



MEETING AGENDA

City Council

Wednesday, May 27, 2026, at 6:30 p.m.

Maupin Civic Center (507 Grant Ave.) and virtually on Zoom:

<https://us02web.zoom.us/j/84802522147?pwd=SlZHSndod2RhY09NRE8xN0JOdjRWZz09> or dial 1-253-215-8782 (Meeting ID: 848 0252 2147 Passcode: 978965)

PUBLIC COMMENT: Individuals wishing to address City Council on items not already listed on the Agenda may do so during the Public Comment item on the Agenda. The maximum amount of time for all public comments under the Agenda item will be 15 minutes. Council will not engage in dialogue but can consider scheduling any matter as an Agenda item at a future Council Meeting. At other times throughout the meeting, please wait for the current speaker to conclude and raise your hand to be recognized by the Mayor for direction. Speakers are required to give their name and address. Please limit comments to three minutes, unless extended by the Mayor.

PLEASE NOTE: With the exception of Public Hearings, the Agenda is subject to last minute changes; times are approximate – please arrive early. Meetings are ADA accessible. For special accommodations please contact the City Recorder in advance at 541-395-2698. *Las reuniones son ADA accesibles. Por tipo de alojamiento especiales, por favor póngase en contacto con la registrador de la ciudad 541-395-2698.*

6:30 p.m.	Call to Order / Roll Call of City Council and Staff / Pledge of Allegiance
	Consent Agenda
	Public Comment
6:40 p.m.	Reports
6:50 p.m.	Discussion: Library Board Position
7:00 p.m.	Discussion: Right of Way (ROW) Ordinance
8:00 p.m.	Communications
Executive Session	ORS 192.660(2)(h): To consult with counsel concerning the legal rights and duties of a public body with regard to current litigation or litigation likely to be filed.
8:15 p.m.	Adjourn



CONSENT AGENDA

Items of a routine and non-controversial nature are placed on the Consent Agenda to allow the Council to spend its time on significant items and issues. Any Council member may request that an item be withdrawn from the Consent Agenda and be placed in the business section of the Agenda.

DOCUMENTS

[4.22.2026 DRAFT City Council Minutes](#)

[2026 April Monthly Finance Report](#)

[April Invoices Paid for the Month](#)

MOTION

I move to approve the Consent Agenda as presented.



MINUTES

City Council Meeting

Wednesday, April 22, 2026

Maupin Civic Center (507 Grant Avenue) and virtually on Zoom

Call to Order / Roll call of City Council and Staff / Pledge of Allegiance

Mayor Beatty called the regular session meeting to order at 6:31 p.m. Roll call of City Council and Staff was conducted by City Recorder Wolfe. Pledge of Allegiance led by Mayor Beatty.

EA=Excused Absent

Presiding: Mayor Beatty

Council Present: Tom Troutman, Shelby Dumire, Mike Foreaker, Matthias Kesler, Randy Bechtol

Council Absent: Kathy Peck EA

Staff Present: City Recorder Christine Wolfe, Admin. Asst. Doni Van Dolah, Attorney Ruben Cleaveland

Staff Absent: City Manager Nick Smith EA

Visitors Present: Jordan Belozer, Alex Carr, Bailey Udey, Ron Walp, Allison Bechtol, Madeline Rhoades, Becky Kelly, Andy Kreipe, Ken Hemphill, Jeff Hurt, Medy Gantz, Rod Woodside, Vicki Ballou, Michael (No last name), Mark and Heather John

Consent Agenda

Councilor Bechtol moved to approve the consent agenda.

Councilor Dumire second. The motion passed unanimously on a 5-0 vote. (Ayes: Carol Beatty, Shelby Dumire, Mike Foreaker, Matthias Kesler, Randy Bechtol. Nays: None). Mayor Beatty stated there would be no executive meeting. It was removed from the agenda.

Public Comment

Mayor Beatty reminded the public about public comment procedures.

Allison Bechtol, Maupin read a letter to council regarding recent fire incidents in Maupin, she raised concerns about fire risk management and suggested improvements to permit processes and public notification.

Medy Gantz, Maupin from the Garden Club gave a shout out to the City of Maupin, the Library Foundation, and Chamber of Commerce for donating new outdoor furniture and acknowledged the city workers who helped install it.

Reports

Councilor Bechtol raised the issue of the timeline for bringing the city's website into ADA compliance by 2028. Recorder Wolfe expressed interest in securing a new IT firm to manage and update the city's webpage.

Mayor Beatty shared an update from the school district, highlighting student activities and achievements. She presented an etched thermos created by students, showcasing hands-on learning and creative work within the district.

Discussion: Chamber Budget

Director Belozer presented the Chamber of Commerce budget. She explained that the Chamber's approach is to maintain balanced spending rather than carry large excess funds in its checking account. The current budget reflects a deficit, which is being covered by reserves carried over from previous years.

	She reviewed key revenue sources, including lodging tax funds, membership dues, and event fees, and noted increased expenses such as higher event coordinator costs and the purchase of new trikes for trike race events. Director Belozer also indicated that, moving forward, she plans to submit the Chamber's budget each November and formally request placement on the council agenda at that time for review.
Discussion: Economic Development Vision Report	Councilor Foreaker presented the mission and goals of the Economic Development Committee. The committee's mission centers on three key focus areas: supporting the retirement community, strengthening the tourism economy, and promoting education and innovation. Foreaker outlined four primary goals to achieve this mission: increasing visitor numbers, supporting existing businesses, developing sustainable business opportunities, and strengthening school-related programs. The council discussed the Economic Development Vision Report, which aligns with these priorities and emphasizes positioning the area as a hub for tourism and recreation, an attractive retirement destination, and a center for education and innovation. Additional discussion included the idea of offering no-cost consultation services to support business development. The council explored possible funding sources for this initiative, such as utilizing lodging tax revenue or incorporating the service into the Chamber of Commerce's contracted responsibilities. The council also discussed scheduling future work sessions dedicated to each committee to further develop goals and implementation strategies.
Discussion: Chicken and Light Draft	Planner Suze Riley presented proposed updates to ordinances on both chickens and lighting. For the chicken ordinance, the proposal would allow up to 6 chickens per household, plus 2 additional chickens per child involved in 4-H. It includes rules for enclosures, setbacks, and prohibits roosters, with enforcement handled by the city manager. Council members raised concerns about the chicken limits, how enforcement would work, and whether definitions were clear enough. They also discussed possibly increasing permit fees, adding stricter penalties for violations, and refining property size and setback requirements. Riley noted she will revise the ordinance and bring it back to the next meeting. For the lighting ordinance, Riley explained DLCD needs a 35-day state notice before Planning Commission hearings if code amendments proceed. The proposal addresses issues excessive lighting in new construction, requiring downward-shielded lights, managing string lights, and preventing light trespass. The council generally supported the proposal, if it does not impose enforcement on existing properties. They also suggested including educational outreach, such as newsletters, to promote proper lighting practices. Riley said she will revise this ordinance as well and return with updates at the next meeting.
Communications	N/A

Adjourn

The next regular meeting will take place on Wednesday, May 27, 2026, at 6:30 p.m.
Mayor Beatty adjourned the meeting at 8:03 p.m.

Respectfully Submitted by Christine Wolfe, City Recorder

Signed: _____
Carol Beatty, Mayor

Attest: _____
Christine Wolfe, City Recorder

DRAFT



City of Maupin
507 Grant Ave.
PO Box 308
Maupin, Oregon 97037

541-395-2698
cwolfe@cityofmaupin.org
cityofmaupin.org

MONTHLY FINANCE REPORT

We, the undersigned, have completed a review of the City of Maupin's fiscal records for the month of April 2026 consisting of the following:

Bank Statements & Reconciliations

(Umpqua (Columbia) Bank, Rivermark Community Credit Union, Local Government Investment Pool)

Accounts Payable

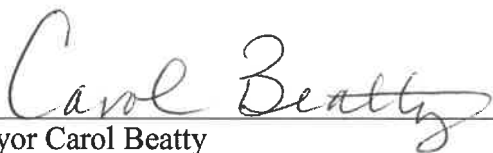
(Invoices & Checks)

Payroll

Finance Summary

We find the records to be accurate and present our signatures for approval.

Dated 14 day of May, 2026



Mayor Carol Beatty



City Manager, Nick Smith

**CITY OF MAUPIN
INVOICES PAID FOR THE MONTH**

April-26

Creditor:	Total	City	Water	Sewer	Street	Park	Fire	SWC Library	Street Impro
American Business Software	119.40	39.80	39.80	39.80					
Anderson Perry / Water Tower	28.75		28.75						
Barnett Towing & Service	116.00		58.00	58.00					
Beechler, Michael / mileage for testing (2 months)	272.60			272.60					
Bohn's Printing	131.77	131.77							
Central Oregon Heating	1,140.00	1,140.00							
City of Maupin / Parks (water, sewer, recycle)	1,307.91					1,307.91			
City of Maupin / Parks (TLT 1st QTR)	106.78					106.78			
City of The Dalles	40.00		40.00						
Columbia River Affordable Portables	185.00					185.00			
CNA Surety	100.00	100.00							
Elan Financial Service (Credit card)	2,397.58	714.84	95.12			151.08		1,436.54	
Eurofins Environment Testing Northwest	464.00			464.00					
Kenekt'd Interneet Services / WiFi	509.90	74.99	29.99	30.00		222.45	117.48	34.99	
Marcum, Kyle / Mileage / Redmond	108.75				108.75				
Maupin Country Store & Hardware	353.95	19.99	219.18		32.36	82.42			
Oregon DOR /Parks TLT 1st QTR	258.78					258.78			
Oregon DOT / auto plate program	12.00	12.00							
Oxarc	2,093.94		1,080.60	1,013.34					
Pacer Propane	293.45	167.55				125.90			
Qlife - Franchise pass thru	334.39	334.39							
Richmond, David	195.75						195.75		
Richmond's Service	1,011.00		424.31	274.31	34.00	124.36	154.02		
Southside Bank	21,028.54	21,028.54							
The Dalles Disposal	1,569.78	1,000.00				569.78			
USA Blue Book	525.06			525.06					
VanKoten & Cleveland LLC	2,350.45	2350.45							
Verizon (2 Months)	1,049.04	345.64	260.24	89.44		174.84	89.44	89.44	
Vestis	217.04	86.82						130.22	
Wasco County / Emergency Op Plan Update	1,000.00	1000.00							
Wasco Electric	5,122.68	399.36	1,514.42	814.19	1,175.35	710.29	132.59	376.48	
	-								
	44,444.29	28,946.14	3,790.41	3,580.74	1,350.46	4,019.59	689.28	2,067.67	-
	44,444.29								



PUBLIC COMMENT

City Council places great value on testimony from the public. This time is set-aside for the public to speak on any subject which does not later appear on the agenda. Three minutes per person will be allowed. The maximum amount of time for all public comments under this agenda item will be 15 minutes. Council will not engage in dialogue but can consider scheduling any matter as an agenda item at a future Council Meeting.

People who wish to testify are encouraged to provide written summaries; recognize that substance, not length, determines the value of testimony; endorse, rather than repeat, testimony of other witnesses with whom you agree. Thank you for taking the time to present your views.



REPORTS

6:40 p.m.

DOCUMENTS

[City Manager Report](#) (Handout at meeting)

[Mayor Report](#) (Handout at meeting)

[Southern Wasco County Library Report](#)

[Chamber Report](#)

SOUTHERN WASCO COUNTY LIBRARY REPORT TO THE MAUPIN CITY COUNCIL

April 2026

This report summarizes operational metrics and community impact for April 2026 and presents the library as a vital community hub serving Maupin and surrounding residents.

619 Total Visits	20.6 Avg Daily Visits	574 Items Circulated	246 Program & Meeting Attendance
106 Reference Transactions	31 Wi-Fi Uses	5 New Patrons Registered	

Library Service Snapshot

The library experienced steady service demand and strong community programming throughout the month, accompanied by the continued use of our print, media, and specialty collections.

Programming & Audience Participation

YA and multi-generational participation led the month.

Audience	Attendance
Young Adult (YA)	62
Multi-Generational	61
Kids	56
Adult	41
Meetings	26

Circulation & Collection Use

Fiction, DVDs, and picture books were the strongest circulation categories.

Fiction	170	Large Print	20
DVDs	88	Library of Things	18
Picture Books	64	Junior Series	16
Non-Fiction	63	YA Fiction	15
Jr Graphic Novels	32	Early Readers	10
Jr/Child Non-Fiction	30	YA Graphic Novels	8
Junior Fiction	23	Board Books	7

Community Trends & Operational Notes

- Thursday was the highest-traffic day at 180 visits.
- Weekend traffic remained light, with Sunday recording 37 visits and Saturday recording 36 visits.
- Only 5 new patrons were added this month.
- Volunteer hours were recorded at 0.
- April totals reflect strong programming, steady service demand, and healthy circulation across print, media, and specialty collections.

* Patron visits by day were highest on Thursday, followed by Monday (107) and Wednesday (106).



Report to City of Maupin May 2026

Maupin Daze: 5/16/26

Thank you to everyone who attended Maupin Daze! It was a great day filled with happy vendors, 5/10K participants, parade participants, and attendees. Thank you to city employees Kyle and David, who helped with road closures, parking arrangements, moving trash bins, and the parade. The ventriloquist and the band offered great performances. Smiles all around! A photographer from Visit Central Oregon was also in attendance. We look forward to seeing his captures soon. We've ordered more "no parking" signs and have some great ideas on how to make next year even better!

Recreation Map: We've been working with Travel Oregon and other state and local agencies to create a recreation map of South Wasco and Jefferson counties, which will be released this summer. These fold-out maps are a great tool for folks to learn about recreation opportunities in our area. We will distribute the maps to local businesses when they arrive.

Visitor's Guides: The 2026 South Wasco County Visitor's Guides are here! They've been distributed to most locations already, but please let us know if you need more at your location. We will be restocking as needed.

Marketing Campaign: Our current marketing campaign is live! We're partnering with Visit Central Oregon to create a media marketing campaign that will run May-July of this year. VCO created a co-op program in which they match our marketing dollars, in effect doubling our marketing budget. This campaign will include social media, email marketing, and Google Performance Max. VCO will also be sending a photographer to Maupin for Troutfest to gather even more media for the campaign.

Troutfest: May 29-31, 2026

Join the Deschutes River Alliance down at the Oasis Riverview Campground for a weekend of fishy fun! They will have the usual industry, food, and beverage vendors, as well as speakers and classes throughout the weekend.

Maupin Madness: June 11-14, 2026

Maupin Madness continues to run for its 13th year! Festivities will be happening all weekend at the Oasis Riverview Campground, but the poker run on Saturday, the 13th is when you'll see most of the action with up to 100 bikes gathering in Kaiser Park as they set off at 9am.

Next Board Meeting: Thursday, June 18th, 4pm at Maupin Works



DISCUSSION: LIBRARY BOARD POSITION

6:50 p.m.

DOCUMENTS

[Library Board Letter Mary Beechler](#)

[Library Board Position Jim Thompson](#)

MOTION

I move to recommend Jim Thompson for the Wasco County Library Service District Board.

Hello all,

I have had so many good years (15+) on the library board representing Maupin and have learned so, so much. I have an opportunity to take that experience and serve the library world at the OR state level on their board. So I am resigning my position (which expires 10/2027) on the Wasco County board effective July 1, 2026.

Since this position is appointed first by the city of Maupin and then accepted by the county commissioners, I am hoping there is enough time to get all entities informed and a replacement appointed so that there is not a lapse in Maupin's representation.

Valerie has found a willing replacement from Maupin, Jim Thompson, who has done background research about the role, met with Val and I, and attended a county meeting to get a feel for it all. Truly going to be a dedicated board member I predict. I hope you will appoint him!

If I understand the processes correctly, I believe the city of Maupin accepts my resignation at a council meeting and appoints the replacement, then submits that name to the county commissioners in time for them to accept the new person by one of their 2 meetings in June. I am sure the district librarian Jeff Wavrunek can clarify/assist with these steps.

I appreciate the support the greater Maupin community shows for their library and know it will continue to thrive with Valerie at the helm supported by such a wonderful district librarian and board.

Do let me know anything I can do to make this transition smooth.

Keep reading...and asking questions.
Mary Beechler
541-993-2600

May 11, 2026

TO: Maupin City Council
Nick Smith, City Manager
Valerie Stephenson

FROM: Jim Thompson

A handwritten signature in dark ink, appearing to read "Jim Thompson", is written over the printed name.

RE: Wasco County Library Service District Board Position

For small communities to survive and thrive, their residents must be willing to step up and serve. My interest in serving on the Board of the Wasco County Library Service District is to that very end. Libraries serve an important and vital role in the community's well-being and I am very committed to a prosperous and healthy Maupin and surrounding areas. In particular, we should be very proud of our own hometown library, and I will serve to protect and enhance this local treasure.

Thank you for considering my nomination.



DISCUSSION: RIGHT OF WAY (ROW) ORDINANCE

7:00 p.m.

DOCUMENTS

[336 Ordinance DRAFT – ROW](#)

[ROW Fee Schedule DRAFT](#)

MOTION

N/A

CITY OF MAUPIN

DRAFT

ORDINANCE NO: _____

**AN ORDINANCE OF THE CITY OF MAUPIN PROVIDING FOR A UTILITY
LICENSE FEE AND REGULATION OF USE OF CITY RIGHTS-OF-WAY UNDER
CHAPTER 14 OF THE MAUPIN MUNICIPAL CODE**

WHEREAS, the Common Council of the City of Maupin (“City”) has constitutional, statutory, and charter authority to manage its public rights-of-way and to receive compensation for private use of the rights-of-way, consistent with applicable state and federal law;

WHEREAS, the public rights-of-way are valuable community assets for transportation, utility services, and delivery of other essential services to community members while also serving an aesthetic function of providing character to the City;

WHEREAS, prior to the enactment of this Ordinance, the City generally granted individually negotiated franchises to each utility using the City’s rights-of-way to provide utility services, which franchises set forth the terms of use and compensation to be paid for such use;

WHEREAS, the City determined that it can more effectively, efficiently, fairly, and uniformly manage the public rights-of-way and provide consistent standards for use of the public rights-of-way through a generally applicable code rather than individual franchises, unless otherwise required by state or federal law; and

WHEREAS, this Ordinance incorporates as findings Section 14.10.010 (Purpose) of the Maupin Municipal Code Chapter 14.10, attached as Exhibit A.

**NOW, THEREFORE, BASED ON THE FOREGOING, THE CITY OF MAUPIN
ORDAINS AS FOLLOWS:**

Section 1: **Chapter 14.10 Adopted.** The City of Maupin hereby adopts Chapter 14.10, as attached hereto and incorporated herein as Exhibit A, to be added to Chapter 14 of the Maupin Municipal Code as codified.

Section 2: **Severability.** A determination of invalidity or unconstitutionality by a court of competent jurisdiction of any clause, sentence, paragraph, section, or part of this Ordinance shall not affect the validity of the remaining parts to this Ordinance.

Section 3: **Effective Date.** This Ordinance shall become effective 30 days after its date of adoption.

PASSED by the Maupin City Council this _____ day of _____, 2026.

Ayes: _____; Nos: _____; Absent: _____; Abstain: _____.

Carol Beatty, Mayor

ATTEST:

Christine Wolfe, City Recorder

EXHIBIT A

Chapter 14.10

REGULATION OF UTILITY USE OF CITY RIGHTS-OF-WAY

Sections:

14.10.010	Purpose
14.10.020	Jurisdiction and Management
14.10.030	Regulatory Fees and Compensation not a Tax
14.10.040	Definitions
14.10.050	Other City Laws
14.10.060	Administration
14.10.070	Registration
14.10.080	ROW Licenses
14.10.090	Construction and Restoration
14.10.100	Location of Facilities
14.10.110	Leased Capacity
14.10.120	Maintenance
14.10.130	Vacation of Public Rights-of-Way
14.10.140	Rights-of-Way Use and Access Fees
14.10.150	Penalties and Interest on Fees
14.10.160	Audits (Formal and Informal) and Records Requests
14.10.170	Insurance and Indemnification
14.10.180	Compliance
14.10.190	Confidential/Proprietary Information
14.10.200	City Permission Required
14.10.210	Dispute Resolution; Violation and Penalties
14.10.220	Severability and Preemption
14.10.230	Application to Existing Agreements

14.10.010 Purpose

The purpose of this Chapter is to:

- (1) Permit and manage reasonable access to and utilization of the public rights-of-way of the City for utility services purposes and conserve the limited physical capacity, integrity, and longevity of those public rights-of-way held in trust by the City consistent with applicable state and federal law;
- (2) Secure fair and reasonable compensation to the City, who have invested substantial public funds to acquire, build, and maintain the public rights-of-way and City-owned structures and improvements therein, from utilities that benefit from use of this public asset;
- (3) Ensure that all persons owning or operating utility facilities or providing utility services within the City register and comply with the ordinances, rules, policies, and other regulations of the City, as well as with applicable provisions of state and federal law;

- (4) Ensure that the City can continue to fairly and responsibly protect the public health, safety, and welfare of its residents;
- (5) Encourage the provision of high-quality utility services on the widest possible basis to the residents, businesses and visitors within the City's territorial and jurisdictional boundaries, while allowing the City to be resilient and adaptive to changes in technology;
- (6) Allow the City to enter into other or additional agreements with person(s), if required by applicable law, and to amend the requirements of this Chapter and the City regulations, as new technology is developed and deployed;

14.10.020 Jurisdiction and Management

- (1) The City has jurisdiction and exercises regulatory management over all public rights-of-way within the City under authority of the Oregon Constitution, the City Charter, and state law.
- (2) The City has jurisdiction and exercises regulatory management over each public right-of-way, whether the City has a fee, easement, or any other legal interest in such public right-of-way, and whether the legal interest in the public right-of-way was obtained by grant, dedication, prescription, reservation, condemnation, annexation, foreclosure, or any other means.
- (3) The exercise of jurisdiction and regulatory management over a public right-of-way by the City is not official acceptance of such public right-of-way, and does not obligate the City to maintain or repair any part of such right-of-way.
- (4) The provisions of this Chapter are subject to and shall be applied consistently with applicable state and federal laws, rules, and regulations, and, to the extent possible, will be interpreted to be consistent with such laws, rules, and regulations. Nothing in this Chapter will be interpreted, deemed, or applied in a manner that authorizes or requires the City, its Council, Commissions, Boards, officials, directors, managers, employees, agents, contractors, or volunteers to violate applicable state or federal laws, rules, or regulations.
- (5) The provisions of this Chapter do not apply to solid waste management franchisees.

14.10.030 Regulatory Fees and Compensation Not a Tax

- (1) The fees and costs provided for in this Chapter, and any compensation charged and paid as prescribed in this Chapter, are separate from, and in addition to, any and all other federal, state, county, or city charges, including without limitation, any permit fee or any other generally applicable fee, tax, or charge on the business, occupation, property, or income, as may be levied, imposed, or due from any person, its customers, or subscribers, on account of the lease, sale, delivery, or transmission of utility services.
- (2) The City has determined that any fees, costs, or other charges provided in this Chapter are not subject to the property tax limitations of Article XI, Sections 11 and 11b of the Oregon Constitution. These fees, costs, or other charges are not imposed on property or property owners.

- (3) The fees, costs, and other charges provided for in this Chapter are subject to applicable federal and state laws.

14.10.040 Definitions

The following words are defined as follows for the purposes of this Chapter, unless the context clearly indicates or requires a different meaning or otherwise specifies.

- (1) "Cable service" is to be defined consistent with 47 U.S.C. Section 522(6), as may be amended or superseded, and means the one-way transmission to subscribers of (a) video programming, or (b) other programming service; and subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- (2) "Calendar year" means January 1 to December 31, unless otherwise noted.
- (3) "City" means the City of Maupin, Oregon, a municipal corporation, and its governing authority, and/or its duly appointed and authorized agents. In addition, the "City" may refer to all the territory within its corporate boundaries and as such may change from time to time.
- (4) "City Council" means the City Council of the City of Maupin.
- (5) "City facilities" means City owned structures or equipment located within the public rights-of-way or public easement used for governmental purposes including, but not limited to, fiber-optic cable, streetlights, traffic signals, sanitary sewer, stormwater, or water infrastructure such as related pipes, manholes, catch basins, wires, conduit, valves, vaults, and appurtenances.
- (6) "City standards" means all the ordinances, codes, regulations, rules, and policies of the City, as may be amended.
- (7) "Communication 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, and whether or not the transmission medium is owned by the provider itself. Communications services includes all forms of telephone services and voice, video, data, or information transport, but does not include: (a) cable service; (b) open video system service, as defined in 47 CFR Section 76; (c) over-the-air radio or television broadcasting to the public-at-large from facilities licensed by the Federal Communications Commission or any successor thereto; (d) communications provided over a private communications system or a public communications system; and (e) direct-to-home satellite service within the meaning of Section 602 of the Telecommunications Act.
- (8) "Construction" means any activity in the public right-of-way resulting in physical change thereto, including excavation or placement of structures.
- (9) "Days" mean calendar days, unless otherwise noted.
- (10) "Emergency" means a circumstance in which immediate work to facilities is necessary to restore lost service or prevent immediate harm to persons or property.

(11) "Federal Communications Commission" or "FCC" means the federal administrative agency, or its lawful successor, authorized to regulate and oversee telecommunication carriers, services, and providers, on a national level.

(12) "Gross revenue" means revenues earned or derived from the operation of utility facilities (including revenue derived from any use, rental and/or lease of the facilities to other person(s)), and/or the provision of utility service(s) within the city, without deduction for expense, less net write-off of uncollectable accounts, subject to all applicable limitations in federal and state law. Gross revenues include revenues of any wholly owned subsidiaries of a utility service operator earned or derived from the use or operation of utility facilities within the city.

(13) "License" or "ROW License" means the authorization granted by the City to a person(s) pursuant to this Chapter.

(14) "Licensee" means any person that is subject to the ROW License requirement of this Chapter or has a valid ROW License issued by the City.

(15) "Person" means and includes any individual, firm, sole proprietorship, corporation, company, partnership, co-partnership, joint-stock company, trust, limited liability company, association, local service district, governmental entity, or other organization, including any natural person or any other legal entity, but excluding the City.

(16) "Private communications system" means a communications system owned by a utility operator for the operator's exclusive use for internal communications and not for sale or resale, including trade, barter, or other exchange of value, directly or indirectly, to any person.

(17) "Public communications system" means any system owned or operated by a government entity or entities that are primarily for use for internal communications or communications with other government entities, and includes services provided by the state of Oregon pursuant to ORS Sections 190.240 and 283.140. A 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.

(18) "Public rights-of-way", or "Right-of-Way", or "ROW" means and includes, but is not limited to, the space in, upon, above, along, across, over, or under City-owned or controlled public streets, roads, highways, lanes, courts, ways, alleys, boulevards, bridges, sidewalks, public utility easements, public access easements, other public easements and all other public ways or areas generally open to the public for travel, including the subsurface under and air space over these areas. This definition applies only to the extent of the City's right, title, interest, and authority to grant a license or other authorization to occupy and use such areas for utility facilities or provision of utility services. Notwithstanding the foregoing, Public rights-of-way, or Right-of-Way, or ROW does not include parks, parkland, or other City property that is not generally open to the public for

travel except for facilities that provide lighting in public parks.

(19) "Public utility easement" means the space in, upon, above, along, across, over, or under a publicly dedicated easement for the construction, reconstruction, operation, maintenance, inspection, and repair of utility facilities. A public utility easement does not include an easement solely for the construction, reconstruction, operation, maintenance, inspection, and/or repair of City facilities, or where the proposed use by the licensee is inconsistent with the terms of any easement, right-of-way, or other legal right for use or occupancy granted to the City.

(20) "Registrant" means those persons that have a valid, active registration pursuant to Section 14.10.070.

(21) "Small wireless facility" means antenna facilities that are used for the provision of personal wireless service that meets each of the following conditions:

- (a) The facilities (i) are mounted on structures fifty (50) feet or less in height including the antennas, or (ii) are mounted on structures no more than ten percent (10%) taller than other adjacent structures, or (iii) do not extend existing structures on which they are located to a height of more than fifty (50) feet or by more than ten percent, (10%) whichever is greater;
- (b) Each antenna associated with the deployment, excluding associated antenna equipment, is no more than three (3) cubic feet in volume;
- (c) All other wireless equipment associated with the structure, including wireless equipment associated with the antenna and any pre-existing associated equipment on the structure, is no more than twenty-eight (28) cubic feet in volume; and,
- (d) The facilities do not result in human exposure to radio frequency in excess of the applicable safety standards specified in 47 C.F.R. § 1.1307(b).
- (e) "Small wireless facility" does not include fiber, coaxial cable or similar equipment located within the right-of-way, other than wireless equipment associated with the structure that meets the criteria set forth in this subsection

(22) "State" means the state of Oregon.

(23) "Structure" means any facility that is placed in the ROW, including but not limited to poles, vaults or manholes, hand holds, junction boxes, conduit, direct bury cable, wires, pedestals, aerial cables or wires, and transformers.

(24) "Telecommunications Act" means the Communications Policy Act of 1934, as amended by subsequent enactments including the Telecommunications Act of 1996 (47 U.S.C., 151 et seq.) and as hereafter amended.

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

(26) "Utility service" means the provision, by means of utility facilities located in the public rights-of-way, whether or not such facilities are owned by the utility service provider, of cable services, communication services, electric energy, natural gas, water, or wireless communications, to or from customers within the corporate boundaries of the City, or the transmission of any of these services through the City whether or not customers within the City are served by those transmissions.

(27) "Utility service operator" or "Operator" means any person who owns, places, operates, or maintains a utility facility within the City, whether or not the person provides utility service to customers within the City.

(28) "Utility service provider" or "Provider" means any person who provides utility service to customers within the City limits, whether or not any facilities in the ROW are owned by such provider.

(29) "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.

14.10.050 Other City Laws

(1) Every utility services operator and every person that provides utility services within the City, whether such person owns facilities or not, must comply with all applicable City codes, rules, or requirements of the City of Maupin.

(2) Nothing in this Chapter shall be construed to limit the right of City to require persons to pay permit fees or reasonable costs incurred by City in connection with the issuance of a permit, making an inspection, or performing any other service for or in connection with utility service provided in the City.

14.10.060 Administration

(1) This Chapter will be administered by the City, its staff or duly appointed representative. The City Council may adopt, amend, and repeal procedures, forms, administrative rules, and written policies, for administering this Chapter or delegate same powers to the City Manager.

(2) If a conflict exists between two City code provisions, one of them a general requirement and the other a specific requirement, the more specific requirement will operate as an exception to the general requirement regardless of the priority of enactment.

14.10.070 Registration

- (1) Registration Required. Every person who 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 on forms provided by the City. Every person providing utility services to customers within the City as of the effective date of this Chapter shall register within forty-five (45) days of the later of (a) the effective date of this Chapter, or (b) the expiration of a valid franchise from the City. Persons with a valid unexpired ROW license or franchise are not required to register.
- (2) Registration Term. The registration granted pursuant to this Chapter will be effective the earlier of the date it is issued by the City or the date services were first provided within the City under this Chapter, and will have a term of five (5) calendar years beginning: (1) January 1st of the year in which the registration took effect for registrations that took effect between January 1st and June 30th; or (2) January 1st of the year after the registration took effect for registrations that became effective between July 1st and December 31st.
- (3) Registration Application. The registration must be on a form provided by the City and must be accompanied by any additional documents required by the City, in the City's sole discretion and at no cost to 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 list the facilities over which the utility services shall be provided. Failure to receive or secure the form provided by the City does not relieve any person from the obligation to register and pay the associated fees or comply with this Section.
- (4) Registration Application and Renewal Fee. Each application for new and renewal registration must be accompanied by a nonrefundable registration fee in an amount determined by resolution of the City Council.
- (5) Changes to Information Contained on the Registration Application. Within thirty (30) days of a change to the information contained in the application, the applicant shall notify the City in writing of such change(s).
- (6) Renewal. At least thirty (30), but no more than one hundred twenty (120), calendar days before the expiration of a registration granted under this Section, a provider seeking renewal of its registration must submit a renewal registration application to the City, including all information and fees required in this Section. If the City determines that the applicant is in violation of the terms of this Chapter or any other City codes, rules, or regulations at the time it submits its application, the City may require, by a written notice, that the applicant cure the violation before the City will consider the application or grant the registration.

14.10.080 ROW Licenses

- (1) Who Must Apply. Every utility services operator must at all times have a valid ROW License from the City unless the utility services operator has a valid unexpired franchise agreement from the City that is in effect.
- (2) When is Application Required. Every person must obtain a ROW license prior to placing any utility facilities in the public rights-of-way. Every utility services operator as of the effective date of

this Chapter must apply for a ROW license from the City within forty-five (45) days of the later of (a) the effective date of this Chapter, or (b) the expiration of a valid franchise from the City, unless a new agreement is granted by the City.

(3) ROW License Application. The ROW license application must be on a form provided by the City, and accompanied by any additional documents required by the City, in the City's reasonable discretion and at no cost to the City, to allow the City to easily identify the applicant, its legal status, including its authorization to do business in the state of Oregon, a description of the applicant's utility facilities, the specific service(s) to be provided, if any, and other information that the City determines, in its sole discretion. Such information shall be provided at no cost to the City, as necessary to determine the applicant's ability to comply with the terms of this Chapter and all other applicable City standards.

(4) ROW License Application Fee and Renewal Fee. The application and renewal application must be accompanied by a nonrefundable application fee set by this Chapter or as amended by resolution of the City Council.

(5) Determination by City. The City will issue, within a reasonable time after having received a duly filed application, 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 application will be evaluated based upon ability to comply with provisions of this Chapter, the continuing capacity of the public rights-of-way to accommodate the applicant's proposed utility facilities, and the applicable federal, state and local laws, rules, regulations, and policies.

(6) Changes to Information Contained on the ROW License Application. Within thirty (30) days of a change to the information contained in the license application, the licensee must notify the City in writing of such change(s).

(7) Authorization Granted.

- (a) A ROW license granted under this Section authorizes the licensee to construct, place, maintain, repair, remove, replace, and operate utility facilities in the public rights-of-way, subject to the provisions of City standards, and other applicable provisions of state and federal law.
- (b) Each ROW license granted under this Section authorizes only those utility facilities applied for by the applicant and approved by the City. The City may approve in one license utility facilities designed to provide more than one type of utility service.
- (c) A ROW license granted under this Chapter is personal to the licensee and may not be assigned, sublicensed, or transferred, in whole or in part, except as permitted by this Chapter.
- (d) A ROW license granted under this Section does not grant, convey, create, or vest in a licensee any real property interest in land, including any fee, leasehold interest, or easement, and does not convey equitable or legal title in the public rights-of-way. The license is subject to all recorded deeds, easements, dedications, conditions, covenants, restrictions, encumbrances, and claims of title of record that may affect the public

rights-of-way. A ROW license granted under this Chapter is not a warranty of title. Licensee expressly acknowledges and agrees to enter on to and use public rights-of-way in its "as-is and with all faults" condition. The City makes no representations or warranties whatsoever, whether express or implied, as to the public rights-of-way's condition or suitability for the intended or proposed utilization. By its acceptance of the ROW license, the licensee expressly acknowledges and agrees that neither the City nor its agents have made, and the City expressly disclaims, any representations or warranties whatsoever, whether express or implied, with respect to the physical, structural, or environmental condition of the public rights-of-way, and the present or future suitability of the public rights-of-way.

- (e) The issuance of a ROW license does not constitute a waiver or bar to the City's exercise of any governmental right or power, including without limitation the City's police powers and regulatory powers, regardless of whether such powers existed or were exercised before or after the license is issued.

(8) Term of ROW License. Subject to the termination provisions in Subsection (14) of this Section 14.10.080, the ROW license granted pursuant to this Section will be effective the earlier of the date it is issued by the City or the date services were first provided within the City, and will have a term of five (5) calendar years beginning: (1) January 1st of the year in which the license took effect for licenses that took effect between January 1st and June 30th; or (2) January 1st of the year after the license took effect for licenses that become effective between July 1st and December 31st.

(9) ROW License Nonexclusive. No ROW license granted pursuant to this Section will confer any exclusive right, privilege, license, or franchise to occupy or use the public rights-of-way for delivery of utility services or any other purpose. The City expressly reserves the right to grant licenses, franchises, or other authorizations to other persons, as well as the City's right to use the public rights-of-way, for similar or different purposes. Provided, however, that the geographic area of the authorization granted by a ROW license pursuant to this Section shall be consistent with any utilities' exclusive service territories as delineated by the Oregon Public Utility Commission (PUC) or as set forth under state law, rules or other delineated territory.

(10) Reservation of City Rights. The City reserves all rights, title, and interest in its public rights-of-way. A license granted under this Section does not prevent the City from exercising any of its rights, including without limitation grading, paving, repairing, or altering any public 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 work, construction, repair, replacement, alteration or removal of any rights-of-way, public work, City utility, City improvement, or City facility, licensee's facilities shall be removed or relocated as provided in Section 4.10.100, in a manner acceptable to City and consistent with City standards and industry engineering and safety codes.

(11) Multiple Services.

- (a) A licensee that provides or transmits utility services over its facilities is subject to the ROW license and fee requirements of this Chapter for the portion of the

facilities and extent of utility services delivered over those facilities.

- (b) A licensee that provides or transmits more than one utility service over its facilities is not required to obtain a separate ROW license or franchise agreement for each utility service; provided, that it gives notice to the City of each utility service provided or transmitted and pays the applicable fee for each utility service.

(12) Transfer or Assignment. A licensee shall obtain the written consent of the City prior to the transfer, sublicense, or assignment of a license, which consent will not be unreasonably withheld, conditioned, or delayed, unless (1) the licensee demonstrates to the City that state or federal law specifically prohibits the City from requiring its prior written consent, or (2) the license is transferred, sublicensed, or assigned to a person that controls, is controlled by, or is under common control with the licensee. A transfer, sublicense, or assignment that requires City consent will only be authorized by the City if the proposed transferee or assignee is authorized under all applicable federal, state, and local 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, state, and local law to approve such transfer, sublicense, or assignment.

- (a) Without limiting any other rights the City may have to condition its consent, the City may condition its consent to any such transfer, sublicense, or assignment on the transferee, sublicensee, or assignee's written agreement to assume all obligations under the license, this Chapter and other City codes and regulations.
- (b) If a ROW license is transferred, sublicensed, or assigned, whether pursuant to the City's approval or in the event approval is not required by this Section, the transferee, sublicensee, or assignee will become responsible for fulfilling all the obligations under the license with respect to obligations of the licensee at the time of transfer, sublicensee, or assignment. A transfer, sublicense, or assignment of a license does not extend the term of the license. No transfer, sublicense, or assignment may occur until the successor transferee or assignee has provided proof of insurance and additional insured endorsement. In the event approval is not required by this Section, the licensee must provide the City at least thirty (30) days prior written notice of the transfer, sublicense, or assignment.

(13) Renewal. At least sixty (60), but no more than one hundred twenty (120), calendar days before the expiration of a license granted under this Section, a licensee seeking renewal of its license must submit a renewal application to the City, including all information and fees required in this Section. The City will review the application and grant or deny the license within a reasonable time period after the application is duly filed and before the expiration of the current license. If the license is denied, the written determination must include the reasons for denial. If the City determines that the licensee is in violation of the terms of this Chapter or any other City codes, rules, or regulations at the time it submits its application, the City may require, by a written notice, 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 or grant the license.

(14) Termination.

- (a) Termination of a License. The City Manager may terminate the license granted pursuant to this Section for any of the following reasons:
 - (i) Violation of any of the provisions of this Chapter;
 - (ii) Violation of any provision of the license;
 - (iii) Misrepresentation in a license application;
 - (iv) Failure to pay compensation, fees, or costs due the City after final determination by the City of the failure to pay;
 - (v) Failure to restore the public rights-of-way after construction as required by this Chapter or other applicable state and local laws, ordinances, rules, and regulations;
 - (vi) Failure to comply with technical, safety, and engineering standards related to work in the public rights-of-way;
 - (vii) Failure to obtain or maintain any and all licenses, permits, certifications, and other authorizations required by state or federal law for the placement, maintenance, or operation of the utility facilities; or
 - (viii) Violation of any federal, state or local code, rule, regulation, or other legal requirement applicable to the licensee.
- (b) Standards for Termination. In determining whether termination is appropriate, the following factors will be among those considered:
 - (i) Whether the violation was intentional;
 - (ii) The egregiousness of the violation;
 - (iii) The harm that resulted;
 - (iv) The licensee's history of compliance; and
 - (v) The licensee's cooperation in discovering, admitting, and/or curing the violation.
- (c) Before the license is terminated the City Manager must provide a written notice of termination to the licensee with the reasons for termination and the date upon which the termination is effective. The termination date set by the City must consider the public health and safety risks to the utility customers that could arise as a result of the termination of the license, and allow sufficient time for the City to implement a plan to assure continued utility service to the licensee's

customers. Any decision to terminate a license is subject to the Notice and Cure provision set forth in subsection (15), below.

- (d) If a license is terminated by the City, within ninety (90) days the licensee must file a final remittance form with the City stating, "final remittance" and will remit any funds due.
- (e) The final decision terminating a license may be appealed by the licensee or applicant by submitting a written appeal to the City of Maupin City Council within fourteen (14) business days of the date of the final decision. The written notice of appeal must state the reasons why the appellant believes the decision to terminate or deny the license was in error. The City Manager and/or their designee may respond in writing to the appeal within fourteen (14) business days from the date the appeal was received by the City. The City Manager must refer the appeal to the City Council for a hearing no less than sixty (60) calendar days from the date the original appeal was received. Following the hearing, the City Council may either affirm the termination or denial, overturn the termination or denial, or issue another decision in its discretion. The City Council may issue an oral decision, or may deliberate and direct City staff to present a written decision for Council consideration and adoption at a subsequent meeting. The final decision made by the City Council is a quasi-judicial decision and is solely and exclusively appealable by writ of review to the Wasco County Circuit Court, as provided in ORS 34.010 to 34.100.
- (f) The appellate procedure described in Subsection (e), above, shall also apply to final determinations denying a license application under Section 14.10.080(5) or the denying a license renewal application under Section 14.10.080(13).
- (g) Administrative decisions subject to the procedures in Subsection (e) shall be stayed pending appeal to the City Council. Such decisions will not be stayed following Council's final decision unless otherwise validly ordered by the Wasco County Circuit Court.

(15) Notice and Cure. The City will give the licensee written notice of any apparent violations before terminating a license. The notice shall include a statement of the nature and general facts of the violation or noncompliance and provide a reasonable time period no less than thirty (30) days, or longer in the reasonable discretion of the City, for the licensee to demonstrate that the licensee has remained in compliance, that the licensee 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. If the violation or noncompliance cannot reasonably be cured within the time set forth in the City's notice of violation or noncompliance, the City shall not terminate the license provided the licensee demonstrates that it has commenced and is diligently pursuing a cure. If the licensee does not respond within the reasonable time stated in the notice, or if the City determines in its reasonable discretion that the licensee is not, or is no longer, diligently working toward compliance, the City shall determine whether the license will be terminated.

(16) Termination by Licensee. If a licensee ceases to be required to have a license, as defined under this Chapter, the licensee may terminate or surrender its license with a thirty (30) day notice to the City. Licensee may reapply for a license at any time. No refunds or credits will be given for licenses terminated by the licensee or the City.

- (a) Within ninety (90) days of surrendering a license, the licensee must file a final remittance form with the City and must remit any funds due.
- (b) Upon surrendering a license, unless otherwise agreed to by the City based on the nature and quantity of the licensee's facilities, the licensee must file a written statement that it has removed or must remove within a reasonable period not to exceed one (1) year, any and all facilities from the City, according to Section 14.10.100, and no longer is subject to the provisions of this Chapter.

(17) Franchise Agreements.

- (a) City and a person may enter into a written franchise agreement only as required by applicable state and federal law.
- (b) The franchise agreement may conflict with the terms of this Chapter, with the review and approval of the City Council. The franchise agreement shall be subject to the provisions of this Chapter to the extent such provisions are not in conflict with any such franchise agreement. In the event of a conflict between the express provisions of a franchise agreement and this Chapter, the franchise agreement will control.

14.10.090 Construction and Restoration

(1) City Engineer Policies, Standards, Specifications, and Other Guidelines. The City may develop, amend, and publish or otherwise make publicly available any policies, standards, specifications, and other guidelines for the location of facilities in public rights-of-way subject to this Section, including but not limited to, horizontal, vertical, separation, and other location standards. All such policies, standards, specifications, and other guidelines (a) must be consistent, and not in conflict with, the applicable provisions of state, federal, and local law, which includes this Chapter; and (b) will be effective upon their publication; provided, however, that any permit applications submitted prior to publication will be subject to the policies, standards, specifications, and other guidelines in effect when the submittal occurred.

(2) Construction Permits. Except in cases of emergency as set forth in this Chapter, no person may perform any work in the public right-of-way, or on utility facilities within the public rights-of-way, without first obtaining a permit from the City as required by the City Municipal Code, including paying the applicable fee. The City will not issue a permit for the construction, installation, maintenance, or repair of utility facilities unless the licensee has the proper authorizations required by and is in compliance with this Chapter and all other City codes and regulations, and all applicable fees have been paid.

(3) Injury to Persons or Property. All licensees shall preserve and protect from injury or damage other facilities in the public rights-of-way, the public using the public rights-of-way, and any adjoining property, and take other necessary measures to protect persons and property, including but not limited to buildings, walls, fences, trees, and other facilities that may be subject to damage from the permitted work. A licensee must (a) use suitable barricades, flags, flagging attendants, lights, flares, and other measures as required for the safety of all members of the general public; (b) comply with all applicable Americans with Disabilities Act requirements; and (c) comply with all the requirements of the Manual on Uniform Traffic Control Devices (MUTCD).

(4) Restoration. Licensees will be responsible for all injury to persons or damage to public or private property resulting from its failure to properly protect people or property and to carry out the work regardless of whether the work is performed by a licensee or by other person(s) performing the work on behalf of the licensee.

- (a) When a licensee, or any person acting on its behalf, does any work in or affecting any public rights-of-way, it must, at its own expense, promptly restore such rights-of-way or property to the same or better condition as existed prior to the work and in accordance with applicable federal, state, and local laws, codes, ordinances, rules, and regulations, unless otherwise directed by the City. Licensee warrants all restoration work for a period of one year from completion of the work.
- (b) If weather or other conditions beyond the licensee's control do not permit the complete restoration required by the City, the licensee must temporarily restore the affected public rights-of-way or property. Such temporary restoration will be at the licensee's sole expense and the licensee 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 will be subject to approval by the City.
- (c) If the licensee fails to restore public rights-of-way or property as required in this Chapter or as directed by the City or if the restoration fails within the one-year warranty period, the City shall give the licensee written notice and provide a period of not less than ten (10) days and not exceeding thirty (30) days to restore the public rights-of-way or property, unless otherwise extended by the City. If, after said notice, the licensee fails to restore the public rights-of-way or property within the reasonable period of time stated in such notice and as required in this Section, the City may cause such restoration to be made at the sole expense of the licensee. In cases where the City believes that an emergency or threat to public safety exists, it may act without notice to, and at the sole expense of, the licensee. Upon receipt of an invoice from the City, the licensee must reimburse the City within thirty (30) days for all reasonable costs incurred by the City.

(5) Inspection. Every facility shall be subject to the right of periodic inspection by the City or its agents to determine compliance with the provisions of this Chapter and all other applicable state and City laws, codes, ordinances, rules, and regulations. Every licensee shall cooperate with the City in permitting the inspection of utility facilities in a timely manner after request by the City. The licensee must perform all testing or permit the City or its agents to perform any testing at the licensee expense, reasonably required by the City to determine that the installation of the licensee's facilities and the restoration of the public rights-of-way comply with the terms of a permit granted under Maupin Municipal Code.

(6) Contractors. A utility service operator or provider may authorize a qualified contractor to perform any of the work authorized or required by this Ordinance on their behalf. Any contractor performing work on a utility service operator or provider's behalf shall be subject to the applicable provisions of this Chapter, except that a contractor who is not a utility service operator or provider shall not be required to obtain a license. The utility service operator or provider shall remain responsible and liable for compliance with the provisions of this Chapter.

4.10.100 Location of Facilities

(1) Location of Facilities. Unless otherwise agreed to in writing by the City, whenever any existing electric utilities, cable facilities, or wireline communication facilities are located underground within a public right-of-way of the City, a licensee with permission to occupy the same public right-of-way must locate all new facilities underground at its own expense.

- (a) Whenever all new or existing electric utilities, cable facilities, or wireline communication facilities are located or relocated underground within a public right-of-way of the City, a licensee that currently occupies the same public right-of-way may be required by the City in its reasonable discretion to relocate its facilities underground concurrently with the other affected facilities to minimize disruption of the public rights-of-way.
- (b) Licensee must comply with all co-location and joint use requirements as set forth in state and local law, and City standards, as may be amended. Licensee shall offer City the opportunity to co-locate City conduit and lines in trenches dug by Licensee in the rights-of-way and may charge City only any actual incremental additional costs incurred in making the trenches available for City use.
- (c) The requirements in this Section do not apply to antennas, pedestals, cabinets, small wireless facilities, or similar above-ground equipment of any utility provider, or facilities used for transmission of electric energy at nominal voltages in excess of thirty-five thousand (35,000) volts. The City reserves the right to require written approval of the location of any such above-ground equipment of any licensee.
- (d) Cost responsibility for underground conversion of facilities will be allocated in accordance with licensee's tariffs and Oregon Administrative Rules, as applicable, and a schedule agreed upon between the City and licensee.

(2) Interference with the Public Rights-of-Way. No licensee or other person may locate or maintain facilities or any encroachments so as to interfere with the use of the public rights-of-way by other persons duly authorized to use or be present in or on the public rights-of-way under this Chapter. Facilities must not be located in areas of restricted sight distance or interfere with the proper function of traffic control signs, signals, lighting, or other devices that affect traffic operation. Licensee will consult with the City Public Works Department prior to placement of facilities, and all use of the public rights-of-way will be consistent with City codes, ordinances, rules, and regulations, in effect and as may be subsequently amended.

(3) Relocation of Utility Facilities. When requested to do so in writing by the City, a licensee shall temporarily or permanently remove, relocate, change, or alter the position of any utility facility within a public right-of-way, including relocation of aerial facilities underground, except as such facilities are not required to be located underground pursuant to subsection 14.10.100(1)(c).

- (a) If the removal or relocation of facilities is caused directly by development of private property, including projects of other public entities that are not the City, and the removal or relocation of facilities occurs within the area to be developed, or is made for the convenience of a third-party, licensee may charge the expense of removal or relocation to the developer or other third-party. Such costs may include acquiring private rights, permits, and other associated costs that result from relocation. Licensee shall be solely responsible for enforcing collection from the developer or other third-party. For the purpose of this paragraph, the removal or relocation of facilities will be considered "caused directly" by a private development or third-party project if the removal or relocation is necessary to enable the developer to make any improvements or otherwise satisfy any conditions required under any permit, rule, regulation, approval, or other requirement applicable to the project.
- (b) If the removal or relocation of facilities results from City's need to provide public facilities, is a City project, or is otherwise requested by City and is made for the purpose of improving a street to City standards or other improvement by the City for the benefit of the public, licensee will remove or relocate its facilities at licensee's expense within a reasonable time after notification by City. The City will coordinate the schedule for relocation of utility facilities and based on such effort, will provide written notice of the time by which the licensee must remove, relocate, change, alter, or underground its facilities. If a licensee fails to remove, relocate, change, alter or underground any utility facility as requested by the City by the date established by the City, the licensee must 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 law and regulations, the facilities to be removed, relocated, altered, or undergrounded, at the licensee's sole expense. Upon receipt of an invoice from the City, the licensee must reimburse the City for all reasonable costs incurred within thirty (30) days. If the City requires the subsequent relocation of the same facility within five years of the initial relocation, City

shall bear the expense of the subsequent relocation.

- (c) The City will make a reasonable effort to provide licensee with an alternate location for its facilities within the City right-of-way. However, the City shall bear no responsibility to obtain, compensate, or otherwise assist the licensee in relocation of the facilities to a location not in control of the City.

(4) Removal of Unauthorized Facilities.

- (a) Unless otherwise agreed to in writing by the City and the licensee, or as limited by state law, within ninety (90) days following written notice from the City or such other time agreed to in writing, a licensee and any other person that owns, controls, or maintains any abandoned or unauthorized utility facility within a public right-of-way must, at its own expense, remove the facility and restore the public right-of-way to City standards in effect at the time the work is performed or, with the approval of the City, de-commission, as applicable, and abandon in place such facilities. All abandoned or unauthorized utility facilities that remain in the right of way following that period will considered forfeited and escheat to the City.
- (b) All facilities currently existing in the right-of-way or allowed by an active permit as of the effective date of this Chapter are deemed authorized utility facilities; provided, however, that such existing facilities may later be deemed to be abandoned or unauthorized consistent with the provisions of this Chapter and processes set forth in this Section.
- (c) A utility system or facility is unauthorized under any of the following circumstances:
 - (i) The utility facility is outside the scope of authority granted by the City. This includes facilities that were never authorized and facilities that were once authorized but for which the authorization has expired or been terminated. This does not include any facility for which the City has provided written authorization for abandonment in place. A utility facility is not outside the scope of authority granted by the City upon termination of a license, if the licensee has submitted its renewal application, paid all applicable fees, and is actively engaged in good faith efforts to renew its license under this Chapter.
 - (ii) 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 one (1) year. A licensee may overcome this presumption by presenting plans to the City

for use of the facility within the six months of the date of the written notice required to be provided by the City under Section 14.10.100.

(5) Removal by City in the Event of Emergency.

- (a) Except as limited by ORS 221.420 or other state law, the City retains the right and privilege to remove or relocate any facility located within the public rights-of-way of the City, without notice, as the City May 1, 2026 determine, in its sole discretion, to be necessary, appropriate, and useful in response to a public health or safety emergency. The City shall 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. In the event of facilities located in the right-of-way, the City shall make reasonable efforts to contact the owner of the facility prior to performing any work on or near the facility. Upon receipt of an invoice from the City, the licensee must reimburse the City for all the costs within thirty (30) days or other time as agreed to by the City.
- (b) The City is not liable to any person(s) for any damage to utility facilities, or for any consequential losses resulting directly or indirectly from any damage caused by the City's actions, or its contractor, in removing, relocating, altering, or undergrounding the facilities, unless such damage arises directly from the City's sole negligence or willful misconduct.

(6) Engineering Designs and Plans. The licensee must provide the City with as-built plans or system maps of their facilities, upon request and at no cost to City.

(7) Maps. Licensee must provide, at no cost to the City, a comprehensive map showing the location of all facilities, including abandoned facilities, in the rights-of-way. Such map must be provided in GIS format, with accompanying data sufficient to enable for the City to determine the location of facilities as well as any relevant data in licensee's possession showing the type and size of the facility. The licensee must provide such map yearly by March 1, if any changes occurred during the prior year, and at any time upon request by the City. The City may only request such map once per calendar year.

14.10.110 Leased Capacity

A licensee may lease or otherwise provide capacity on or in its facilities to others ("lessees"); provided, that (1) the licensee provides the City with the name and business address of any lessee, within 30 (thirty) days of the effective date of the lease or other agreement to provide capacity; (2) the use of the licensee facilities does not require or involve any additional equipment owned or operated by the lessee to be installed on the facility; (3) the City verifies the lessee has obtained a ROW license or franchise from the City; and (4) the licensee

maintains control over and responsibility for the facility at all times.

14.10.120 Maintenance

- (1) Every licensee must install and maintain all facilities in a manner that complies with applicable federal, state, and local laws, rules, regulations, and policies, as well as applicable industry standards. The licensee will, at its own expense, repair and maintain facilities from time to time as may be necessary to accomplish this purpose.
- (2) If, in the event of an imminent threat to health or safety or in an emergency, or after written notice from the City of the need for repair or maintenance, if practicable under the circumstances, the licensee fails to repair or maintain facilities as requested by the City and by the date established by the City, the City may perform such repair or maintenance using qualified personnel or contractors at the licensee's sole expense. Upon receipt of an invoice from the City, the licensee must reimburse the City for all reasonable costs within thirty (30) days.

14.10.130 Vacation of Public Rights-of-Way

- (1) The City will retain public utility easements or otherwise request the petitioner for a vacation to grant an easement to licensee if the City vacates any right of-way where a licensee has facilities. If the licensee's facilities must be relocated from a vacated public right-of-way, the petitioner of the vacation will bear the expense of moving the facilities and obtaining alternate rights, permits, or easements.
- (2) In the event the City conveys, assigns, or transfers title to any property within any right-of-way in which licensee has facilities, as part of said conveyance, the City will make a good faith effort to secure from such transferee an easement or other rights allowing for such facilities to remain in place in a form acceptable to licensee. In the event such facilities must instead be relocated, licensee will bear the expense of relocating the facilities.
- (3) If the licensee is required to and fails to remove its facilities within ninety (90) days after a public right-of-way is vacated or as required under this Section, or as otherwise directed or agreed to in writing by the City, the City may remove the facilities using qualified workers in accordance with state and federal laws and regulations at the licensee's sole expense. Upon receipt of an invoice from the City, the licensee must reimburse the City for all reasonable costs within thirty (30) days.

14.10.140 Rights-of-Way Use and Access Fees

- (1) Every person that owns utility facilities in the City must pay the rights-of-way use fee in the amount determined by resolution of the City Council.
- (2) Every person that provides utility service in the City must pay the rights-of-way access fee in the amount determined by resolution of the City Council for every utility service provided in the City.
- (3) A person subject to the both the rights-of-way use fee in subsection (1) and the rights-of-way access fee in subsection (2) of this Section may deduct from the total amount due the lower of the

fees due under subsection A and subsection B or, in the event the fees due under subsection A and subsection B are the same, deduct from the total amount due the full amount of one of the fees.

(4) A person that has a franchise within the City for use of the rights-of-way will not be subject to the fees or payment terms set forth in this section.

(5) No acceptance of any payment shall be construed as accord that the amount paid is in fact the correct amount, nor will such acceptance of payment be construed as a release of any claim the City may have for further or additional sums payable.

(6) Unless otherwise agreed to in writing by the City, the fees set forth under this Chapter must be paid quarterly, in arrears, within forty-five (45) days after the end of each calendar quarter, unless otherwise agreed to by the City. Each payment must be accompanied by an accounting of gross revenues, if applicable, and a calculation of the amount payable (a remittance form may be provided by the City). The City may request and shall be provided, at no cost to the City within 30 (thirty) days, any additional reports or information it deems necessary, in its reasonable discretion, to ensure compliance with this Chapter. Such information may include, but is not limited to: chart of accounts, total revenues by categories and dates, list of products and services, narrative documenting calculation, details on number of customers within the City limits, or any other information needed for the City to easily verify compliance

(7) The calculation of the fees required by this Section will be subject to all applicable limitations imposed by federal or state law in effect and as may be subsequently amended.

(8) The City reserves the right to enact other fees and impose taxes applicable to person(s) 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 person may deduct, offset, or otherwise reduce or avoid the obligation to pay any lawfully enacted fees or taxes based on the payment of the fees required under this Chapter.

14.10.150 Penalties and Interest on Fees

Any person who fails to remit any fees when due will be required to pay interest at the rate of one and one-half percent (1.5%) per month or fractions thereof, without proration for portions of a month, on the total amount due, from the date on which the remittance first became delinquent, until the full amount due plus applicable interest is received by the City. The City reserves the right to impose interest at the maximum amount allowed by law. Every penalty imposed, and such interest as accrues under the provision of this Section, will be merged with, and become part of, the fees required to be paid. The interest imposed by this Section is in addition to any penalties that may be assessed under other ordinances or regulations of the City. The City or its designee, in their sole discretion, will have the authority to reduce or waive the penalties and interest due under this Section.

14.10.160 Audits (Formal or Informal) and Records Requests

(1) The City may audit and/or request information from any person for a period of six (6) years prior to the date of the audit to verify compliance with this Chapter. The audit may be

undertaken either by the City or by a qualified person or entity selected by the City. In connection with an audit or request for information under this Section, the City must make a written request for specific information, identifying the specific code provisions with which the City seeks to confirm compliance, and the person will comply with the request within thirty (30) days of receipt of the City's written request, or such other time as agreed to in writing. All information shall be provided to the City, at no cost to the City.

(2) Every person must furnish the City with information sufficient to demonstrate that the person is in compliance with the specific requirements of this Chapter identified in the City's initial information request, including but not limited to payment of any applicable fees.

(3) Every licensee must make available for inspection by the City at reasonable times and intervals, upon request by the City, any maps, records, books, diagrams, plans, and other documents maintained by the licensee with respect to its facilities within the public rights-of-way. Access will be provided within the City unless prior arrangement for access elsewhere has been made with the City.

(4) All information provided to the City under this Section that is marked "confidential" will be subject to the protections for confidential information set forth in Section 14.10.190, except that this obligation shall not prevent the City from introducing audit results in any forum where enforcement of the provisions of this Chapter is at issue or as required under Oregon Public Records Law.

(5) If the City's audit, or review of the books, records, and other documents or information of the person demonstrates that the person has underpaid any fees required by this Chapter by two percent (2%) or more in any one year, the person must reimburse the City for all costs incurred by the City in conducting the audit or review, in addition to any interest owed or other fees imposed by this Chapter.

(6) Any underpayment, including all reasonable costs incurred by the City in conducting the audit or review, must be paid within thirty (30) days of the City's notice to the person of such underpayment. Any overpayment discovered by the City in connection with an audit authorized by this Section must be returned by the City within thirty (30) days of the conclusion of the audit.

(7) The City's audit rights under this Section include the right to periodically conduct audits as part of an established audit program designed to ensure compliance with this Chapter.

14.10.170 Insurance and Indemnification

(1) Insurance.

- (a) All Utility Service Operators must maintain in full force and effect the following liability insurance policies that protect the licensee and the City, as well as the City's officers, agents, and employees, with limits not less than:
 - (i) Three million dollars (\$3,000,000.00) for comprehensive general liability insurance;
 - (ii) Three million dollars (\$3,000,000.00) for property damage

resulting from anyone accident;

- (iii) If not otherwise included in the policies required by subsection (i) above, comprehensive form premises-operations, explosions and collapse hazard, underground hazard and products completed hazard with limits not less than three million dollars (\$3,000,000.00);
 - (iv) Motor vehicle liability insurance for owned, non-owned and hired vehicles with a combined single limit of two million (\$2,000,000.00); and
 - (v) Worker's compensation insurance as required by ORS chapter 656, as it may be amended, and meeting the minimum requirements therein. Contractor shall ensure that each subcontractor obtains and maintains workers' compensation insurance and that the carrier notifies the state of Oregon or files a guaranty contract with the state of Oregon Workers' Compensation Division before performing work.
 - (vi) Utility operators may utilize primary and umbrella liability insurance to meet the minimum insurance requirement required by this Section.
- (b) The limits of the insurance shall not be less than and subject to change as to the maximum limits of liability imposed on municipalities of the state of Oregon. The insurance must be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents, and employees. The coverage must apply as to claims between insureds on the policy. The licensee will provide the City thirty (30) days prior written notice of any cancellation or material alteration of said insurance. If the insurance is canceled or materially altered, the licensee must maintain continuous uninterrupted coverage in the terms and amounts required.
- (c) The licensee must at all times maintain on file with the City a current certificate of insurance and additional insured endorsement, or proof of self-insurance reasonably acceptable to the City, certifying the coverage required above.
- (d) At the request of a licensee, the City will determine, in its reasonable discretion, whether a licensee may self-insure. A licensee whose request has been granted must provide the City proof of insurance through a letter of self-insurance or insurance certificate, listing the City as an additional insured.

- (e) Performance Bond. The City may require a performance bond on the terms and conditions as set in the sole discretion of the City.

(2) Indemnification.

- (a) To the fullest extent permitted by law, each licensee shall defend, indemnify, and hold harmless the City and its officers, employees, agents and representatives 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 negligence, careless or wrongful acts, omissions, failure to act, or other misconduct of the licensee 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; provided that this indemnification shall not apply to the extent such claims are directly caused by the negligence or willful misconduct of the City, its officers, agents, employees and volunteers. The acceptance of a license under this Chapter shall constitute such an agreement by the applicant whether the same is expressed or not.
- (b) Every licensee must 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 licensee's failure to remove or relocate any of its facilities in the public rights-of-way or in a timely manner as required by this Chapter, provided that this indemnification shall not apply to the extent such claims are directly caused by the negligence or willful misconduct of the City, its officers, agents, employees and volunteers
- (c) Every licensee will also forever defend, indemnify, and hold harmless the City and its officers, employees, and agents from and against any claims, costs, and expenses of any kind, whether direct or indirect, or pursuant to any state or federal law, statute, regulation, or order, for the removal or remediation of any leaks, spills, contamination, or residues of hazardous substances to the extent caused by the licensee's work in the right-of-way or presence of licensee's facilities, provided that this indemnification shall not apply to the extent such claims are caused by an act or omission of the City, its officers, agents, employees and volunteers. Hazardous substance will have the meaning given by ORS 465.200(9).

14.10.180 Compliance

- (1) Every person subject to this Chapter 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 term of any license or registration granted under this Chapter.
- (2) No person will be relieved of their obligations to comply promptly with this Chapter by reason of any failure of the City to enforce prompt compliance. The City's failure to enforce will not constitute a waiver of any term, condition, or obligation imposed upon the licensee, nor a waiver of rights by the City or acquiescence in the person's conduct.

14.10.190 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 will 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 shall notify the person that submitted the confidential information at its last known address on file with the City of the records request with reasonably sufficient time for the person to seek a protective order or other relief from the district attorney prior to the City releasing the confidential information. The City is not 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.

14.10.200 City Permission Required

No person may occupy or encroach on a public right-of-way except as provided in this Chapter or without the express written permission of the City.

14.10.210 Dispute Resolution; Violation and Penalties

- (1) Persons subject to this Chapter shall attempt in good faith to resolve any and all disputes with City decisionmakers arising out of Sections 14.10.090-14.10.160 of this Chapter by meeting and/or communicating with the relevant City staff person. In general, the person should explain the issue in writing and the City, as necessary, will investigate the concern and respond within a reasonable time. If those parties are not able to resolve the dispute, then the dispute may be escalated to the City Manager or their designee, who will then attempt in good faith to resolve the dispute. Each step in this dispute resolution process is an essential administrative remedy that must be exhausted prior to any other action, appeal, or challenge related to the dispute. This dispute resolution process is intended to be applied broadly to all matters arising from or related to Sections 14.10.090-14.10.160 of this Chapter, with the exception of decisions to deny or terminate a ROW license as provided in Section 14.10.080.

(2) If the dispute remains unresolved following review by the City Manager, or in the event the person refuses to resolve a dispute in good faith, the City may (a) issue a hold on any permit applications filed by the licensee for work in the right of-way until the violation is cured; (b) institute code enforcement proceedings; or (c) pursue any other remedy provided in this Chapter, including, for unpaid amounts due under this Chapter, pursue any collection or other remedy provided by law. Provided that the City reserves the right to initiate code enforcement proceedings without following the dispute resolution procedure described above if a violation poses an immediate or serious threat to public health or safety or the City otherwise determines based the specific circumstances of the violation that this Chapter needs to be enforced through normal code enforcement procedures.

(3) A violation of any provision of this Chapter or any other City regulations, codes, ordinances, or standards arising out of use of the Right of Way, is a Class A civil violation and any person found in such violation shall be subject to a penalty of not less than \$500 nor more than \$2,000 per day for each day the violation has existed. Each day that the violation exists or continues shall constitute a separate violation for which separate penalties can be imposed. A finding of a violation of this Chapter or a license and an assessment of penalties shall not relieve the responsible party of the obligation to remedy the violation.

(4) The rights, remedies, and penalties provided in this Chapter are cumulative, are not mutually exclusive, and are in addition to any other rights, remedies, and penalties available to the City under any other provision of law, including without limitation any judicial or other remedy at law or in equity for enforcement of this Chapter and the appeal process set forth in Section 14.10.080. Nothing in this Chapter will be construed as limiting any judicial or other remedy the City may have at law or in equity for enforcement of this Chapter.

14.10.220 Severability and Preemption

(1) 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.

(2) If any article, section, subsection, sentence, clause, phrase, term, provision, condition, covenant, 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, sentence, clause, phrase, term, provision, condition, covenant, or 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.

14.10.230 Application to Existing Agreements

This Chapter will not apply to persons with existing, unexpired, and valid franchise agreements granted by the City.

DRAFT

RESOLUTION _____

A RESOLUTION OF THE CITY OF MAUPIN SETTING RIGHT-OF-WAY UTILITY FEES WITHIN THE CITY OF MAUPIN

WHEREAS, the City of Maupin (“City”) has constitutional, statutory, and charter authority to manage its right-of-way and utility usage in the City;

WHEREAS, the City has adopted an ordinance regulating utilities operating within the City and exercising the City’s authority to secure compensation to the City and its residents for utility use; and

WHEREAS, the ordinance provides that the fees for use of the rights-of-way by utilities shall be set by resolution; and

Now, therefore, the Common Council for the City of Maupin, Oregon, resolves as follows:

SECTION 1. Application, Registration, and Renewal Fees. The fees for application, registration and renewal for right-of-way licenses or access shall be as follows:

Type	Fee Amount
Right-of-Way license application for use of Right-of-Way* (includes initial 5-year license if approved)	\$500
Right-of-Way license renewal fee for use of Right-of-Way* (additional 5-year renewal term if approved)	\$350
Registration fee for access to provide utility services in City (includes initial 5-year license if approved)	\$300
Registration renewal fee for providing utility services in City (additional 5-year renewal term if approved)	\$250

*License for use of Right-of-Way includes access to provide utility services in City

SECTION 2. Gross Revenue Fees. Gross revenue fees for access or use under Maupin Municipal Code Chapter 14.10 are as follows:

Type of Service	Annual Right-of-Way Use Fee	Annual Right-of-Way Access Fee
Electric Utility	5% of gross revenue	5% of gross revenue
Communications Service Utility	7% of gross revenue	7% of gross revenue
Cooperative Utility Company	3.5% of gross revenue	3.5% of gross revenue
Utility Service Operator that owns facilities but does not provide services within the City or earn gross revenue within the City	\$3.50 per linear foot per year. Based on total linear footage of facilities in the right-of-way.	

SECTION 5. Effective Date. This Resolution shall take effect immediately upon passage.

IT IS SO RESOLVED by the Common Council for the City of Maupin and signed by the Mayor this _____ day of May, 2026.

Carol Beatty, Mayor

ATTEST:

Christine Wolfe, City Recorder



COMMUNICATIONS

8:00 p.m.

[None](#)



ADJOURN

NEXT PLANNING COMMISSION MEETING

June 9, 2026, at 4:30 p.m. in person and virtual

SUGGESTED TOPICS FOR NEXT CITY COUNCIL MEETING

NEXT CITY COUNCIL MEETING

June 24, 2026, at 6:30 p.m. in person and virtual

MAYOR ADJOURNS THE MEETING