply with city ordinance.

City	Telecommunications Provider	Type of Provider	Fee/Tax Type	Rate	Fee/Tax Revenue		
					FY2010-11	FY2009-10	FY2008-09
Roseburg	Trans National Communications	CLEC	Franchise Fee	5%	$109	-	-
	UIDC dba Rio	CLEC	Franchise Fee	5%	$32,197	$17,470	-
	Value Added Communication	CLEC	Franchise Fee	5%	$2,171	-	-
Salem	ACN Communications Services Inc.	CLEC	Privilege Tax	7%	$3,575	-	-
	Advanced Telcom	CLEC	Franchise Fee	7%	$33,691	$44,412	$32,575
	Bullseye Telecom	CLEC	Privilege Tax	7%	$1,556	$1,475	-
	Clearwire LLC	Wireless	Franchise Fee	Per Attachment	$120,932	$60,000	-
	Comcast IP Phone of Oregon LLC	CLEC	Privilege Tax	7%	$24	-	-
	Comtel Telcom Assets LP	CLEC	Privilege Tax	7%	$65	$396	$865
	Convergia Inc.	CLEC	Privilege Tax	7%	$8	-	-
	Covad Communications Company	CLEC	Privilege Tax	7%	$504	-	-
	Electric Lightwave	CLEC	Franchise Fee	7%	$16,987	$12,103	$13,764
	Eschelon Telecom Of Oregon Inc.	CLEC	Privilege Tax	7%	$23,650	-	-
	First Communication LLC	CLEC	Privilege Tax	7%	$237	-	-
	FSH Communication LLC	CLEC	Privilege Tax	7%	$21	-	-
	Global Crossing	CLEC	Privilege Tax	7%	$2,298	-	-
	Granite Telecommunication LLC	CLEC	Privilege Tax	7%	-	$8,647	-
	iNetworks Group Inc.	CLEC	Privilege Tax	7%	$262	$684	-
	Integra Telecom of Oregon Inc.	CLEC	Privilege Tax	7%	$75,033	-	-
	IP Networked Services	CLEC	Privilege Tax	7%	$169	-	-
	IXC Holdings Inc.	CLEC	Privilege Tax	7%	$107	-	-
	Level 3 Communications LLC	Long Haul Carrier	Per Foot Fee	$2.00	$12,866	$15,241	$15,088
	LS Networks	CLEC	Franchise Fee	7%	$49,602	$47,760	$37,911

City	Telecommunications Provider	Type of Provider	Fee/Tax Type	Rate	Fee/Tax Revenue		
					FY2010-11	FY2009-10	FY2008-09
Salem[14]	Masergy Communications Inc.	CLEC	Privilege Tax	7%	$154	-	-
	Mitel Netsolutions Inc.	CLEC	Privilege Tax	7%	$303	-	-
	Oregon Telcom Inc.	CLEC	Privilege Tax	7%	$38,435	-	-
	Preferred Long Distance Inc.	CLEC	Privilege Tax	7%	$2,577	$3,404	$2,330
	Qwest	ILEC	Franchise Fee	7%	$487,305	$564,129	$788,160
	Qwest Communications Company LLC	ILEC	Franchise Fee	7%	$20,223	-	-
	Sprint	Long Haul Carrier	Per Foot Fee	$3.50	$40,056	$40,056	$40,056
	Salem Hospital	Other	Per Foot Fee	Annual Minimum	$6,200	$6,200	$6,200
	Shared Communications Services Inc.	CLEC	Privilege Tax	7%	$13,928	-	-
	State of Oregon-Metropolitan Area	Other	Franchise Fee	7%	$93,474	$89,239	$76,507
	T-Mobile	Wireless	Franchise Fee	Per Attachment	$31,813	$28,077	$41,803
	TCG Oregon	CLEC	Privilege Tax	7%	$8,414	-	-
	Trans National Communications	CLEC	Privilege Tax	7%	$211	-	-
	United Communications Inc.	CLEC	Privilege Tax	7%	$1,184	-	-
	Willamette University	Other	Per Foot Fee	Annual Minimum	$6,200	$6,200	$6,200
	World Communication Inc.	CLEC	Privilege Tax	7%	$306	-	-
Sandy	Frontier Communications	ILEC	Franchise Fee	7%	$23,984	$84,798	$37,823
Seaside	CenturyLink	ILEC	Franchise Fee	7%	$44,171	$49,489	$55,269
Shady Cove	CenturyLink	ILEC	Franchise Fee	7%	$10,653	$16,086	$13,932
Sheridan	CenturyLink	ILEC	Franchise Fee	7%	$15,139	$16,974	$18,145
Sherwood	Frontier Communications	ILEC	Privilege Tax	7%	$21,538	$91,995	$38,789
	Comcast	ILEC	Franchise Fee	7%	$34,751	$17,881	-
	Other	ILEC	Franchise Fee	7%	$759	-	-
Siletz	CenturyLink	ILEC	Franchise Fee	4.5%	$7,000	Not Available	Not Available
Silverton	Frontier Communications	ILEC	Privilege Tax	4%	$11,666	$14,294	$16,945

[14] The per foot fee for Sprint increased to $3.50 in FY2010-11 from $3.44.

City	Telecommunications Provider	Type of Provider	Fee/Tax Type	Rate	Fee/Tax Revenue		
					FY2010-11	FY2009-10	FY2008-09
Sisters	CenturyLink	ILEC	Franchise Fee	5%	$18,218	$21,632	$27,517
Sodaville	CenturyLink	ILEC	Franchise Fee	8%	$684	Not Available	Not Available
Springfield	CenturyLink	ILEC	Franchise Fee	7%	$255,612	$276,463	$381,149
	Sprint	Long Haul Carrier	Per Foot Fee	$1.50	-	-	-
	Advanced Telecom. Group (ATG)	CLEC	ROW Fee	5%	$5,353	$3,305	$819
	ACN	CLEC	ROW Fee	5%	$955	-	-
	MITEL NetSolutions	CLEC	ROW Fee	5%	$975	-	-
	Global Crossings	CLEC	ROW Fee	5%	$713	-	-
	Comcast Digital Voice	CLEC	ROW Fee	5%	$106,506	$97,067	$74,456
	Comcast of Oregon II	CLEC	Backhaul	5%	-	-	-
St. Helens	CenturyLink	ILEC	Privilege Tax	5%	$38,038	$45,036	$62,628
	Preferred Long Distance (Birch Communications, Comtel Telcom, FSH Communications)	CLEC	Privilege Tax	5%	$941	$844	$811
Stayton	Stayton Cooperative Telephone Company (SCTC)	ILEC	Franchise Fee	7%	$38,327	$44,753	$44,563
	Wave Broadband	CLEC	Franchise Fee	0	-	-	-
Sutherlin	CenturyLink	ILEC	Franchise Fee	7%	$31,666	$36,837	$42,237
	Sprint	ILEC	Franchise Fee	Fixed Amount	$15,265	$15,725	$14,048
Sweet Home	CenturyLink	ILEC	Franchise Fee	7%	$28,110	$27,396	$30,805
Tangent	Qwest	ILEC	Franchise Fee	5%	$4,839	$5,483	$6,463
The Dalles	Sprint	ILEC	Franchise Fee	7%	$65,844	$74,202	$82,075
	Electric Lightwave	ILEC	Franchise Fee	7%	$10	$28	$140
Tigard	AT&T	CLEC	Franchise Fee	5%	$75,279	$64,457	$86,324
	Broadwing Communications LLC	CLEC	Franchise Fee	5%	$745	$1,006	$819
	BT Americas	CLEC	Franchise Fee	5%	$35	-	-
	Comcast IP Phone II LLC	CLEC	Franchise Fee	5%	$1	-	-
	Cricket Communications Inc.	CLEC	Franchise Fee	5%	-	-	-
	First Communications LLC	CLEC	Franchise Fee	5%	$44	$51	$72

City	Telecommunications Provider	Type of Provider	Fee/Tax Type	Rate	Fee/Tax Revenue		
					FY2010-11	FY2009-10	FY2008-09
Tigard	Frontier Communications	ILEC	Franchise Fee	5%	$90,539	$201,806	$144,459
	Global Crossing Telecommunications Inc.	CLEC	Franchise Fee	5%	$1,376	$2,321	$1,680
	Integra Telecom Inc.	CLEC	Franchise Fee	5%	$86,395	$96,872	$148,678
	Masergy Communications Inc.	Long Haul Carrier	Franchise Fee	5%	$855	$533	$640
	McLeod	CLEC	Franchise Fee	5%	$1,503	$420	$223
	New Edge Network Inc.	CLEC	Franchise Fee	5%	$306	$280	$186
	Preferred Long Distance Inc.	CLEC	Franchise Fee	5%	$42	$39	$15
	CenturyLink	ILEC	Franchise Fee	5%	$45,568	$44,633	$52,288
	Time Warner Telecom of Oregon LLC	CLEC	Franchise Fee	5%	$61,393	$37,855	$31,056
	Trans National Communications Intl Inc.	CLEC	Franchise Fee	5%	$53	-	-
	Voitel Telecommunications Inc.	CLEC	Franchise Fee	5%	$28	$25	$25
	Working Assets Inc.	CLEC	Franchise Fee	5%	$263	$384	$520
	XO Communications Services Inc.	CLEC	Franchise Fee	5%	$12,532	$10,934	$12,485
	Zone Telecom Inc.	CLEC	Franchise Fee	5%	$4	$10	$10
Toledo	Coastcom	Long Haul	Franchise Fee	5%	$201	$759	$1,188
	CenturyLink	ILEC	Franchise Fee	6%	-	$6,382	$7,233
Troutdale	Frontier Communications	ILEC	Franchise Fee	7%	$19,103	$26,332	$35,437
Tualatin[15]	Frontier Communications	ILEC	Franchise Fee	7%	$76,650	$94,788	$120,026
	CenturyLink	ILEC	Franchise Fee	7%	$1,460	$2,129	$2,581
	Integra Telecom	CLEC	Franchise Fee	5%	$16,159	$16,114	$16,316
Turner	Frontier Communications	ILEC	Franchise Fee	6%	$3,923	$16,420	-
Umatilla	CenturyLink	ILEC	Franchise Fee	7%	$15,934	$17,699	$20,482
Vale	CenturyLink	ILEC	Franchise Fee	7%	$9,831	$12,459	$10,754

[15] Franchise fee for Frontier Communications increased from 4% to 7% in FY2008-09.

City	Telecommunications Provider	Type of Provider	Fee/Tax Type	Rate	Fee/Tax Revenue		
					FY2010-11	FY2009-10	FY2008-09
Veneta	CenturyLink	ILEC	Franchise Fee	7%	$18,249	$19,361	$46,238
	CenturyLink	ILEC	Per Foot Fee	Collected by LCOG	$62,073	$73,068	$22,048
Vernonia	Frontier Communications	ILEC	Franchise Fee	6%	$5,170	$6,004	$8,500
Warrenton	CenturyLink	ILEC	Franchise Fee	7%	$26,330	Not Available	Not Available
Waterloo[16]	CenturyLink	ILEC	Franchise Fee	7%	$698	$597	$568
West Linn	CenturyLink	ILEC	Franchise Fee	7%	$64,400	$77,370	$97,486
Weston	CenturyLink	ILEC	Franchise Fee	4%	Not Available	$1,523	$2,133
Willamina	CenturyLink	ILEC	Privilege Tax	7%	$5,796	$6,492	$6,920
Wilsonville	Frontier Communications	ILEC	Privilege Tax	7%	$93,961	$160,150	$102,633
	Electric Lightwave/Integra	CLEC	Privilege Tax	7%	$24,662	$25,714	$30,566
Winston	CenturyLink	ILEC	Franchise Fee	7%	$14,465	$18,315	$21,925
	Douglas Fast Next	CLEC	Franchise Fee	5%	$810	-	-
Wood Village	Verizon	ILEC	Franchise Fee	7%	$5,649	$15,180	$9,432
Woodburn	CenturyLink	ILEC	Franchise Fee	7%	$74,668	$87,453	$86,873
	Gervais Telephone Company	CLEC	Franchise Fee	7%	$20,834	$24,698	$19,033
Yachats	Pioneer Telephone Cooperative	ILEC	Franchise Fee	4%	$4,802	$5,006	$5,329
Yoncalla	CenturyLink	ILEC	Franchise Fee	5%	$2,878	$3,049	$3,674
	DougFast	ILEC	Franchise Fee	5%	$865	-	-

[16] In FY2008-09 the franchise fee rate was 6% and increased to 7% in FY2009-10.

TABLE 2: CELLULAR TOWERS

City	Number of cell towers within city limits	Towers on city property	Monthly lease rate	Does the city charge for wireless attachments on utility poles in the ROW? If yes, collection method and amount if available.
Ashland	Unknown	No	N/A	Yes, monthly fee
Astoria	7	No	N/A	No
Aumsville	4	Yes	$300, $1,008, $1,092 & $1,138	No
Aurora	2	Yes	$841.32 & $900.94	No
Bandon	2 outside city limits but on city owned property	Yes	$848.58 & $625.57	Yes, but there are none
Beaverton	Unknown	Yes	Site 1: $997, Site 2: $532 & Site 3: $502	No
Bend	27	Yes	Airport property: $900 & $1,050/water department property: $1,082, $1,442, $1,635 & $1,646	No
Boardman	4	Yes	$9,600 annually	No
Cannon Beach	2	Yes	$1,120 and $770	No
Coos Bay	3	No	N/A	No
Coquille	1	No	N/A	No
Cornelius	2	Yes	$1,160	No
Corvallis	Unknown	Yes	Varies	No
Cottage Grove	1	Yes	Base rent: $900 plus $200 per co-location, max. of 4	No
Creswell	1	No	N/A	No
Dallas	1	No	N/A	No
Depoe Bay	3	No	N/A	No
Detroit	1	No	N/A	No
Dufur	1 outside city limits but on city owned property	Yes	$716.43	No
Eagle Point	1	No	N/A	No
Elgin	1	No	N/A	No

City	Number of cell towers within city limits	Towers on city property	Monthly lease rate	Does the city charge for wireless attachments on utility poles in the ROW? If yes, collection method and amount if available.
Eugene	150	Yes	$2,000 average	Yes, Eugene charges a pole rental fee if they are using a city-owned pole, like a street light. But right-of-way (ROW) fees are waived if they co-locate on an existing pole in the ROW. If using city property, the city would contract just as they would for land and charge a pole rental fee; which is an annual flat rate, with a CPI increase.
Fairview	3	Yes	$1,397 & $1,311	No
Florence	1	Yes	$400	No
Forest Grove	2	No	N/A	Yes, pole rental - city electric utility
Grants Pass	103	No	N/A	Yes, 7% privilege tax for telecom facilities in ROW
Halsey	1	Yes	$1,265	No
Happy Valley	1	Yes	$600	No
Harrisburg	2	No	N/A	No
Hermiston	3	No	N/A	No
Hillsboro	29	Yes	Varies, typically between $500-$2,500	No
Hood River	5	Yes	$150,000 for 10 years	No
Hubbard	2	Yes	$598.95	No
Independence	1	Yes	$1,200	No
Island City	2	No	N/A	No
Jefferson	1 outside city limits	Yes	$1,125	No
John Day	2	Yes	City exchanges monthly lease rate for a reduced rate for Internet service through the local ESD	No
Jordan Valley	1	No	N/A	Unknown

City	Number of cell towers within city limits	Towers on city property	Monthly lease rate	Does the city charge for wireless attachments on utility poles in the ROW? If yes, collection method and amount if available.
Junction City	Unknown	Yes	$1,159	No
Keizer	Unknown	Yes	$785	Unknown
La Grande	2	Yes	$900	No
Lebanon	Unknown	Yes	$450	No
Lincoln City	2	Yes	$0	No
McMinnville	5	Yes	$0 (belongs to the city)	Yes
Milwaukie	3	No	N/A	No
Monmouth	2	Yes	$750	No
Newberg	5	No	N/A	No
North Bend	4-5 (approx.)	Yes	$100	No
North Plains	1	No	N/A	No
North Powder	1	Yes	City receives free Internet service	No
Oakridge	1	Yes	$804 & $1,957	No
Oregon City	Unknown	Yes	$25,200 per year with a 4% annual increase provision	No
Portland	800 (approx.)	Yes	Varies	Yes, $5,000 annually
Redmond	1	Yes	$759.68	No
Roseburg	5	Yes	$16,882.63 & $4,838.10	No
Salem	Unknown	Yes	$2,200 - $4,120 per month (varies by number of antennas and ground space rented)	Yes, $5,200 annually
Shady Cove	1	No	N/A	No
Sherwood	2	Yes	Four annual leases at the two sites for a total of $35,400 annually	No
Silverton	1	Yes	$750	No
Sisters	2	Yes	$1,500	Yes, $500 per attachment
Spray	1	No	N/A	No

City	Number of cell towers within city limits	Towers on city property	Monthly lease rate	Does the city charge for wireless attachments on utility poles in the ROW? If yes, collection method and amount if available.
Springfield	15	Yes	$1,500	No
Stayton	3	Yes	$1,229 & $1,049	No
The Dalles	4	No	N/A	No
Tigard	Unknown	Yes	Unknown	No
Toledo	1	Yes	$648	No
Troutdale	2+	Yes	2 annual lease payments totaling $28,512	No
Tualatin	Unknown	Yes	$4,220	No
Turner	2	Yes	$1,351	No
Umatilla	2	Yes	$1,934	No
Veneta	2	Yes	$1,500 & $1,242	No
Vernonia	1	Yes	$554	No
Wallowa	1	Yes	$200	No
Warrenton	2	Yes	$481	No
West Linn	4	Yes	$500	Yes, monthly fee
Wilsonville	2	Yes	$968	No
Wood Village	0	Yes (City owned facility in Troutdale)	$1,688	No
Woodburn	3	Yes	$1,000	Yes, lease agreements currently only cell antennas on water tower.

TABLE 3: CABLE FRANCHISE/LICENSE FEE RATES AND REVENUE

City	Cable Provider	Fee/Tax Rate	Fee/Tax Revenue		
			FY2010-11	FY2009-10	FY2008-09
Amity	Comcast Cable	5%	$11,410	$10,307	$9,502
Ashland	Charter Communications	5%	$132,039	$134,386	$131,843
	Ashland Homet Net	Exp. Basic=$2.52/account Basic=$1/account	$45,770	$50,861	$26,503
Astoria	Charter Communications	5%	$94,844	$91,956	$88,510
Aumsville	WAVE Broadband	5% Franchise Fee 2% Admin. Fee	$27,995	$25,570	$23,254
Aurora	WAVE Broadband	5%	$5,591	$5,418	$4,793
Baker City	Charter Communications	5%	$38,262	$43,485	$48,993
Bandon	Charter Communications	5%	$17,512	$15,851	$19,271
	Comspan	5%	$5,227	$6,648	$8,677
Banks	Comcast Cable	5%	$10,811	$10,588	$6,070
Bay City	Charter Communications	5%	$8,780	$8,505	$8,176
Beaverton[1]	Comcast Cable	5%	$866,169	$866,088	$729,939
Bend	Bend Cable Communications	5%	$830,040	$813,550	$813,490
Boardman	Almega Cable	3%	-	$645	$679
Brookings	Charter Communications	5%	$64,791	$65,956	$65,571
Canby	Canby Telephone Association (CTA)	5%	$62,000	$62,500	$58,137
	WAVE Broadband	5%	$58,000	$58,918	$55,000
Cannon Beach	Charter Communications	5%	$39,960	$39,010	$36,662
Clatskanie	Charter Communications	5%	$12,002	$11,910	$11,341
Columbia City	Comcast Cable	5%	$21,757	$19,465	$18,188
Coos Bay	Charter Communications	5%	$148,866	$144,686	$139,149
Coquille	Charter Communications	5%	$15,139	$16,120	$16,449
	Comspan	5%	$7,890	$7,528	$7,723
Cornelius[1]	Verizon	5%	$12,314	$15,174	$11,837
	Comcast Cable	5%	$32,312	$46,044	$52,431
Corvallis	Comcast Cable	5%	$585,185	$568,346	$694,157
Cottage Grove	Charter Communications	3%	$30,847	$33,555	$34,823

[1] Actual revenues are collected by Metropolitan Area Communications Commission (MACC). Each member city receives a portion.

City	Cable Provider	Fee/Tax Rate	Fee/Tax Revenue		
			FY2010-11	FY2009-10	FY2008-09
Creswell	Charter Communications	5%	$16,550	$16,323	$17,541
Culver	Crestview Cable	5%	$3,619	$5,451	$6,087
Dallas	Charter Communications	5%	$55,000	$54,166	$68,409
Damascus[2]	Comcast Cable	5%	-	-	-
Dayton	Comcast Cable	5%	$15,915	$16,078	$15,306
Depoe Bay	Broadstripe	4%	$14,344	$15,263	$14,535
Detroit[3]	WAVE Broadband	3%	-	$446	$1,041
Dufur[4]	Northstate Cablevision	3%	Not Available	$440	$440
Dundee	Comcast Cable	5%	$22,499	$21,078	$21,590
	Frontier Communications	5%	$6,011	$5,333	$3,266
Eagle Point	Charter Communications	5%	$65,058	$63,218	$65,513
Echo	Charter Communications	3%	$1,602	$1,736	$1,350
Estacada	Cascade Access LLC	5%	$14,557	$9,794	$9,409
Eugene	Comcast Cable	5% Franchise Fee 2% Privilege Tax	Not Available		
Fairview	Comcast Cable	5%	$29,354	$29,313	$24,354
Falls City	Charter Communications	5%	$2,499	$2,374	$2,550
Florence	Charter Communications	5%	$52,840	$52,682	$51,088
Forest Grove[5]	Comcast Cable/Frontier Communications	5%	$152,810	$140,805	$182,610
Gates	WAVE Broadband	4%	$661	$731	$690
Gervais	WAVE Broadband	4%	$2,725	$2,921	$2,695
Grants Pass	Charter Communications	5%	$213,596	$209,920	$218,761
Halsey	Roome Telecommunications	3%	$1,394	$1,324	$1,463
Happy Valley[6]	Frontier Communications	5%	$24,261	$32,275	-
	Comcast Cable	5%	$152,396	$142,740	$108,921
Harrisburg	Comcast Cable	5%	$25,000	$29,042	$26,756

[2] Voters removed the 5% franchise fee from telephone, cable and solid waste in 2008.

[3] Discontinued service at the end of 2009.

[4] Franchise fee rate increased in FY2010-11 to 3% from 2%.

[5] Actual revenues are collected by MACC. Each member city receives a portion.

[6] The city also has a 3% PEG (Public, Educational and Government) Fee.

City	Cable Provider	Fee/Tax Rate	Fee/Tax Revenue		
			FY2010-11	FY2009-10	FY2008-09
Hermiston	Charter Communications	5%	$61,370	$60,595	$61,516
Hillsboro	Comcast Cable	5%	$755,134	$702,568	$702,799
	Frontier Communications	5%	$276,731	$274,439	$189,500
Hines	Charter Communications	5%	$10,188	$10,832	$11,043
Hood River[7]	Charter Communications	5%	$38,954	$36,705	$36,382
Hubbard	WAVE Broadband	5%	$13,284	$12,127	$10,711
Independence[8]	Charter Communications	5%	$7,460	$9,405	$11,133
	MINET	5%	$66,361	$8,802	$30,434
Island City	Charter Communications	4%	$1,600	$2,000	Not Available
Jacksonville	Charter Communications	5%	$33,882	$33,452	$35,534
Jefferson	Charter Communications	5%	$3,638	$4,066	$4,926
John Day	Blue Mountain TV Cable Company	3%	$2,515	$2,564	$2,864
Johnson City	Comcast Cable	5.65%	$5,263	$6,681	$4,014
Joseph	Almega Cable	5%	-	$1,535	$3,053
Junction City	Comcast Cable	5%	$49,577	$47,394	$45,064
Keizer	Comcast Cable	5%	$374,087	$364,395	$336,504
Klamath Falls	Charter Communications	5%	$198,347	$178,834	$178,777
La Grande	Charter Communications	4%	$44,264	$41,283	$40,974
Lafayette	Comcast Cable	5%	$30,986	$29,601	$27,674
Lakeview	Charter Communications	5%	$14,531	$14,405	$18,200
Lebanon	Comcast Cable	5%	$135,823	$130,430	$122,791
	Peak	5%	$541	-	-
Lincoln City	Charter Communications	5%	$115,300	$108,315	$101,642
Lowell	Charter Communications	5%	$2,586	$3,042	$3,241
Lyons	WAVE Broadband	3%	$4,677	$4,677	$4,082
Madras	California/Oregon Broadcasting	5%	$20,688	$27,238	$32,124
Malin	Almega Cable	3%	-	-	-
	Techore Consultants II Inc.	3%	-	-	$401
Manzanita	Charter Communications	5%	$18,231	$16,599	$19,640

[7] Privilege tax as of March 13, 2011.

[8] MINET's FY2010-11 contains prior year's payment.

City	Cable Provider	Fee/Tax Rate	Fee/Tax Revenue		
			FY2010-11	FY2009-10	FY2008-09
McMinnville	Comcast Cable	5%	$254,702	$236,480	$241,653
	Frontier Communications	5%	$92,747	$89,252	$47,602
Metolius	Crestview Cable	5%	$2,961	$4,037	$4,694
Milwaukie	Comcast Cable	7%	$302,002	$225,733	$210,829
Monmouth	Charter Communications	5%	$8,623	$10,706	$14,313
Myrtle Creek	Charter Communications	5%	$20,084	$20,128	$19,315
Myrtle Point	Charter Communications	5%	$7,979	$9,097	$9,675
	Comspan	5%	$7,166	$7,852	$1,924
Nehalem	Charter Communications	5%	$2,754	$2,628	$2,795
Newberg	Comcast Cable	5%	$156,980	$143,234	$175,915
	Frontier Communications	5%	$69,093	$69,716	$48,499
North Bend	Charter Communications	5%	$96,140	$93,485	$90,082
North Plains[9]	Comcast Cable	5%	$12,859	$12,847	$9,780
Oakridge	Charter Communications	5%	$2,318	$2,250	$2,175
Ontario	Cable One	5%	$50,000	Not Available	Not Available
Oregon City	Comcast Cable	5%	$332,242	$311,008	$295,551
	Wavedivision VII LLC	5%	$588	$539	$534
	Beavercreek Cooperative Telephone Co.	5%	$10,644	$3,085	$2,876
Philomath	Comcast Cable	5%	$40,533	$41,592	$40,443
Phoenix	Charter Communications	5%	$36,189	$36,858	Not Available
Portland	Comcast Cable	5%	$6,132,386	$5,844,942	$5,515,809
Rainier	J & N Cable System	Not Available	$2,774	Not Available	Not Available
Redmond	Bend Cable/Bend Broadband	5%	$159,082	$195,299	$212,932
Reedsport	Charter Communications	5%	$37,536	$36,549	$35,871
	Comspan	5%	$1,082	$1,158	$1,495
Riddle	Charter Communications	5%	$7,012	Not Available	Not Available
Rivergrove[9]	Comcast Cable	5%	$3,980	$4,361	$2,486
Rogue River	Charter Communications	5%	$17,720	$16,417	$22,235
Roseburg	Charter Communications	5%	$133,572	$128,640	$80,610
Salem	Comcast Cable	5%	$1,493,797	$1,473,573	$1,374,772
Sandy	WAVE Broadband	5%	$34,139	$30,472	$20,142

[9] Actual revenues are collected by MACC. Each member city receives a portion.

City	Cable Provider	Fee/Tax Rate	Fee/Tax Revenue		
			FY2010-11	FY2009-10	FY2008-09
Seaside	Charter Communications	5%	$79,189	$77,975	$74,131
Shady Cove	Almega Cable	5%	$4,943	-	$7,019
Sheridan	WAVE Broadband	5%	$30,512	$24,850	$17,586
Sherwood	Comcast Cable	5%	$143,374	$133,168	$142,325
	Frontier Communications	5%	$80,213	$76,944	$42,354
Siletz	Broadstripe	5%	$2,400	Not Available	Not Available
Silverton	WAVE Broadband	5%	$44,128	$39,935	$35,216
Sisters	Bend Cable Communications	5%	$25,084	$23,969	$22,843
Sodaville	Comcast Cable	3%	$652	Not Available	Not Available
Springfield	Comcast Cable	5%	$607,170	$439,550	$559,439
St. Helens	Comcast Cable	5%	$123,144	$112,107	$105,743
Stayton	Uvision LLC	5%	$46,388	$46,984	$43,027
Sutherlin	Charter Communications	5%	$48,601	$47,924	$43,595
Sweet Home	Comcast Cable	5%	$77,600	$79,454	$77,321
Tangent	Comcast Cable	5%	$9,447	$9,132	$8,038
The Dalles	Charter Communications	5%	$82,675	$75,935	$72,454
Tigard[10]	Comcast Cable/Verizon	5%	$582,741	$466,498	$377,571
Toledo	Charter Communications	5%	$6,989	$13,780	$13,774
Troutdale[11]	Comcast Cable	5%	$135,019	$127,747	$129,805
	Frontier Communications	5%	$45,597	$41,704	$14,672
Tualatin[10]	Frontier Communications	6.31%	$276,508	$271,943	$225,193
Turner	WAVE Broadband	3%	$7,941	$8,203	$7,335
Vale	Cable One	5%	$5,389	$5,954	$5,962
Veneta	Charter Communications	5%	$13,088	$14,907	$15,322
Vernonia	Vernonia CATV	5%	$2,026	$2,127	$3,277
Warrenton	Charter Communications	3%	$21,470	Not Available	Not Available
Waterloo	Comcast Cable	5.89%	$1,636	$1,470	$1,580
West Linn	Comcast Cable	5%	$91,884	$114,708	$110,448
Willamina	WAVE Broadband	5%	$10,625	$10,871	$11,231

[10] Actual revenues are collected by MACC. Each member city receives a portion.

[11] Actual revenues collected by the Mt. Hood Cable Regulatory Commission (MHCRC). Prior to cost deductions for MHCRC budget and MetroEast costs the city only receives the net funds forwarded by MHCRC.

City	Cable Provider	Fee/Tax Rate	Fee/Tax Revenue		
			FY2010-11	FY2009-10	FY2008-09
Wilsonville	Comcast Cable	5%	$224,547	$206,335	$200,709
Winston	Charter Communications	3%	$19,570	$19,081	$19,068
Wood Village[12]	Comcast Cable	7%	$8,740	$8,215	$6,968
Woodburn[13]	WAVE Broadband	5%	$102,839	$101,703	$73,467
Yachats	Charter Communications	5%	$12,031	$11,310	$11,357
Yoncalla	Charter Communications	5%	Not Available	$3,467	$3,700

[12] Actual revenues collected by the MHCRC. Prior to cost deductions for MHCRC budget and MetroEast costs the city only receives the net funds forwarded by MHCRC.

[13] The city also has a PEG fee separate from the 5% franchise rate of $1.25 per subscriber.

TABLE 4: CABLE FRANCHISES/LICENSES: IN-KIND SERVICES

Cities Receiving In-Kind Services from Cable Providers

City	No In-kind Services in Cable Agreement	PEG (Public Access TV)	I-Network	Service to City Facility(s)	Service to Schools
Amity	✓				
Ashland		✓			
Astoria	✓				
Aumsville		✓		✓	
Aurora	✓				
Baker City		✓			
Bandon		✓			
Banks			✓	✓	
Bay City	✓				
Beaverton		✓	✓		
Bend			✓		
Boardman	✓				
Canby	✓				
Cannon Beach	✓				
Clatskanie	✓				
Columbia City				✓	
Coos Bay		✓			
Coquille				✓	
Cornelius			✓		
Corvallis		✓			
Cottage Grove	✓				
Creswell	✓				
Culver	✓				
Dallas		✓			
Damascus		✓		✓	
Dayton	✓				
Depoe Bay		✓			
Detroit		✓			
Dufur	✓				

City	No In-kind Services in Cable Agreement	PEG (Public Access TV)	I-Network	Service to City Facility(s)	Service to Schools
Dundee	✓				
Eagle Point	✓				
Echo	✓				
Estacada		✓			
Eugene		✓		✓	
Fairview		✓			
Falls City				✓	✓
Florence		✓		✓	✓
Forest Grove		✓	✓		
Gates	✓				
Gervais	✓				
Grants Pass		✓			
Halsey	✓				
Happy Valley		✓		✓	✓
Harrisburg	✓				
Hermiston		✓			
Hillsboro		✓	✓		
Hines	✓				
Hood River	✓				
Hubbard	✓				
Independence		✓			
Island City	✓				
Jacksonville	✓				
Jefferson	✓				
John Day	✓				
Johnson City	✓				
Junction City	✓				
Klamath Falls		✓			
La Grande		✓		✓	
Lafayette	✓				
Lakeview	✓				
Lincoln City		✓			

City	No In-kind Services in Cable Agreement	PEG (Public Access TV)	I-Network	Service to City Facility(s)	Service to Schools
Lowell				✓	
Lyons				✓	
Madras	✓				
Malin	✓				
Manzanita		✓		✓	
McMinnville		✓			
Metolius	✓				
Milwaukie	✓				
Monmouth		✓			
Myrtle Creek	✓				
Myrtle Point		✓			
Nehalem	✓				
Newberg	✓				
North Bend		✓		✓	✓
North Plains				✓	✓
Oakridge	✓				
Ontario	✓				
Oregon City		✓		✓	
Philomath	✓				
Phoenix	✓				
Portland		✓	✓		
Redmond	✓				
Reedsport		✓			
Riddle	✓				
Rivergrove		✓			
Rogue River				✓	
Roseburg				✓	✓
Salem		✓		✓	
Sandy	✓				
Seaside	✓				
Shady Cove	✓				
Sheridan	✓				

City	No In-kind Services in Cable Agreement	PEG (Public Access TV)	I-Network	Service to City Facility(s)	Service to Schools
Sherwood		✓			
Siletz	✓				
Silverton	✓				
Sisters	✓				
Sodaville				✓	✓
Springfield		✓			
Stayton		✓		✓	
Sutherlin		✓			
Tangent	✓				
The Dalles		✓		✓	✓
Tigard		✓	✓		
Toledo	✓				
Troutdale		✓	✓		
Tualatin		✓			
Turner	✓				
Vale	✓				
Veneta				✓	
Vernonia	✓				
Warrenton	✓				
Waterloo	✓				
West Linn				✓	
Willamina	✓				
Wilsonville	✓				
Winston		✓			
Wood Village		✓	✓		
Woodburn		✓			
Yachats				✓	✓
Yoncalla	✓				

TABLE 5: ELECTRIC FRANCHISE AGREEMENTS

City	Electric Provider	Fee/Tax	
		Rate	Revenue FY2010-11
Adams	Pacific Power	6.5%	Not Available
Amity	Portland General Electric	3.5%	$33,175
Ashland	City of Ashland	10%	$1,231,778
Astoria	Pacific Power	3.5%	$288,696
Athena	Pacific Power	3.5%	$28,713
Aurora	Portland General Electric	3.5%	$24,028
Baker City	Oregon Trail Electric Consumers Co-op	5%	$332,532
Bandon[1]	City of Bandon	10%	$215,664
Banks[2]	Portland General Electric	8.5%	$80,517
Bay City	Tillamook People's Utility District	2%	$22,726
Beaverton	Portland General Electric	3.5%	$2,553,465
Bend	Pacific Power	5%	$3,029,470
	Central Electric Co-op	5%	$175,550
Boardman	Umatilla Electric Co-op	3.5%	$65,315
Brownsville	Pacific Power	5%	$43,951
Cannon Beach	Pacific Power	3.5%	$81,180
Clatskanie	Clatskanie People's Utility District	5%	$51,685
Columbia City	Columbia River People's Utility District	5%	$46,731
Coos Bay	Pacific Power	7%	$1,092,655
Coquille	Pacific Power	5%	$152,176
Cornelius	Portland General Electric	3.5%	$206,721
Corvallis	Consumers Power	5%	$173,336
	Pacific Power	5%	$2,058,959
Cottage Grove	Pacific Power	3.5%	$215,191
	Emerald People's Utility District	3.5%	$26,140
Culver	Pacific Power	3.5%	$39,272
Dallas	Pacific Power	7%	$615,000
Damascus	Portland General Electric	3.5%	$219,167
Dayton	Portland General Electric	3.5%	$54,954
Depoe Bay	Central Lincoln People's Utility District	3.5%	$41,183
Dufur	Wasco County People's Utility District	3.5%	$14,000
Dundee	Portland General Electric	3.5%	$64,063
Eagle Point	Pacific Power	5%	$230,278
Echo	Pacific Power	3.5%	$16,931
Elgin	Oregon Trail Electric Consumers Co-op, Inc.	4.5%	$40,536
Estacada	Portland General Electric	3.5%	$98,200
Eugene	EWEB	6%	Not Available
Fairview	Portland General Electric	5%	$317,600
Falls City	Pacific Power	6%	$40,333

[1] This fee rate is for a privilege tax.

[2] The 8.5% fee is comprised of a 5% franchise fee and 3.5% privilege tax.

City	Electric Provider	Fee/Tax	
		Rate	Revenue FY2010-11
Florence[3]	Central Lincoln People's Utility District	5%	$387,975
Fossil	Columbia Basin Electric	4%	$16,374
Gates	Pacific Power	7%	$9,000
Grants Pass[4]	Pacific Power	5%	$1,436,468
Halfway	Idaho Power	3.5%	$11,332
Halsey	Pacific Power	3.5%	$9,900
Happy Valley[5]	Portland General Electric	5%	$332,913
Harrisburg	Pacific Power	5.5%	$95,000
Hermiston	Umatilla Electric Co-op	3%	$175,752
Hillsboro	Portland General Electric	3.5%	$5,082,557
Hines	Oregon Trail Electric Consumers Co-op, Inc.	5%	$52,490
Hood River[6]	Pacific Power	5%	$360,796
Hubbard	Portland General Electric	Not Available	$86,114
Independence	Pacific Power	5%	$209,146
	Monmouth Power & Light	5%	$24,389
Jacksonville	Pacific Power	3.5%	$7,126
Jefferson	Pacific Power	7%	$97,108
John Day	Oregon Trail Electric Consumers Co-op, Inc.	5%	$76,450
Jordan Valley	Idaho Power	3%	$7,424
Joseph	Pacific Power	3.5%	$41,190
Junction City	Pacific Power	1.5%	$160,837
Keizer	Salem Electric	5%	$247,171
	Portland General Electric	5%	$709,741
Klamath Falls	Pacific Power	7%	$943,208
La Grande	Oregon Trail Electric Consumers Co-op, Inc.	5%	$387,075
Lafayette	Portland General Electric	3.5%	$63,138
Lebanon[7]	Pacific Power	5.94%	$707,375
	Consumers Power	5.94%	$68,429
Lincoln City	Pacific Power	5%	$482,403
Lowell	Lane Electric	5%	$33,714
Lyons	Pacific Power	3.5%	$28,719
Madras	Pacific Power	7%	$405,256
Manzanita	Tillamook People's Utility District	5%	$63,006
Maupin	Wasco Electric Co-op, Inc.	3%	$16,645
Milwaukie[8]	Portland General Electric	5%	$725,447
Myrtle Creek	Pacific Power	7%	$150,592
Myrtle Point	Pacific Power	5%	$88,407

[3] The fee rate is comprised of .75% of 1% of the gross industrial revenue plus 5% of all other revenues.

[4] The fee rate is for a privilege tax.

[5] The 5% fee is comprised of a 3.5% franchise fee and 1.5% privilege tax.

[6] The fee is for a privilege tax.

[7] The 5.94% fee charged to Pacific Power is comprised of a 2.44% franchise fee and 3.5% privilege tax.

[8] The 5% fee is comprised of a 3.5% franchise fee and 1.5% privilege tax.

City	Electric Provider	Fee/Tax	
		Rate	Revenue FY2010-11
Nehalem	Tillamook People's Utility District	5%	$12,544
Newberg[9]	Portland General Electric	5%	$794,976
North Bend	Pacific Power	7%	$632,591
North Powder	Oregon Trail Electric Consumers Co-op, Inc.	3%	$8,434
Oakridge	Lane Electric Co-op	5%	$128,141
Ontario	Idaho Power	7%	$1,000,000
Oregon City	Portland General Electric	3.5%	$695,177
Philomath	Pacific Power	7%	$190,153
	Consumers Power	7%	$42,376
Phoenix	Pacific Power	5%	$152,734
Portland	Pacific Power	5%	$7,243,122
	Portland General Electric	5%	$20,182,836
Redmond	Pacific Power	7%	$1,120,751
	Central Electric Co-Op	5%	$126,017
Reedsport	Central Lincoln People's Utility District	Not Available	$111,000
Rivergrove	Portland General Electric	Not Available	$6,089
Rogue River	Pacific Power	5%	$97,289
Roseburg	Pacific Power	7%	$1,475,771
Salem	Salem Electric	5%	$794,599
	Portland General Electric	5%	$5,429,528
Sandy	Portland General Electric	3.5%	$217,014
Seaside	Pacific Power	3.5%	$240,117
Shady Cove	Pacific Power	7%	$168,531
Sheridan	Portland General Electric	3.5%	$120,900
Sherwood	Portland General Electric	3.5%	$370,830
Silverton	Portland General Electric	3.5%	$232,926
Sodaville	Consumers Power	5%	$8,145
St. Helens[10]	Columbia River People's Utility District	5%/1%	$316,770
	Portland General Electric	3.5%	$1,148
Stayton	Pacific Power	5%	$370,876
Sutherlin	Pacific Power	3.5%	$186,418
	Douglas Electric	3.5%	$16,755
Sweet Home	Pacific Power	5%	$24,450
Tangent	Pacific Power	5%	$53,156
The Dalles	Northern Wasco Co. People's Utility District	3%	$692,512
Tigard	Portland General Electric	3.5%	$1,555,359
Toledo	Central Lincoln People's Utility District	3.5%	Not Available
Troutdale[11]	Portland General Electric	5%	$575,901
Tualatin	Portland General Electric	3.5%	$1,107,132
Turner	Portland General Electric	3.5%	$38,151

[9] The 5% fee is comprised of a 3.5% franchise fee and 1.5% privilege tax.

[10] Columbia River franchise fee is 5% for users less then 1,000 kw, 1% for customers greater than 1,000 kw.

[11] The 5% fee is comprised of a 3.5% franchise fee and 1.5% privilege tax.

City	Electric Provider	Fee/Tax	
		Rate	Revenue FY2010-11
Umatilla	Pacific Power	3.5%	$117,441
	Umatilla Electric Co-op	5%	$24,410
Vale	Idaho Power	3.5%	$72,171
Veneta	Lane Electric	5%	$30,203
	Emerald People's Utility District	5%	$105,327
Vernonia	West Oregon Electric	5%	$83,535
Wallowa	Pacific Power	3.5%	$27,000
Waterloo	Pacific Power	7%	$12,772
West Linn[12]	Portland General Electric	5%	$677,701
Willamina	Portland General Electric	3.5%	$51,680
Wilsonville	Portland General Electric	5%	$868,746
Winston	Pacific Power	5%	$137,734
Wood Village[13]	Portland General Electric	5%	$164,545
Woodburn[14]	Portland General Electric	5%	$874,725
Yachats	Central Lincoln People's Utility District	3.5%	$36,535

[12] The 5% fee is comprised of a 3.5% franchise fee and 1.5% privilege tax.

[13] The 5% fee is comprised of a 3.5% franchise fee and 1.5% privilege tax.

[14] The 5% fee is comprised of a 3.5% franchise fee and 1.5% privilege tax.

TABLE 6: NATURAL GAS FRANCHISE AGREEMENTS

City	Natural Gas Provider	Fee/Tax	
		Rate	Revenue FY2010-11
Amity	Northwest Natural Gas	5%	$11,117
Ashland	Avista Corporation	5%	$349,773
Astoria	Northwest Natural Gas	5%	$189,856
Athena[1]	Cascade Natural Gas	3.5%	$9,648
Aurora	Northwest Natural Gas	5%	$13,440
Baker City	Cascade Natural Gas	5%	$200,090
Banks	Northwest Natural Gas	5%	$39,121
Beaverton	Northwest Natural Gas	3%	$760,165
Bend	Cascade Natural Gas	4.5%	$1,406,470
Boardman	Cascade Natural Gas	5%	$4,980
Brownsville	Northwest Natural Gas	3%	$12,376
Canby	Northwest Natural Gas	5%	$185,000
Cannon Beach	Northwest Natural Gas	3%	$40,719
Clatskanie	Northwest Natural Gas	5%	$10,458
Columbia City	Northwest Natural Gas	5%	$22,815
Coos Bay	Northwest Natural Gas	5%	$54,086
Coquille	Northwest Natural Gas	5%	$10,708
Cornelius	Northwest Natural Gas	5%	$77,936
Corvallis	Northwest Natural Gas	5%	$652,874
Cottage Grove	Northwest Natural Gas	3%	$62,399
Dallas	Northwest Natural Gas	5%	$185,000
Damascus	Northwest Natural Gas	5%	$109,518
Depoe Bay	Northwest Natural Gas	3%	$20,221
Dundee	Northwest Natural Gas	3%	$21,196
Eagle Point	Avista Corporation	5%	$95,588
Elgin	Avista Corporation	5%	$26,442
Eugene	Northwest Natural Gas	5%	Not Available
Fairview	Northwest Natural Gas	5.94%	$147,645
Forest Grove	Northwest Natural Gas	5%	$195,599
Grants Pass[2]	Avista Corporation	5%	$429,124
Halsey	Northwest Natural Gas	5%	$23,873
Happy Valley	Northwest Natural Gas	5.94%	$282,578
Harrisburg	Northwest Natural Gas	5%	$42,000
Hermiston	Cascade Natural Gas	3%	$119,657
Hillsboro	Northwest Natural Gas	3%	$1,131,822
Hood River	Northwest Natural Gas	5%	$151,281
Hubbard	Northwest Natural Gas	5%	$27,918
Imbler	Avista Corporation	3%	$5,974
Independence	Northwest Natural Gas	5%	$71,221
Jacksonville	Avista Corporation	5%	$5,409

[1] The revenue total is for calendar year 2010.

[2] The fee rate is for a privilege tax.

City	Natural Gas Provider	Fee/Tax	
		Rate	Revenue FY2010-11
Jefferson	Northwest Natural Gas	3%	$12,304
Junction City	Northwest Natural Gas	5%	$51,769
Keizer	Northwest Natural Gas	5%	$384,344
Klamath Falls	Avista Corporation	5%	$331,500
La Grande	Avista Corporation	5%	$241,614
Lafayette	Northwest Natural Gas	3%	$15,591
Lebanon	Northwest Natural Gas	5.94%	$358,213
Lincoln City	Northwest Natural Gas	5%	$168,577
Lyons	Northwest Natural Gas	3%	$9,030
Madras	Cascade Natural Gas	7%	$146,892
McMinnville	Northwest Natural Gas	3%	$143,773
Milwaukie	Northwest Natural Gas	5%	$283,272
Monmouth	Northwest Natural Gas	5%	$75,256
Myrtle Creek	Avista Corporation	5%	$33,279
Myrtle Point	Northwest Natural Gas	5%	$16,777
Newberg	Northwest Natural Gas	5%	$237,097
North Bend	Northwest Natural Gas	5%	$38,973
North Powder	Avista Corporation	3%	$4,957
Ontario	Cascade Natural Gas	5%	$160,000
Oregon City	Northwest Natural Gas	3%	$285,684
Philomath	Northwest Natural Gas	5%	$46,930
Phoenix	Avista Corporation	5%	$45,099
Portland	Northwest Natural Gas	5%	$9,549,687
Redmond	Cascade Natural Gas	5%	$360,546
Rivergrove	Northwest Natural Gas	Not Available	$3,395
Rogue River	Avista Corporation	5%	$19,875
Roseburg[3]	Avista Corporation	5%	$329,955
Salem	Northwest Natural Gas	5%	$2,209,853
Sandy	Northwest Natural Gas	5%	$133,150
Seaside	Northwest Natural Gas	5%	$153,876
Shady Cove	Avista Corporation	5%	$7,516
Sheridan	Northwest Natural Gas	5%	$76,764
Sherwood	Northwest Natural Gas	5%	$249,308
Silverton	Northwest Natural Gas	5%	$146,727
Sodaville	Northwest Natural Gas	3%	$1,825
Springfield[4]	Northwest Natural Gas	5%	$427,674
St. Helens	Northwest Natural Gas	5%	$157,243
Stayton	Northwest Natural Gas	5%	$103,635
Sutherlin	Avista Corporation	5%	$69,293
Sweet Home	Northwest Natural Gas	5%	$100,000
Tangent	Northwest Natural Gas	5%	$17,144
The Dalles	Northwest Natural Gas	4.25%	$89,019

[3] Fee rate increased to 6% effective July 1, 2011.

[4] The fee rate is for a privilege tax.

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City	Natural Gas Provider	Fee/Tax	
		Rate	Revenue FY2010-11
Tigard	Northwest Natural Gas	5%	$760,896
Toledo	Northwest Natural Gas	5%	Not Available
Troutdale[5]	Northwest Natural Gas	5.94%	$276,671
Tualatin	Northwest Natural Gas	5%	$467,362
Turner	Northwest Natural Gas	3%	$14,346
Umatilla	Cascade Natural Gas	3%	$33,753
Vale	Cascade Natural Gas	3%	$14,155
Vernonia	Northwest Natural Gas	5%	$25,108
Waterloo	Northwest Natural Gas	3%	$1,166
West Linn	Northwest Natural Gas	5%	$433,418
Willamina	Northwest Natural Gas	5%	$14,013
Wilsonville	Northwest Natural Gas	5%	$292,954
Winston	Avista Corporation	5%	$38,272
Wood Village[6]	Northwest Natural Gas	5.94%	$49,337
Woodburn[7]	Northwest Natural Gas	5%	$249,220

[5] The 5.94% fee is comprised of a 3% franchise fee and 2.94% privilege tax.

[6] The 5.94% fee is comprised of a 3% franchise fee and 2.94% privilege tax.

[7] The 5% fee is comprised of a 3% franchise fee and 2% privilege tax.

TABLE 7: SOLID WASTE FRANCHISE AGREEMENTS

City	Garbage Provider	Fee/Tax		
		Type	Rate	Revenue FY2010-11
Adams	Humbert Refuse & Recycling	Franchise Fee	2%	$486
Amity	Western Oregon Waste	Franchise Fee	5%	$4,170
Ashland	Ashland Sanitary Services	Franchise Fee	5%	$135,553
Astoria	Western Oregon Waste	Franchise Fee	10%	$286,344
Athena[1]	Humbert Refuse & Recycling	Franchise Fee	2%	$2,340
Aurora	Allied Waste Service	Franchise Fee	5%	$7,676
Baker City	Baker Sanitary Service Inc.	Franchise Fee	5%	$42,707
Bandon	Bandon Disposal	Franchise Fee	5%	$32,026
Banks	Swatco Garbage	Franchise Fee	3%	$7,102
Bay City	R. Sanitary Service	Franchise Fee	2%	$2,869
Beaverton	Aloha Garbage	Franchise Fee	4% Residential 5% Commercial	$10,855
	Alwin/Biomed of Oregon	Franchise Fee	4% Residential 5% Commercial	$4,310
	Garbarino Disposal	Franchise Fee	4% Residential 5% Commercial	$20,243
	Pride Disposal	Franchise Fee	4% Residential 5% Commercial	$486
	Valley Garbage and Recycling	Franchise Fee	4% Residential 5% Commercial	$45,328
	Walker Garbage	Franchise Fee	4% Residential 5% Commercial	$12,464
	Waste Management	Franchise Fee	4% Residential 5% Commercial	$591,715
	West Slope Garbage	Franchise Fee	4% Residential 5% Commercial	$5,105
Bend	Bend Garbage Company	Franchise Fee	4%	$245,070
	Waste Connections Inc.	Franchise Fee	4%	$235,900

[1] The revenue total is for calendar year 2010.

City	Garbage Provider	Fee/Tax		
		Type	Rate	Revenue FY2010-11
Brownsville[2]	Sweet Home Sanitation	In-Kind Service	N/A	N/A
Canby	Canby Disposal	Franchise Fee	5%	$60,000
Cannon Beach	Western Oregon Waste	Franchise Fee	20.11%	$19,144
Clatskanie	Clatskanie's Sanitary Service	Franchise Fee	5%	$15,774
Columbia City	Environmental Waste-Hudson Garbage Service	Franchise Fee	5%	$8,757
	Waste Management of Oregon	Franchise Fee	5%	$391
Coos Bay	Coos Bay Sanitary Service	Franchise Fee	5%	$75,496
	Les' Sanitary Services Inc.	Franchise Fee	5%	$68,689
Coquille	Wadsworth Garbage	Flat Rate	N/A	$1,500
Cornelius	Cornelius Disposal	Franchise Fee	4%	$28,076
Corvallis	Allied Waste	Franchise Fee	5%	$383,701
Cottage Grove	Cottage Grove Garbage Service	Franchise Fee	3.5%	$40,280
Dallas	Allied Waste (Dallas Disposal)	Franchise Fee	7%	$60,000
Damascus[3]	Hoodview Disposal & Recycling	Franchise Fee	5%	$0
	Waste Management	Franchise Fee	5%	$0
Dayton	Western Oregon Waste	Franchise Fee	3%	$4,653
Depoe Bay	North Lincoln Sanitary Service	Franchise Fee	5%	$7,516
Dundee	Waste Management	Franchise Fee	3%	$8,732
Eagle Point	Southern Oregon Sanitation	Franchise Fee	7%	$57,784
Echo	Sanitary Disposal	Franchise Fee	3%	$1,535
Elgin	City Garbage Service	Franchise Fee	3%	$4,323
Estacada	Dan Walker Disposal Service Inc.	Franchise Fee	5%	$22,075
	American Sanitary Service Inc.	Franchise Fee	5%	$1,772
Eugene	Licensed Haulers (the licenses are limited to a total of 8)	Licenses	2.5% Residential 6% Commercial minimum fee of $1,000	$612,841
Fairview	Twelve Mile Disposal	Franchise Fee	5%	$38,990
Falls City	Allied Waste	Franchise Fee	Not Available	$2,797

[2] The city receives various services in lieu of franchise fees.

[3] Voters removed the 5% franchise fee from telephone, cable and solid waste in 2008.

City	Garbage Provider	Fee/Tax		
		Type	Rate	Revenue FY2010-11
Florence	Central Coast Disposal	Flat Rate	Flat fee + by units	$4,131
	County Transfer & Recycling	Flat Rate	Flat fee + by units	$4,866
Forest Grove	Waste Management	Franchise Fee	5%	$139,663
	Bio-Med	Franchise Fee	5%	$622
Grants Pass	Allied Waste	Franchise Fee	5%	$201,993
	Southern Oregon Sanitation	Franchise Fee	5%	$54,108
Halfway	LaRue Sanitary Services	Flat Rate	N/A	$720
Halsey	Sweet Home Sanitation	In-Kind Service	N/A	N/A
Harrisburg	Allied Waste	Franchise Fee	4.5%	$15,000
Hermiston[4]	Sanitary Disposal	Franchise Fee	2%	$227,104
Hillsboro	Aloha Garbage	Franchise Fee	3%	$21,048
	Cornelius Disposal	Franchise Fee	3%	$30,847
	Garbarino	Franchise Fee	3%	$84,538
	Hillsboro Garbage	Franchise Fee	3%	$220,536
	Valley West	Franchise Fee	3%	$53,030
	Washington County Drop Box	Franchise Fee	3%	$19,202
Hines	C & B Sanitary	Franchise Fee	3%	$2,977
Hood River	Waste Connections Inc.	Franchise Fee	5%	$43,005
Hubbard	Allied Waste	Franchise Fee	5%	$18,999
Independence	Brandt's Sanitary Service	Franchise Fee	7%	$58,136
Jacksonville	Rogue Disposal	Franchise Fee	6%	$1,997
Jefferson	Pacific Sanitation	Franchise Fee	2%	$7,287
John Day	Clark's Disposal Inc.	Franchise Fee	3%	$5,885
Joseph	Rahn's Sanitation	Not Available	Not Available	$250
Keizer	Valley Recycling & Disposal	Franchise Fee	5%	$85,480
	Loren's Sanitary Service	Franchise Fee	5%	$106,985
Klamath Falls	Waste Management	Franchise Fee	5%	$159,423
La Grande	City Garbage	Franchise Fee	3%	$50,527
Lafayette	Western Oregon Waste	Franchise Fee	3%	$7,933
Lebanon	Republic Services	Franchise Fee	4%	$84,686
Lincoln City	Dunn Leblanc Inc.	Franchise Fee	5%	$66,060

[4] This franchise agreement also includes a 11% billing and collection fee.

City	Garbage Provider	Fee/Tax		
		Type	Rate	Revenue FY2010-11
Lowell	Star Garbage	Flat Rate	N/A	$300
	County Recycling and Transfer	Flat Rate	N/A	$300
Lyons	Pacific Sanitation	Franchise Fee	3%	$4,677
Madras	Madras Sanitary Service	Franchise Fee	5%	$57,114
Manzanita	Western Oregon Waste	Franchise Fee	5%	$9,042
Maupin	Mel's Sanitation Service	Franchise Fee	0%	$0
McMinnville	Western Oregon Waste	Franchise Fee	3%	$125,152
Milwaukie	Allied Waste	Franchise Fee	5%	$166,360
Monmouth	Brandt's Sanitary Service	Franchise Fee	7%	$62,181
Myrtle Point	J & L Sanitation	Flat Rate	N/A	$100
Nehalem	Western Oregon Waste	Franchise Fee	5%	$2,305
Newberg	Waste Management of Oregon	Franchise Fee	3%	$77,748
North Bend	North Bend Sanitation	Franchise Fee	5%	$92,172
Oakridge	Oakridge Sani-Haul	Franchise Fee	5%	$14,557
Ontario	Ontario Sanitary Service	Franchise Fee	5%	$80,000
Oregon City	B & B Leasing	Franchise Fee	4%	$181,071
Philomath	Allied Waste of Corvallis	Franchise Fee	5%	$26,293
Phoenix	Rogue Disposal	Franchise Fee	6%	$33,757
Portland	19 companies total	Franchise Fee	5%	$2,494,154
Reedsport	Southern Oregon Sanitation	Franchise Fee	Not Available	$7,000
Rivergrove	Allied Waste	Franchise Fee	Not Available	$106
Rogue River[5]	Southern Oregon Sanitation	In-Kind Service	N/A	N/A
Roseburg	Roseburg Disposal	Annual License	N/A	$30,000
Salem	BGL Suburban Garbage Service	Franchise Fee	5%	$80,955
	D&O Garbage Service	Franchise Fee	5%	$188,229
	Loren's Sanitary Service	Franchise Fee	5%	$20,082
	Pacific Sanitation	Franchise Fee	5%	$74,323
	Republic Services	Franchise Fee	5%	$629,671
	Valley Recycling & Disposal	Franchise Fee	5%	$77,608
Sandy	Hoodview Disposal & Recycling	Franchise Fee	3%	$37,791
Seaside	Western Oregon Waste	Franchise Fee	3%	$45,063

[5] The city receives services in-lieu-of a franchise fee.

City	Garbage Provider	Fee/Tax		
		Type	Rate	Revenue FY2010-11
Shady Cove	Southern Oregon Sanitation	Franchise Fee	7%	$23,199
Sheridan	Western Oregon Waste-Recology	Franchise Fee	3%	$15,743
Sherwood	Pride Disposal	Franchise Fee	5%	$129,586
Silverton	Allied Waste	Franchise Fee	5%	$70,175
Sodaville	Allied Waste	Franchise Fee	4%	$1,120
Springfield	Sanipac	Franchise Fee	7%	$340,741
St. Helens	Waste Connections (Hudson)	Franchise Fee	5%	$55,303
	Waste Management (Transfer Station)	Franchise Fee	5%	$9,079
Stayton	Allied Waste	Franchise Fee	5%	$57,521
Sutherlin	Sutherlin Sanitary	Franchise Fee	3%	$13,800
Sweet Home	Waste Connections Inc.	Franchise Fee	3%	$30,000
Tangent	Allied Waste	Privilege Tax	7%	$13,061
The Dalles[6]	The Dalles Disposal	Franchise Fee	3%	$65,877
Tigard	Pride Disposal	Franchise Fee	4%	$285,594
	Waste Management	Franchise Fee	4%	$82,385
	Republic Services	Franchise Fee	4%	$984
Toledo	Dahl Disposal Services	Franchise Fee	5%	Not Available
Troutdale	Waste Management of Oregon	Franchise Fee	5%	$122,449
	Waste Management of Oregon	Privilege Tax	$65/ton	$56,310
Tualatin	Allied Waste	Franchise Fee	3%	$128,092
	Bio-Med	Franchise Fee	3%	$2,739
	Rossman Sanitary Service	Franchise Fee	3%	$9,026
Turner	Pacific Sanitation	Franchise Fee	3%	$7,409
Umatilla	Sanitary Disposal	Franchise Fee	5%	$23,350
Veneta	Sanipac	Franchise Fee	5%	$15,472
Waterloo	Albany/Lebanon Sanitation	Franchise Fee	4%	$450
West Linn	Waste of West Linn	Franchise Fee	5%	$103,189
Willamina	Western Oregon Waste	Franchise Fee	3%	$7,220
Wilsonville	United Disposal/Allied Waste	Franchise Fee	3%	$120,160
Winston	Winston Sanitary	Franchise Fee	3%	$4,678
Wood Village	Waste Management of Oregon	Franchise Fee	5%	$25,690

[6] The city also charges a fee of $100 per vehicle annually.

City	Garbage Provider	Fee/Tax		
		Type	Rate	Revenue FY2010-11
Woodburn	Allied Waste	Franchise Fee	3%	$169,330
Yachats	Dahl Disposal Services	Franchise Fee	3%	$6,953

TABLE 8: WATER FRANCHISE FEES/REVENUE

City	Water Utility	Fee/Tax	
		Rate	Revenue FY2010-11
Ashland	City of Ashland	8%	$419,978
Bandon[1]	City of Bandon	10%	$21,839
Bend	Avion Water Company	3%	$92,090
	Roats Water System	3%	$22,100
	City of Bend	3%	$414,370
Corvallis	Water Fund	5%	$388,276
Eagle Point	City of Eagle Point	5%	$64,803
Fairview	Rockwood Water PUD	5%	$4,550
Florence	Heceta Water District	5%	$1,170
La Grande	City of La Grande	5%	$111,157
Phoenix[2]	City of Phoenix Water	5%	$64,054
Portland	Portland Water Bureau	5%	$4,299,857
	Rockwood Water PUD	5%	$99,465
Roseburg	City of Roseburg	5%	$222,810
Sherwood	City of Sherwood	5%	$277,954
Tigard	City of Tigard	5%	$169,673
Wilsonville	City of Wilsonville	4%	$192,232

[1] The fee rate is for a privilege tax.

[2] The city decreased their fee rate from 10% to 5% in November 2010.

WASTEWATER FRANCHISE FEES/REVENUE

City	Wastewater Utility	Fee/Tax	
		Rate	Revenue FY2010-11
Ashland	City of Ashland	8%	$317,870
Bandon[3]	City of Bandon	10%	$35,489
Banks	Clean Water Services	4%	$14,465
Bend	City of Bend	3%	$403,290
Corvallis	Wastewater Utility	5%	$402,114
La Grande	City of La Grande	5%	$165,327
Phoenix[4]	Rogue Valley Sewer	5%	Not Available
Portland	Portland Bureau of Environmental Services	5%	$13,372,916
Roseburg	City of Roseburg	5%	$42,750
Sherwood	Clean Water Services	5%	$108,804
Tigard	City of Tigard	5%	$227,531
Wilsonville	City of Wilsonville	4%	$197,457

[3] The fee rate is for a privilege tax.

[4] This franchise is currently in litigation.

TABLE 9: OTHER FRANCHISE FEE/PRIVILEGE TAX REVENUE

Internet Services

City	Franchised Company	Fee/Tax	
		Rate	Revenue FY2010-11
Baker City	Windwave Communications	7%	$1,533

Medical Waste

City	Franchised Company	Fee/Tax	
		Rate	Revenue FY2010-11
Tigard	Bio-Med of Oregon	4%	$745

Pipelines

City	Franchised Company	Fee/Tax	
		Rate	Revenue FY2010-11
Portland	SFPP (Pipeline)	Not Available	$1,682
	Olympic Pipeline	Not Available	$35,801
	Chevron USA	Not Available	$11,227
	Kinder Morgan Cochin	Not Available	$51,091
	Portland LFG	Not Available	$21,054
	Paramount of Oregon	Not Available	$16,000
Toledo	Georgia Pacific (to lay pipeline)	Not Available	$0

Railroads

City	Franchised Company	Fee/Tax	
		Rate	Revenue FY2010-11
Harrisburg	Burlington Northern Railroad	Not Available	$8,000

Stormwater

City	Franchised Company	Fee/Tax	
		Rate	Revenue FY2010-11
Corvallis	City Utility	5%	$96,871
Wilsonville	City Utility	4%	$29,565

Transit Service

City	Franchised Company	Fee/Tax	
		Rate	Revenue FY2010-11
Hermiston	Hermiston Transit Taxi Service	Contract Service	N/A

TABLE 10: IN-LIEU-OF FRANCHISE FEES/REVENUE

In-lieu-of Franchise Fees charged to Municipal Utilities and Districts

Electric Utilities

City	Municipal Utility or District	Fee/Tax	
		Rate	Revenue FY2010-11
Bandon	City Electric	6%	$313,333
Canby	Canby Utility	5%	$270,000
Eugene	City Electric Board	6%	Not Available
Forest Grove	City Electric	5%	$656,550
Hermiston	City Electric	5%	$366,595
McMinnville[1]	City Electric	3%-6%	$1,529,601
Monmouth	City Electric	3%	$163,029
Springfield	Springfield Utility Board	Volumetric	$1,804,922

[1] 3% for industrial and 6% for residential and commercial.

Sanitation Utilities

City	Municipal Utility or District	Fee/Tax	
		Rate	Revenue FY2010-11
Vale	City Garbage	Flat Rate	$10,000
Warrenton[2]	City Garbage	3%	$94,438

[2] The revenue total includes all fees (water, wastewater and sanitation).

Stormwater Utilities

City	Municipal Utility or District	Fee/Tax	
		Rate	Revenue FY2010-11
Beaverton	City Stormwater	5%	$222,047
Fairview	City Stormwater	6%	$29,419
Hillsboro	City Stormwater	3.5%	$123,130
Independence	City Stormwater	7%	$15,176
Keizer	City Stormwater	5%	$46,317
Lebanon	City Stormwater	5%	$12,334
Oregon City	City Stormwater	6%	$93,024
Springfield[3]	City Stormwater	3%	Fee will be collected in FY2012
Troutdale	City Stormwater	5%	$10,724

[3] This fee is a right of way fee.

Wastewater Utilities

City	Municipal Utility or District	Fee/Tax	
		Rate	Revenue FY2010-11
Amity	City Wastewater	5%	$15,000
Aumsville	City Wastewater	2%	Effective 7/1/11
Baker City	City Wastewater	5%	$50,589
Bandon	City Wastewater	6%	$44,403

Wastewater Utilities Continued

City	Municipal Utility or District	Fee/Tax	
		Rate	Revenue FY2010-11
Beaverton	City Wastewater	5%	$941,553
Columbia City	City Wastewater	5%	$14,260
Coquille	City Wastewater	5%	$49,101
Dallas	City Wastewater	18%	$550,000
Dundee	City Wastewater	5%	$34,801
Fairview	City Wastewater	6%	$110,800
Florence	City Wastewater	5%	$122,542
Forest Grove	City Wastewater	5%	$50,292
Grants Pass	City Wastewater	5%	$248,559
Hillsboro	City Wastewater	3.5%	$599,014
Independence	City Wastewater	7%	$70,816
John Day	City Wastewater	5%	$21,820
Keizer	City Wastewater	5%	$309,438
Lebanon	City Wastewater	5%	$190,778
Monmouth	City Wastewater	3%	$50,147
Myrtle Creek	City Wastewater	5%	$25,317
Newberg	City Wastewater	5%	$88,167
Oakridge	City Wastewater	5%	$26,000
Oregon City	City Wastewater	6%	$160,000
Redmond	City Wastewater	5%	$213,410
Salem	City Wastewater	5%	$1,568,514
Sisters	City Wastewater	5%	$34,700
Springfield[4]	City Wastewater	3%	Fee will be collected in FY2012
St. Helens	City Wastewater	7%	$228,919
Tangent	City Wastewater	7.5%	$14,960
Troutdale	City Wastewater	5%	$112,955
Ukiah	City Wastewater	Not Available	$66,330
Vale	City Wastewater	Flat Rate	$10,000
Warrenton[5]	City Wastewater	3%	$94,438

[4] This fee is a right of way fee.

[5] The revenue total includes all fees (water, wastewater and sanitation).

Water Utilities

City	Municipal Utility or District	Fee/Tax	
		Rate	Revenue FY2010-11
Amity	City Water	5%	$16,500
Aumsville	City Water	2%	Effective 7/1/11
Baker City	City Water	5%	$94,574
Bandon	City Water	6%	$28,689
Beaverton	City Water	5%	$440,534
Canby	Canby Utility	5%	$270,000
Columbia City	City Water	5%	$22,072

Water Utilities Continued

City	Municipal Utility or District	Fee/Tax	
		Rate	Revenue FY2010-11
Coquille	City Water	5%	$43,313
Dallas	City Water	20%	$425,000
Dundee	City Water	5%	$33,574
Fairview	City Water	6%	$72,740
Florence	City Water	5%	$75,444
Forest Grove	City Water	5%	$176,793
Grants Pass	City Water	5%	$205,000
Hillsboro	City Water	3.5%	$426,734
Independence	City Water	7%	$94,990
John Day	City Water	5%	$25,923
Keizer	City Water	5%	$123,864
Lebanon	City Water	5%	$151,230
Monmouth	City Water	3%	$32,914
Myrtle Creek	City Water	5%	$10,717
Newberg	City Water	5%	$74,500
Oakridge	City Water	5%	$36,250
Oregon City	City Water	6%	$297,823
Redmond	City Water	5%	$194,274
Salem	City Water	5%	$853,621
Sisters	City Water	5%	$23,250
Springfield	Eugene Water and Electric Board	3%	$526,482
St. Helens	City Water	7%	$152,062
Troutdale	City Water	5%	$71,013
Ukiah	City Water	Not Available	$26,000
Vale	City Water	Flat Rate	$10,000
Warrenton[6]	City Water	3%	$94,438

[6] The revenue total includes all fees (water, wastewater and sanitation).

Other Agreements

City	Municipal Utility or District	Fee/Tax	
		Rate	Revenue FY2010-11
Eugene	The city waived ROW fees for Level 3 and Wil-Tel telecom providers in exchange for fiber for 20 years.		
	The city waived ROW fees for the University of Oregon in exchange for tech services.		

LOC Utility and Franchise Fee Survey
November 2011

City Name:	
Your Name:	
Position Title:	
Phone Number:	
E-Mail Address:	

Please complete the survey by Dec. 16, 2011 and return to:
Angela Carey, IGR/Research Assoc.
PO Box 928; Salem, OR 97308
E-Mail: acarey@orcities.org
PH: (800) 452-0338
FAX: (503) 399-4863

In order to do an accurate trending analysis, 3 fiscal years of data on telecommunication and cable TV/video franchises would be preferred.

TELECOMMUNICATION COMPANIES*

NOTE: For telecom franchise revenue, please do not include other revenues the city may receive from the provider including, but not limited to: capital contributions, license or permit fees, etc. If you have additional providers, please add additional rows to this spreadsheet or attach another sheet

	Telecom Company	Type of Provider (ILEC, CLEC, Long Haul Carrier, Other)**
#1		
#2		
#3		

* Please include cable companies that provide telecommunications services in this section.

** Options: 1. ILEC (Incumbent Local Exchange Carrier) - Primary provider of local phone service. Examples: Qwest, Sprint, Verizon, Centurytel.
2. CLEC (Competitive Local Exchange Carrier) - Alternative provider competing with the ILEC. Examples: ATG, ELI.
3. Long Haul Carrier - Provider who has facilities in the city's right of way, but does not provide service to city residents. Usually a per foot fee.

FY 2010-11 - Telecom Franchise Fee/Tax Rates and Revenues

	Telecom Company (same order as above)	Franchise Fee		Privilege Tax		Per Foot Fee	
		Fee Rate (%)	Revenue ($)	Fee Rate (%)	Revenue ($)	Fee Rate ($/Foot)	Revenue ($)
#1							
#2							
#3							

FY 2009-10 - Telecom Franchise Fee/Tax Rates and Revenues

Telecom Company (same order as above)		Franchise Fee		Privilege Tax		Per Foot Fee	
		Fee Rate (%)	Revenue ($)	Fee Rate (%)	Revenue ($)	Fee Rate ($/Foot)	Revenue ($)
#1							
#2							
#3							

FY 2008-09 - Telecom Franchise Fee/Tax Rates and Revenues

Telecom Company (same order as above)		Franchise Fee		Privilege Tax		Per Foot Fee	
		Fee Rate (%)	Revenue ($)	Fee Rate (%)	Revenue ($)	Fee Rate (%)	Revenue ($)
#1							
#2							
#3							

1. What is the length of the term of your franchise agreement (i.e. 5 years, 10 years, etc)? _____

2. Does your city receive any other form of compensation as a result of your franchises? *(Yes/No)* _____

If yes, describe: _____

3. Does the city have a general business license fee/tax which telecom providers must pay? *(Yes/No)* _____

If yes, how much business license revenue was collected from telecom providers in FY 2010-11? $ _____

What is the business license rate and methodology? _____

Is the franchise fee offset by the business license fee/tax or does the telecom provider pay both? Please explain.

_____

4. Does your city charge a permit fee for working in the right of way? *(Yes/No)* _____

If yes, do your city's telecom franchise agreements waive permit fees for franchised telecom providers? *(Yes/No)* _____

If NO, how much permit fee revenue was collected from telecom providers in FY 2010-11? $ _____

Cell Tower/Antenna Siting

5. How many cellular towers or antennas are located within the city? _____

6. Is city property being used as a site for any of these telecommunications towers or antennas? *(Yes/No)* _____

If yes, what is the monthly lease rate? _____

7. Does your city charge for wireless attachments on utility poles in the right of way? *(Yes/No)* _____

If yes, please indicate how the fee is collected and the amount? (i.e. monthly fee, percent of gross revenue) $ _____

CABLE TV/VIDEO FRANCHISES

NOTE: For cable franchise revenue, please do not include other revenues the city may receive from the provider including, but not limited to: capital contributions (i.e. PEG access) or cost-based fees (i.e. ROW fees).

FY 2010-11 - Cable TV/Video Franchise Fee/Tax Rates and Revenues

Cable TV/Video Company		Franchise Fee		Privilege Tax	
		Fee Rate (%)	Revenue ($)	Fee Rate (%)	Revenue ($)
#1					
#2					

FY 2009-10 - Cable TV/Video Franchise Fee/Tax Rates and Revenues

Cable TV/Cable Company (same order as previous page)		Franchise Fee		Privilege Tax	
		Fee Rate (%)	Revenue ($)	Fee Rate (%)	Revenue ($)
#1					
#2					

FY 2008-09 - Cable TV/Video Franchise Fee/Tax Rates and Revenues

Cable TV/Video Company (same order as above)		Franchise Fee		Privilege Tax	
		Fee Rate (%)	Revenue ($)	Fee Rate (%)	Revenue ($)
#1					
#2					

8. What is the length of the term of your franchise agreement (i.e. 5 years, 10 years, etc)? _____

1-80

1-81

9. Does your city's cable provider provide Voice-Over-Internet-Protocol (VoIP) if so does your franchise fee include revenue from this service? *(Yes/No)* _____ If yes, what is the annual revenue? $ _____

10. Does the city's cable franchise agreements include additional service provisions? (i.e. community access provisions) *(Yes/No)* _____

If yes, please list the services provided by each cable company? _____

_____

11. Does the city have a general business license fee/tax which cable providers must pay? *(Yes/No)* _____

If yes, how much business license revenue was collected from cable providers in FY 2010-11? $ _____

What is the business license rate and methodology? _____

Is the franchise fee offset by the business license fee/tax or does the cable provider pay both? Please explain.

_____

IN-LIEU-OF FRANCHISE FEES*

FY 2010-11 - In-Lieu-Of Franchise Fee Rates and Revenues

Utility	Indicate if the Utility is:		In-Lieu-Of Franchise Fee	
	City Owned	Special District	Fee Rate (%)	Revenue ($)
Telecommunications				
Cable				
Water				
Wastewater				
Electric				
Other				

* Some cities collect a fee from municipal utilities for their use of the right of way. This fee is in-lieu-of a franchise fee, and the rate is a percentage of revenues for each utility. In-lieu-of franchise fees are different than in-lieu-of property tax payments, so please exclude the latter.

The data in the next worksheet (section2) will be used to update LOC's Franchise Fee Survey for electric, natural gas, water, and other franchises. **Since the telecom and cable sections are the highest priorities**, if you have limited time you can return the survey with only section 1 completed.

THANK YOU!

ELECTRIC FRANCHISES

FY 2010-11 - Electric Franchise Fee/Tax Rates and Revenues

Electric Provider	Franchise Fee		Privilege Tax	
	Fee Rate (%)	Revenue ($)	Fee Rate (%)	Revenue ($)

What is the length of the term of your franchise agreement (i.e. 5 years, 10 years, etc)? _____

NATURAL GAS FRANCHISES

FY 2010-11 - Natural Gas Franchise Fee/Tax Rates and Revenues

Natural Gas Provider	Franchise Fee		Privilege Tax	
	Fee Rate (%)	Revenue ($)	Fee Rate (%)	Revenue ($)

What is the length of the term of your franchise agreement (i.e. 5 years, 10 years, etc)? _____

SOLID WASTE FRANCHISES

FY 2010-11 - Solid Waste Franchise Fee/Tax Rates and Revenues

Solid Waste Provider	Franchise Fee		Privilege Tax	
	Fee Rate (%)	Revenue ($)	Fee Rate (%)	Revenue ($)

What is the length of the term of your franchise agreement (i.e. 5 years, 10 years, etc)? _____

WATER FRANCHISES

FY 2010-11 - Water Franchise Fee/Tax Rates and Revenues *(If not in in-lieu-of franchise fee section)*

Water Utility	Franchise Fee		Privilege Tax	
	Fee Rate (%)	Revenue ($)	Fee Rate (%)	Revenue ($)

What is the length of the term of your franchise agreement (i.e. 5 years, 10 years, etc)? _____

WASTEWATER FRANCHISES

FY 2010-11 - Wastewater Franchise Fee/Tax Rates and Revenues *(If not in in-lieu-of franchise fee section)*

Wastewater Utility	Franchise Fee		Privilege Tax	
	Fee Rate (%)	Revenue ($)	Fee Rate (%)	Revenue ($)

What is the length of the term of your franchise agreement (i.e. 5 years, 10 years, etc)? _____

OTHER FRANCHISES

FY 2010-11 - Other Franchise Fee/Tax Rates and Revenues *For example Street Light ROW use fees, Ambulance ROW use fees, etc.*

Other Utility/Service Provider	Franchise Fee		Privilege Tax	
	Fee Rate (%)	Revenue ($)	Fee Rate (%)	Revenue ($)