

## **Title 5**

### **BUSINESS LICENSES AND REGULATIONS\***

#### **Chapters:**

- 5.04 Business Licenses Generally**
- 5.08 Business License Taxes**
- 5.10 Regulation of Payday Lending**
- 5.16 Amusement Devices**
- 5.20 Rental License Fee**
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**\* For regulations on motel tax, see Chapter 3.08.**

## Chapter 5.04

### BUSINESS LICENSES GENERALLY

#### Sections:

- 5.04.011 Definitions.**
- 5.04.021 License required.**
- 5.04.031 License fees.**
- 5.04.041 Exclusions and applicability.**
- 5.04.051 Applications.**
- 5.04.061 Transfer or assignment of license.**
- 5.04.071 Expiration of license.**
- 5.04.081 Late payment charge.**
- 5.04.091 Failure to obtain license.**

#### **5.04.011 Definitions.**

For purposes of Chapter 5.04:

"Business" means any activity, trade, occupation, profession, or pursuit conducted for the purpose of generating revenue, whether for profit or non-profit.

"Employee" means any person employed by a Business who works or will work more than 1040 hours in any twelve-month period and who works at or operates from a Business location within the City of Wood Village. "Employee" does not include independent contractors.

"License Year" means the calendar year.

"Manager" means the City Administrator or his/her designee.

#### **5.04.021 Licenses Required.**

No person may engage in any business within the City, or transact any business specified in this chapter,

without first obtaining a license and paying the license fee prescribed.

The provisions of Article 5.04 shall be in addition to any other license requirements or license fees contained in this code, unless otherwise specified.

Each business location of every business within the City of Wood Village is required to obtain a business license.

A non-profit business is required to obtain a business license. A business with an IRS 501(c)(3) classification can file proof with the City and obtain a waiver of the business license fee.

#### **5.04.031 License Fee.**

Except as provided in Section 5.04.041, the license fee for each business shall be established by Council resolution.

Nothing in this chapter shall be construed to vest any right in a license as a contract obligation on the part of the City as to the amount of the fee or the character of the license issued. The license fee may be changed at any time by the City, and all license fees required shall be payable in advance. The license fee is not refundable.

For any business that has obtained a temporary use permit under the Wood Village Zoning Code, the base business license fee shall be one half the established fee.

#### **5.04.041 Exclusions and Applicability.**

The license required by Section 5.04.021 shall not apply to a person whose income is based solely on an hourly, daily, weekly, monthly, or annual

wage or salary, or to a nonresident engaged exclusively in a wholesale business.

The agent of a nonresident proprietor engaged in a business on which a license is levied by Section 5.04.021 shall be liable for obtaining the license and paying the license fee. A person representing, or exhibiting by sign or advertisement, that he is engaged in a business in the City for which a license is required by Section 5.04.021 shall be considered to be engaged in that business and shall be liable for the payment of the license fee.

Section 5.04.021 shall not apply to businesses subject to the license required by Chapter 5.20 (rental license fee), businesses subject to the transient occupancy tax imposed pursuant to Chapter 3.08, telecommunications carriers operating under a franchise issued pursuant to Chapter 5.26, or utilities operating under a franchise approved by the City Council.

Any business whose sole operation is in a special event with a duration of three days or less shall not be required to apply for or pay a business license fee. A special event is a temporary community or public event.

The license required by Section 5.04.021 shall apply to a person whose primary business is the receipt and delivery of packages from and to third parties. The license is not required of a person whose only business in the City is the delivery of materials or products that were purchased at the person's place of business in another jurisdiction.

Except for a person whose principal place of business is in the City, the license required by Section 5.04.021 shall not apply to a person who is engaged in construction activity and has

obtained a regional construction license issued by Metro.

Any garage sales, tool sales, or bazaars with a duration of fourteen days or less within a calendar year shall not be required to apply for or pay a business license fee.

#### **5.04.051 Applications.**

The license fee required by Section 5.04.021 shall be due on January 1 of each License Year. The license fee for a new business shall be due 30 days from the date a person opens for business. The license fee for a new business shall be prorated based upon the number of months that remain in the License Year. Application shall be made to the City on forms prescribed by the manager.

The manager shall issue a license when application has been approved and payment of the required fee has been received. Each business shall post the license on the premises or it shall be kept on the person licensed, and it shall be exhibited to a police or other officer of the City upon demand.

The application for the license shall include:

- a. The business for which the application is made.
- b. The name of the applicant or his agent.
- c. The commercial location with the site address, or address used for income tax purposes.
- d. The amount of fee to be paid.
- e. A statement describing the type of business or service provided or manufactured.
- f. Business owner's name of an individual or partnership or business name if a business entity.

- g. Business owner's home address if an individual or address of business entity.
- h. Number of employees of business.
- i. Building and/or site information.
- j. A notice that the application is a public record and that the City shall exempt from disclosure information of a personal nature to the extent permitted by the Oregon Public Records and other applicable laws.

The license shall specify:

- a. Name of the business for which the license is issued.
- b. Registered business site address.
- c. Owner name.
- d. Type of licenses held.
- e. Amount of license fees paid.
- f. License account number.
- g. Expiration date of license.
- h. Business mailing address.

The manager may revoke or refuse to issue or renew a business license if the business does not comply with other City code provisions.

**5.04.061 Transfer or Assignment of License.**

If a person sells or transfers a business for which a license has been paid, the license is transferable to the new owner after receipt of the handling fee established by Council resolution. The handling fee shall be accompanied by a new license application. The new owner will retain the old license number, transferred to the new business name (if applicable). Issuance of the transferred license will occur after all department approvals.

**5.04.071 Expiration of License.**

Licenses issued under Section 5.04.051 shall be valid for one license year.

**5.04.081 Late Payment Charge.**

A late payment fee shall be charged to all accounts for each 30 days in which the license fees are not paid after the original bill is mailed. The amount of the fee shall be established by Council resolution. The unpaid license fee, including late payment charges, constitutes a debt to the City which the manager may initiate legal action to collect.

**5.04.091 Failure to Obtain License.**

Failure to obtain a license required by Chapter 5.04 is a violation of this Chapter. Any violation of this Chapter is a civil infraction subject to enforcement pursuant to Chapter 1.06 of the Code. (Ord. 4-2006 § 4; Ord. 9-2003)

**Chapter 5.08**

**BUSINESS LICENSE TAXES**

**Sections:**

**5.08.010 Contract with Multnomah County to share in business income tax revenue.**

**5.08.020 Ordinance 1-1975 non-operative while agreement with county is in effect.**

**5.08.030 Agreement with county not to affect other city ordinances.**

**5.08.010 Contract with Multnomah County to share in business income tax revenue.**

The City of Wood Village ordains as follows, and the Wood Village City Council meeting in duly and regularly constituted session, does express its intent to contract with Multnomah County, Oregon, to share in business income tax revenue collected by the county under the terms and provisions of Section 11 of Multnomah County Ordinance No. 121, as amended, and does authorize the Mayor and City Recorder to execute such agreement or understanding as may be required to accomplish this purpose. (Ord. 5-1977 § 4)

**5.08.020 Ordinance 1-1975 non-operative while agreement with County is in effect**

The City of Wood Village does further ordain that Ordinance 1-1975 of this city, which is an ordinance relating

to the imposition of business licenses for revenue; providing for the procedures, issuance, administration and collection thereof and related matters as adopted by the city on February 12, 1975, be and it is amended to provide that to the extent said ordinance is in conflict with the intent and understanding of the revenue sharing program between Multnomah County and this City, as set forth in Exhibit "A," attached to the ordinance codified in this chapter and on file in the City Recorder's office, and accepted by this ordinance; that said Ordinance 1-1975 shall be non-operative and the provisions thereof shall not be in force or effect or administered so long as the revenue sharing agreement or understanding between Multnomah County and this City, as hereinabove set forth, or similar and successive or amendatory agreement shall be in effect. (Ord. 5-1977 § 5)

**5.08.030 Agreement with county not to affect other city ordinances**

That the understanding and agreement between this City and Multnomah County concerning a sharing of revenue derived from the Multnomah County business income tax shall in no way, limit, abridge or otherwise modify or amend any of the provisions of Wood Village Ordinance 9-1975 (hotel/motel regulatory ordinance), Ordinance 4-1959 (mobile home/trailer court regulatory ordinance), Ordinance 1-1977 (apartment, multiple dwelling regulatory ordinance), or any other ordinance of this city now in effect. (Ord. 5-1977 § 6)

**CHAPTER 5.10**

**REGULATION OF PAYDAY  
LENDING**

**Sections:**

- 5.10.010 Purpose**
- 5.10.015 Interpretation**
- 5.10.020 Definitions**
- 5.10.030 Permits**
- 5.10.040 Administrative Authority**
- 5.10.050 Payment of Principal Prior to Payday Loan Renewal**
- 5.10.060 Cancellation of Payday Loan**
- 5.10.070 Payment Plan for a Payday Loan**
- 5.10.080 Remedies**
- 5.10.090 Appeals**
- 5.10.100 Complaints**
- 5.10.110 Severability**

**5.10.010 Purpose.**

The City finds that, in order to minimize the detrimental effects that certain payday lending practices have on individuals and families, payday lenders should require payment of a portion of the original loan amount prior to the renewal of a payday loan, borrowers should be able to cancel a payday loan, and borrowers should be able to convert a payday loan into a payment plan.

**5.10.015 Interpretation.**

This Chapter shall be interpreted in conformity with the laws and regulations of the State of Oregon.

**5.10.020 Definitions.**

As used in this Chapter unless the context requires otherwise:

A. "Borrower" means a natural person who receives a payday loan.

B. "Cancel" means to annul the payday loan agreement and, with respect to the payday loan agreement returning the borrower and the payday lender to their financial condition prior to the origination date of the payday loan.

C. "Administrator" means the Wood Village City Administrator or the Administrator's designee.

D. "Payday Lender" means a "lender" in the business of making payday loans as defined in ORS 725.600.

E. "Payday Loan" means a payday loan as defined by state law.

F. "Principal" means the original loan proceeds advanced for the benefit of the borrower in a payday loan excluding any fee or interest charge.

**5.10.030 Permits.**

Within 60 days of the effective date of the ordinance enacting this Chapter, any Payday Lender operating in the City of Wood Village shall apply for and obtain a permit to operate as a Payday Lender. Permits shall be required for each location a lender operates in the City of Wood Village and shall be renewed annually. The application shall be in a form to be determined by the Administrator. The Administrator shall require the Payday Lender to report its fee schedule in the Payday Lenders permit application. No person shall operate a Payday lending business or loan any funds as a Payday Loan without a current permit to do business issued by the City of Wood Village. The annual

cost for the permit shall be as set forth in Council resolution.

**5.10.040 Administrative Authority.**

A. The Administrator is authorized and directed to enforce all provisions of this Chapter. The Administrator shall have the power to investigate any and all complaints regarding alleged violations of this Chapter. The Administrator may delegate any or all authority granted under this Section to any City officer employee or agent.

B. The Administrator is authorized to adopt and enforce administrative rules interpreting and applying this Chapter. The Administrator or designee shall make written findings of fact and conclusions of law to support decisions.

C. Prior to adoption of a new administrative rule, the Administrator shall give notice to any interested parties of the terms of the proposed rule, and shall conduct a public hearing to consider public comment. Public notice shall be given when administrative rules have been adopted.

1. At the public hearing, the Administrator or designee shall hear oral and written testimony concerning the proposed rule. The Administrator shall have the power to establish and limit the matters to be considered at the hearing, to prescribe procedures for the conduct of the hearing, to hear evidence, and to preserve order.

2. The Administrator shall adopt, modify or reject the proposed rule after considering testimony received during the public hearing.

3. Unless otherwise stated, all rules shall be effective upon adoption by the Administrator. All rules adopted by the Administrator shall be filed with the City Recorder. Copies of all current rules shall be available to the public upon request.

4. Notwithstanding subsections 1 and 2 of this Section, the Administrator may adopt an interim rule without prior public notice upon a finding that failure to act promptly may result in serious prejudice to the public interest or the interest of the affected parties. Such interim rules shall detail the specific reasons for such prejudice. Any interim rule adopted pursuant to the paragraph shall be effective for a period not to exceed 180 days.

D. Inspection of Record. The City of Wood Village reserved the right to review and/or copy the records of any Payday Lender for purposes of auditing or complain resolution. Such records shall be made available for inspection during normal business hours within 24 hours of written notice by the Administrator or its designee.

**5.10.050 Payment of Principal Prior to Payday Loan Renewal.**

A Payday Lender may not renew a Payday Loan unless the Borrower has paid an amount to at least twenty-five percent (25%) of the principal of the original Payday Loan, plus interest on the remaining balance of the Payday Loan. The Payday Lender shall disclose this requirement to the Borrower in a minimum of bold 12 point type.

**5.10.060 Cancellation of Payday Loan.**

A. A Payday Lender shall cancel a Payday Loan without any charge to the Borrower if prior to the close of the business day following the day on which the Payday Loan originated, the Borrower:

1. Informs the Payday Lender in writing that the Borrower wishes to cancel the Payday Loan and any future payment obligations; and

2. Returns to the Payday Lender the un-cashed check or proceeds given the Borrower by the Payday Lender or cash in amount equal to the principal amount of the Payday Loan.

B. A Payday Lender shall disclose to each Borrower that the right to cancel a Payday Loan as described in this section is available to the Borrower. The Payday Lender shall disclose this requirement to the borrower in a minimum of bold 12 point type.

**5.10.070 Payment Plan for a Payday Loan.**

A. A Payday Lender and a Borrower may agree to a payment plan for a Payday Loan at any time.

B. A Payday Lender shall disclose to each Borrower that a payment plan described in this section is available to the Borrower after the maximum amount of renewals allowed by state law. The Payday Lender shall disclose this requirement to the Borrower in a minimum of bold 12 point type.

C. After a Payday Loan has been renewed to the maximum amount allowed by state law, and prior to default on the Payday Loan, a payday Lender shall allow a borrower to convert the Borrower's Payday Loan into a payment plan. Each payment plan shall be in writing and acknowledged by both the Payday Lender and the Borrower.

D. The Payday Lender shall not assess any fee, interest charge or other charge to the Borrower as a result of converting the payday loan into a payment plan.

E. The payment plan shall provide for the payment of the total of payments due on the Payday Loan over a period of no fewer than 60 days in three or more payments. The Borrower may pay the total of payments due on the payment plan at any time. The Payday Lender may not assess any penalty, fee or other charge to the Borrower for early payment on the payment plan.

F. A Payday Lender's violation of the terms of a payment plan entered into with a Borrower under this section constitutes a violation of the Chapter. If a Payday Lender enters into a payment plan with a Borrower through a third party that is representing the Borrower, the Payday Lender's failure to comply with the terms of the payment plan constitutes a violation of this Chapter.

**5.10.080 Remedies.**

A. Failure to comply with any part of this Chapter or the administrative rules may be punishable by civil penalties. The Administrator may impose a civil penalty of up to \$1500.00 for a substantial violation of this Chapter

or the administrative rules. A substantial violation is a violation having an impact on the public that informal compliance methods fail to resolve. Each substantial violation may be assessed a separate civil penalty.

B. Civil penalties shall be payable to the City of Wood Village

C. Civil remedies. Nothing in the Section is intended to prevent any person from pursuing any available legal remedies

D. No civil penalties shall be assessed within 60 days of the effective date of this ordinance.

**5.10.090 Appeals.**

Any person upon whom a civil penalty has been imposed, or who has been directed by the Administrator to resolve a complaint, may appeal the Administrator's decision for review by the Wood Village City Council.

**5.10.100 Complaints.**

The Administrator shall have the authority to investigate any and all complaints alleging violation of this Chapter or administrative rules.

A. The Administrator may receive complaints from Borrowers by telephone or in writing. Within a reasonable time, the Administrator shall forward the complaint by telephone or in writing to the Payday Lender it concerns for investigation.

B. The Payday Lender shall investigate the allegations of the

complaint and report the results of the investigation and the proposed resolution of the complaint to the Administrator by telephone or in writing within two (2) business days from initial contact by the Administrator.

C. If the proposed resolution is not satisfactory to the Administrator, the Payday Lender shall proceed to resolve the complaint directly with the Borrower according to the resolution proposed to the Administrator.

D. If the proposed resolution is not satisfactory to the Administrator, the Administrator shall conduct an independent investigation of the alleged complaint and propose an alternative resolution of the complaint. If the Payday Lender accepts the proposed alternative resolution and offers it to the Borrower, the complaint shall be final. If the Payday Lender refuses to accept and implement the proposed alternative resolution it shall be subject to remedies as provided by Section 5.10.080. In the event of imposition of remedies, the Payday Lender may appeal as provided in Section 5.10.090.

**5.10.110 Severability.**

If any provision of this Chapter, or its application or any person or circumstance is declared invalid or unenforceable the remainder of the Chapter and its application to other person and circumstances, other than that which has been held invalid or unenforceable, shall not be affected, and the affected provision of the Chapter shall be severed. (Ord. 3-2006 New)

## Chapter 5.16

### AMUSEMENT DEVICES

#### Sections:

- 5.16.010 Person defined.**
  - 5.16.020 Operator's license or permit required.**
  - 5.16.030 Operator license and/or permit fees.**
  - 5.16.040 License or permit fee to be waived when.**
  - 5.16.050 License or permit application.**
  - 5.16.060 License or permit issuance.**
  - 5.16.070 Contents of application.**
  - 5.16.080 Payment and pro-rating schedule.**
  - 5.16.090 Contents of license—  
Display of license required.**
  - 5.16.100 License or permit not transferable.**
  - 5.16.110 License or permit does not waive any law.**
  - 5.16.120 Refund when—  
Revocation of license—  
Appeal.**
  - 5.16.130 Seizure of amusement device when—  
Disposal—Hearing.**
  - 5.16.140 Fees to be deposited in general fund.**
  - 5.16.150 Violation—Penalty.**
- 5.16.010 Person defined**

The term “person” as used in this chapter shall be deemed to mean and include any person, co-partnership, association or corporation. (Ord. 3-1981 § 1)

#### **5.16.020 Operator's license or permit required**

It is unlawful for any person to have in his possession and to operate for gain, electronic and “amusement type” vending machines and games, including pinball machines and shuffleboards, within the city, without first securing from the City, an operator's license or permit therefor. (Ord. 3-1981 § 2)

#### **5.16.030 Operator license and/or permit fees**

The operator license and/or permit fee for each class of amusement device or machine to be licensed and regulated shall be set by resolution of the City Council. (Ord. 8-2005 § 1; Ord. 13-2004 § 1)

#### **5.16.040 License or permit fee to be waived when**

In the discretion of the City Council, the license or permit fee set forth in Section 5.16.030 may, upon written application of the operator of the particular machine or machines concerned, be waived, provided that all proceeds from the machine(s) operation can be shown to be donated to a recognized charitable or nonprofit organization recognized as such by the State of Oregon or the federal government. Such exemption from payment of the license or permit fee(s) as herein set forth, shall be granted only upon appropriate resolution of the City Council following hearing therebefore and upon receipt from the concerned charitable or nonprofit organization's written confirmation of its willingness and intent to receive and apply such

revenue to its authorized pursuits. Such fee exemption must be requested and renewed yearly, and the concerned machine operator must submit to the city yearly, an itemization of funds received and remitted to the participating charitable and/or not for profit organization from the operation of such machine(s). The fee exemption here granted shall be continued only during such period that the conditions hereinabove set forth are met and may be terminated for cause by the City Council at any time. It is incumbent upon the machine operator concerned to advise the City of any circumstances which could cause such permit to become inappropriate. All other conditions and requirements of this chapter shall remain applicable and the concerned operator must comply therewith. A charge shall be set by Council resolution to meet the administrative costs of such fee waiver program. (Ord. 8-2005 § 2; Ord. 5-1983 § 1)

**5.16.050 License or permit application**

Application for a Wood Village operator license or permit shall be made by those affected by this chapter to the City Recorder, upon suitable blanks furnished by the City; said application shall be made prior to such person engaging in the operation of the aforesaid devices or machines, provided, however, that those persons presently having in their possession and/or operating such a device or machine within the city limits at the effective date of the ordinance codified in this chapter, which device or machine is being operated under a current license or permit, shall be permitted to continue

such possession and operation until the expiration thereof. (Ord. 3-1981 § 4)

**5.16.060 License or permit issuance**

All operator licenses and/or permits as herein defined, shall be issued for the calendar year. No license shall be issued for more than a year or for less than a year unless otherwise provided herein. Application for renewal of license or permit previously issued by the City for the possession and/or operation of any amusement device or machine or amusement vending device or machine covered by this or other applicable ordinance of the City, shall be made to the City Recorder prior to the expiration date stated on said license, and shall be accompanied by the annual license and/or permit fee. (Ord. 13-2004 § 1; Ord. 3-1981 § 5)

**5.16.070 Contents of application**

Every person required to secure a license and/or permit under the terms herein set forth, shall designate in his application the particular place in which the particular amusement device or machine herein regulated and licensed shall be possessed or operated; said application shall also set forth the trade or business in which the applicant is engaged, the applicant's full name and home address, and a statement as to whether said device or machine is owned, leased or rented or on loan, and if so leased, rented or on loan, the name and address of the person so leasing, renting or lending said device or machine to applicant. (Ord. 3-1981 § 6)

**5.16.080 Payment and pro-rating schedule**

The full annual fee for each license or permit, new or renewal, shall be paid at the time of making application therefore, provided further, that should application for a new license be made and license issued between April 1<sup>st</sup> and June 30<sup>th</sup>, three-fourths of the annual fee shall be charged; if between July 1<sup>st</sup> and September 30<sup>th</sup>, one-half the annual fee shall be charged; and if between October 1<sup>st</sup> and December 31<sup>st</sup>, one-fourth of the annual fee shall be charged. The date upon which the license is issued shall be controlling and such pro-rating shall refer only to the calendar year for which the license is issued and not apply when application is made for a license and/or permit renewal. (Ord. 8-2005 § 3; Ord. 13-2004 § 1)

**5.16.090 Contents of license—  
Display of license  
required**

Each license issued as herein provided, shall contain the name, residence and place of business of the licensee or permittee; the particular machine or device for which the permit is issued and the amount paid for said permit or license. Each license or permit shall be displayed in a conspicuous place in the place of business of said licensee or upon the particular device or machine. No license or permit shall be considered valid unless signed by the Wood Village City Recorder and have the expiration date noted thereon. (Ord. 3-1981 § 8)

**5.16.100 License or permit not transferable**

No license or permit granted or issued under any other provisions of this chapter shall be in any manner or way assignable or transferable, or authorize any person other than is therein mentioned or named to operate said particular device or machine. (Ord. 3-1981 § 9)

**5.16.110 License or permit does not waive any law**

Payment of the license fee or permit fee as herein set forth and the issuance of license or permit hereunder shall not be deemed to permit or authorize the person to whom such license or permit is granted to engage in any activity prohibited by the City, nor to waive any provision of law or ordinance now or hereafter enacted regulating or prohibiting conduct of any nature within the city or the possession or operation of any amusement device or machine to which this chapter applies. (Ord. 3-1981 § 10)

**5.16.120 Refund when—  
Revocation of license—  
Appeal**

No rebate, refund or other return to the licensee or permittee hereunder shall be made at any time for any reason of any portion of the license or permit fee paid; provided, however, the City shall have the right to revoke any and all licenses issued hereunder, for good reason, at its discretion, upon notice duly given to the licensee or permittee, and in such case the unused portion of the permit or license fee heretofore paid to

the City shall be returned. Any licensee or permittee whose license is revoked under the provisions of this section shall have the right to hearing before the City Council upon application therefore within ten days of revocation of license. (Ord. 3-1981 § 11)

**5.16.130 Seizure of amusement device when—Disposal—Hearing**

Any person allowing a machine or device as herein set forth to be set up or located in his place of business or on his controlled premises without proper license or permit being displayed therefore, shall be liable for the license or permit fee notwithstanding the contention that such machine is owned or operated by some other person. Pinball, shuffleboard or other amusement device or machine or any amusement vending device or machine not so licensed as herein provided shall be subject to seizure by any police officer or agent of the City, and if so seized shall be held by the City Recorder, together with the contents thereof until such license fee or permit be paid. At the time of such seizure, the owner or operator of the machine or device shall, if known, be notified. Anytime thereafter within thirty (30) days of such seizure, any person claiming such machine or device shall be given a hearing by the City Recorder with reference to license or permit fee liability hereunder. Unless hearing is applied for within thirty (30) days, the City Recorder is authorized to dispose of such machine or device, applying the proceeds thereof and the contents of the machine to the payment of the license or permit fee provided for herein. If

application be made to the City Recorder for a determination of license or permit fee liability, a hearing shall be arranged within ten days of said application and determination made thereof by the City Recorder. Appeal from the decision of the City Recorder may be made to the City Council if written application is made within ten days of said decision. The machine or device concerned shall not be released until such determination is final and the decision of the City Recorder shall be considered final if no appeal be made within the time hereinabove set forth therefore or written waiver of appeal is delivered to the City Recorder. (Ord. 3-1981 § 12)

**5.16.140 Fees to be deposited in general fund**

All license and/or permit fees and moneys collected under and by virtue of this chapter shall be deposited and placed in the general fund of the City. (Ord. 3-1981 § 13)

**5.16.150 Violation—Penalty**

Any person who shall violate any provision of this chapter, including the failure to obtain license and/or permit as herein required, or the falsification of information required in the application therefore or the possession or operating of such a device or machine as herein set forth, or any person who shall in any other manner fail to comply with any other requirements or provisions herein set forth commits a civil infraction subject to enforcement pursuant to Chapter 1.06 of the Code (Ord. 4-2006 §4; Ord. 3-1981 § 14)

## Chapter 5.20

### RENTAL LICENSE FEE

#### Sections:

- 5.20.010 Definitions.**
- 5.20.015 Rental License Form and Application.**
- 5.20.020 Rental license fee.**
- 5.20.025 Inspection.**
- 5.20.030 License term.**
- 5.20.035 Transfer of License.**
- 5.20.040 Exemptions.**
- 5.20.050 Due date, returns and payments.**
- 5.20.060 Failure to obtain license.**

#### **5.20.010 Definitions**

As used in this chapter, the following definitions shall apply:

“Apartment” means the building or portion thereof designed for occupancy by three or more families living independently of each other; a three-plex shall be considered an apartment except in the instance where one unit is occupied by the owner thereof.

“License Year” The license year defined by this chapter shall be a calendar year commencing on the first day of January in each year and ending the thirty-first day of December of that same year.

“Manager” means the City Administrator or his/her designee.

“Owner” means the current owner of real property as shown in the property records of Multnomah County, Oregon.

“Person” means any natural person or any partnership, corporation, company, trust or other legal entity.

“Property Management Company” means any person that manages real property on behalf of the owner.

“Residential rental unit” means a dwelling containing one or more separate living quarters, one or more of which is used for a rental unit, but not including a hotel, motel, mobile home or trailer park or similar structure or space or portions thereof wherein occupancy is for less than a thirty (30) day period. (Ord. 5-2011; Ord. 10-2003, Ord. 1-1977 § 1)

#### **5.20.015 Rental License Form and Application**

A. In order to obtain or renew a residential rental property license, the owner or property management company must submit an application to the City containing the following information concerning each residential rental property that they own in the City:

1. (a) The owner(s) name, address, telephone number(s), fax number and email address, if applicable; (b) The name, address, telephone number(s), fax number and email address of the property management company, if applicable; (c) Address of the residential rental property and the number of rental units in it; (d) Whether the owner resides in the residential rental property; and (e) The number and specific unit identification of Section 8 rental units administered by the Housing Authority of Portland in the residential rental property, if any.

2. The owner or property management company must certify the truthfulness and accuracy of the information that is provided in the residential rental property license application. The owner or property management company must certify that

all tenants in the property have received information provided by the City for tenant evaluation of their property. (Ord. 5-2011)

**5.20.020 Rental license fee**

There shall be imposed an annual fee upon the business of renting residential units as that term is herein defined. The annual fee shall be established by resolution of the City Council. Residential rental property shall be deemed to be operated/rented and subject to the provisions of this Chapter if any unit within the property has been occupied by the tenant within the prior twelve (12) months. (Ord. 5-2011; Ord. 10-2003, Ord. 1-1977 § 2)

**5.20.025 Inspection**

If tenants identify issues or provide to the City a request, an inspection of property may be conducted. The requirements and procedures for a residential rental inspection shall comply with Chapter 8.22, Residential Rental Property Inspections. (Ord. 5-2011)

**5.20.030 License term**

The annual license fee here imposed shall be for a calendar year as herein defined under license year unless suspended or revoked for noncompliance. The license may be renewed annually following payment of the requisite license fees and compliance with any inspection requirements. A full license fee shall be required for each residential rental unit which is maintained and held for such purpose for more than a one hundred eighty (180) day period during said license year; a

residential rental unit which is held and made available for such purpose for a period of one hundred eighty (180) days or less during said license year shall be subject to a pro-rated license fee equal to one-half of the charge indicated herein for each residential rental unit. (Ord 5-2011; Ord. 1-1977 § 3)

**5.20.035 Transfer of License**

A Rental License issued by the City is transferable to a new owner. The new owner will retain the old license number, transferred to the new owner's name, if applicable. The Council may establish a Transfer of License fee set by resolution. The receipt of a Transfer of License fee shall be accompanied by a new rental property license application. (Ord. 5-2011)

**5.20.040 Exemptions**

Those businesses subject to the payment of the Wood Village hotel/motel tax as set forth and defined under Ordinance 9-1975, codified in Chapter 3.08, shall be exempt from the payment of the fees provided herein. (Ord. 10-2003, Ord. 1-1977 § 4)

**5.20.050 Due date, returns and payments**

The fee imposed by this chapter shall be paid by the person, firm, association, corporation or beneficial owner maintaining residential rental units as herein defined. Such payments as set forth herein shall be payable to the City on or before the first day of January of each year in which the license fee herein imposed shall be applicable, or within

twenty-nine (29) days following the applicability hereof which shall be defined to mean twenty-nine (29) days following the first day such residential rental units are offered for occupancy for a fee. Forms shall be provided by the manager for the computation of the license fee here required. The manager shall issue receipt evidencing payment of said license fee. (Ord. 10-2003, Ord. 1-1977 § 5)

**5.20.060 Failure to Obtain License**

Failure to obtain a license required by Chapter 5.20 is a civil infraction subject to enforcement pursuant to Chapter 1.06 of the Code. Any Rental License may be revoked by the City for noncompliance with Chapters 5.20 or 8.22 of the Code. Continuing to operate residential rental units without obtaining a valid Rental License after revocation is a civil infraction subject to enforcement pursuant to Chapter 1.06 of the Code.

(Ord. 5-2011; Ord. 4-2006 § 5; Ord. 10-2003)

## Chapter 5.24

### SECONDHAND DEALERS

#### Sections:

**5.24.010** County authorized to enforce County Ordinance 647 Section 3 in the city.

**5.24.020** City departments authorized to furnish information to county.

**5.24.010** County authorized to enforce County Ordinance 647 Section 3 in the city.

In accordance with ORS 190.010 and ORS 206.345 and the intergovernmental agreement between the City of Wood Village and Multnomah County Sheriff's office for law enforcement services as approved annually, the City of Wood Village does authorize Multnomah County, its agents and representatives, to enforce within the city limits of Wood Village, Multnomah County Ordinance No. 647 Section 3, dated March 22, 1990. (Ord. 6-1995 (part))

**5.24.020** City departments authorized to furnish information to county

The appropriate departments of the City are authorized to furnish to Multnomah County such information as may be pertinent to the application and enforcement of Multnomah County Occasional Secondhand Dealers and Secondhand Dealers Ordinance (MCC 6.81) within Wood Village to assure that optimum control and regulation of the conduct of secondhand dealers is accomplished. (Ord. 6-1995 (part))

**Chapter 5.26**

**TELECOMMUNICATIONS  
INFRASTRUCTURE**

**Sections:**

- 5.26.010 Purpose**
- 5.26.020 Jurisdiction and Management of the Public Rights-of-way**
- 5.26.030 Regulatory Fees and Compensation Not a Tax**
- 5.26.040 Definitions**
- 5.26.050 Registration of Telecommunications Carriers**
- 5.26.060 Construction Permit Required**
- 5.26.070 Construction Pursuant to Permit**
- 5.26.080 Restoration of Public Rights-of-Way and City Property**
- 5.26.090 Performance and Completion Bond**
- 5.26.100 Location of Telecommunications Facilities**
- 5.26.110 Telecommunications Franchise**
- 5.26.120 Franchise Renewal**
- 5.26.130 Assignments or Transfers of System or Franchise**
- 5.26.140 Revocation**
- 5.26.150 General Franchise Terms**
- 5.26.160 General Provisions**
- 5.26.170 Privilege Tax**

**5.26.010. Purpose**

A. The purpose and intent of this Ordinance is to Comply with the

provisions of the 1996 Telecommunications Act as they apply to local governments, tele-communications carriers and the services those carriers offer;

B. Promote competition on a competitively neutral basis in the provision of telecommunications services;

C. Encourage the provision of advanced and competitive telecommunications services on the widest possible basis to business institutions and residents of the City;

D. Permit and manage reasonable access to the public rights-of-way of the City for telecommunications purposes on a competitively neutral basis and conserve the limited physical capacity of those public rights-of-way held in trust by the City;

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

F. Secure fair and reasonable compensation to the City and its residents for permitting private use of the public rights-of-way;

G. Assure that all tele-communications carriers providing facilities and/or services within the City, or passing through the City, register and comply with the ordinances, rules, and regulations of the City; and

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

I. Enable the City to discharge its public trust consistent with the rapidly evolving federal and state regulatory

policies, industry competition, and technological development.

**5.26.020 Jurisdiction and Management of the Public Rights-of-way**

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

B. Public rights-of-way include, but are not limited to, streets, roads, highways, bridges, alleys, sidewalks, trails, paths, public easements, and all other public ways or areas, including the subsurface under and air space over these areas.

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

D. No person may occupy or encroach on a public right-of-way without the permission of the City. The City grants permission to use rights-of-way by franchises and permits.

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

F. The City retains the right and privilege to cut or move any telecommunications facilities located within the public rights-of-way of the

City, as the City may determine to be necessary, appropriate, or useful in response to a public health or safety emergency.

**5.26.030 Regulatory Fees and Compensation Not a Tax**

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

B. The City has determined that any fee provided for by this Ordinance is not subject to the property tax limitations of Article XI Sections II and IIB of the Oregon Constitution. These fees are not imposed on property or property owners, and these fees are not new or increased fees.

C. The fees and costs provided for in this Ordinance are subject to applicable federal and state laws.

**5.26.040 Definitions**

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

and "may" is permissive. Words not defined herein shall be given the meaning set forth in the Communications Policy Act of 1934, as amended, the Cable Communications Policy Act of 1984, the Cable Television Consumer Protection and Competition Act of 1992, and the Telecommunications Act of 1996. If not defined there, the words shall be given their common and ordinary meaning.

**Aboveground Facilities** - see "Overhead Facilities."

**Affiliated Interest** - shall have the same meaning as ORS 759.010.

**Cable Act** - shall mean the Cable Communications Policy Act of 1984, 47 U.S.C. § 521, et seq., as now and hereafter amended.

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

**City** - means the City of Wood Village, an Oregon municipal corporation, and individuals authorized to act on the City's behalf.

**City Council** - means the elected governing body of the City of Wood Village, Oregon.

**Control or Controlling Interest** - means actual working control in whatever manner exercised.

**City Property** - means and includes all real property owned by the City, other than public rights-of-way and utility easements as those are defined herein, and all property held in a proprietary capacity by the City, which are not

subject to right-of-way franchising as provided in this Ordinance.

**Conduit** - means any structure, or portion thereof, containing one or more ducts, conduits, manholes, handholes, bolts, or other facilities used for any telegraph, telephone, cable television, electrical, or communications conductors, or cable right-of-way, owned or controlled, in whole or in part, by one or more public utilities.

**Construction** - means any activity in the public rights-of-way resulting in physical change thereto, including excavation or placement of structures, but excluding routine maintenance or repair of existing facilities.

**Days** - means calendar days unless otherwise specified.

**Duct** - means a single enclosed raceway for conductors or cable.

**Emergency** - has the meaning provided for in ORS 401.025.

**Federal Communications Commission or FCC** - means the federal administrative agency, or its lawful successor, authorized to regulate and oversee telecommunications carriers, services, and providers on a national level.

**Franchise** - means an agreement between the City and a grantee which grants a privilege to use public rights-of-way and utility easements within the City for a dedicated purpose and for specific compensation.

**Grantee** - means the person to which a franchise is granted by the City.

**Oregon Public Utilities Commission or OPUC** - means the statutorily created state agency in the State of Oregon responsible for licensing, regulation, and administration of certain telecommunications carriers as

set forth in Oregon Law, or its lawful successor.

**Overhead or Aboveground Facilities** - means utility poles, utility facilities, and telecommunications facilities above the surface of the ground, including the underground supports and foundations for such facilities.

**Person** - means an individual, corporation, company, association, joint stock company or association, firm, partnership, or limited liability company.

**Private Telecommunications Network** - means a system, including the construction, maintenance, or operation of the system, for the provision of a service or any portion of a service which is owned or operated exclusively by a person for their use and not for resale, directly or indirectly. "Private telecommunications network" includes services provided by the state of Oregon pursuant to ORS 190.240 and 283.140.

**Public Rights-of-Way** - include, but are not limited to, streets, roads, highways, bridges, alleys, sidewalks, trails, paths, public easements, and all other public ways or areas, including the subsurface under and air space over these areas. This definition applies only to the extent of the City's right, title, interest, or authority to grant a franchise to occupy and use such areas for telecommunications facilities. "Public rights-of-way" shall also include utility easements as defined below.

**State** - means the State of Oregon.

**Telecommunications** - means the transmission between and among points specified by the user, of information of the user's choosing, without change in the form or content of the information as sent and received.

**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.

**Telecommunications Carrier** - means any provider of telecommunications services and includes every person that directly or indirectly owns, controls, operates or manages telecommunications facilities within the City.

**Telecommunications Facilities** - means the plant and equipment, other than customer premises equipment, used by a telecommunications carrier.

**Telecommunications Service** - means two-way switched access and transport of voice communications but does not include: (a) services provided by radio common carrier; (b) one-way transmission of television signals; (c) surveying; (d) private telecommunications networks; or (e) communications of the customer which take place on the customer side of on-premises equipment.

**Telecommunications System** - see "Telecommunications Facilities" above.

**Telecommunications Utility** - has the same meaning as ORS 759.005(1).

**Underground Facilities** - means utility and telecommunications facilities located under the surface of the ground, excluding the underground foundations or supports for "Overhead Facilities."

**Usable Space** - means all the space on a pole, except the portion below ground level, the 20 feet of safety clearance space above ground level, and the safety clearance space between communications and power circuits. There is a rebuttable presumption that

six feet of a pole is buried below ground level.

**Utility Easement** - means any easement granted to or owned by the City and acquired, established, dedicated, or devoted for public utility purposes.

**Utility Facilities** - means the plant, equipment, and property, including but not limited to the poles, pipes, mains, conduits, ducts, cable, wires, plant, and equipment located under, on, or above the surface of the ground within the public right-of-way of the City and used or to be used for the purpose of providing utility or telecommunications services.

#### **5.26.050 Registration of Telecommunications Carriers**

A. Purpose: The purpose of registration is:

1. To assure that all telecommunications carriers who have facilities and/or provide services within the City comply with the ordinances, rules, and regulations of the City.

2. To provide the City with accurate and current information concerning the telecommunications carriers who offer to provide telecommunications services within the City, or that own or operate telecommunications facilities within the City.

3. To assist the City in the enforcement of this Ordinance and the collection of any city franchise fees or charges that may be due the City.

B. Registration Required: Except as provided in Section D hereof, all telecommunications carriers having telecommunications facilities within the corporate limits of the City, and all

telecommunications carriers that offer or provide telecommunications service to customer premises within the City, shall register. The appropriate application and license from: (a) the Oregon Public Utility Commission (PUC); or (b) the Federal Communications Commission (FCC) qualify as necessary registration information. Applicants also have the option of providing the following information:

1. The identity and legal status of the registrant, including the name, address, and telephone number of the duly authorized officer, agent, or employee responsible for the accuracy of the registration information.

2. The name, address, and telephone number for the duly authorized officer, agent, or employee to be contacted in case of an emergency.

3. A description of the registrant's existing or proposed telecommunications facilities within the City, a description of the telecommunications facilities that the registrant intends to construct, and a description of the telecommunications service that the registrant intends to offer or provide to persons, firms, businesses, or institutions within the City.

4. Information sufficient to determine whether the transmission, origination, or receipt of the telecommunications services provided, or to be provided, by the registrant constitutes an occupation or privilege subject to any business license requirements. A copy of the business license or the license number must be provided.

C. Registration Fee: Each application for registration as a telecommunications carrier shall be accompanied by a nonrefundable registration fee in an amount to be

determined by resolution of the City Council. The fee should be no higher than necessary to cover the City's costs in processing the registration.

D. Exceptions to Registration: The following telecommunications carriers are excepted from registration:

1. Telecommunications carriers that are owned and operated exclusively for its own use by the state or a political subdivision of this state.

2. A private telecommunications network, provided that such network does not occupy any public rights-of-way of the City.

#### **5.26.060 Construction Permit Required**

A. General: No person shall commence or continue with the construction, installation, or operation of telecommunications facilities within a public right-of-way except as provided in Chapter 5.26, and with all applicable codes, rules, and regulations.

B. Construction-Codes: Telecommunications facilities shall be constructed, installed, operated, and maintained in accordance with all applicable federal, state and local codes, rules, and regulations including the National Electrical Code and the National Electrical Safety Code.

C. Construction Permits: No person shall construct or install any telecommunications facilities within a public right-of-way without first obtaining a construction permit, and paying the construction permit fee established in 5.26.060(G) of this Ordinance. No permit shall be issued for the construction or installation of telecommunications facilities within a public right-of-way:

1. Unless the telecommunications carrier has first filed a registration statement with the City pursuant to 5.26.050 of this Ordinance; and if applicable,

2. Unless the telecommunications carrier has first applied for and received a franchise pursuant to 5.26.110 through 5.26.150 of this Ordinance.

D. Permit Applications: Applications for permits to construct telecommunications facilities shall be submitted upon forms to be provided by the City and shall be accompanied by drawings, plans, and specifications in sufficient detail to demonstrate:

1. That the facilities will be constructed in accordance with all applicable codes, rules and regulations.

2. That the facilities will be constructed in accordance with the franchise agreement.

3. The location and route of all facilities to be installed aboveground or on existing utility poles.

4. The location and route of all new facilities on or in the public rights-of-way to be located under the surface of the ground, including the line and grade proposed for the burial at all points along the route which are within the public rights-of-way. Existing facilities shall be differentiated on the plans from new construction.

5. The location of all of applicant's existing underground utilities, conduits, ducts, pipes, mains and installations which are within the public rights-of-way along the underground route proposed by the applicant. A cross section shall be provided showing new or existing facilities in relation to the street, curb, sidewalk, or right-of-way.

6. The construction methods to be employed for protection of existing

structures, fixtures, and facilities within or adjacent to the public rights-of-way, and description of any improvements that applicant proposes to temporarily or permanently remove or relocate.

E. Applicant's Verification: All permit applications shall be accompanied by the verification of a registered professional engineer, or other qualified and duly authorized representative of the applicant, that the drawings, plans, and specifications submitted with the application comply with applicable technical codes, rules, and regulations.

F. Construction Schedule: All permit applications shall be accompanied by a written construction schedule, which shall include a deadline for completion of construction. The construction schedule is subject to approval by the City.

G. Construction Permit Fee: Unless otherwise provided in a franchise agreement, prior to issuance of a construction permit, the applicant shall pay a permit fee in an amount to be determined by resolution of the City Council. Such fees shall be designed to defray the costs of City administration of the requirements of this Ordinance.

H. Issuance of Permit: If satisfied that the applications, plans, and documents submitted comply with all requirements of this Ordinance and the franchise agreement, the City shall issue a permit authorizing construction of the facilities, subject to such further conditions, restrictions, or regulations affecting the time, place, and manner of performing the work as they may deem necessary or appropriate.

#### **5.26.070 Construction Pursuant to Permit**

A. Notice of Construction: Except in the case of an emergency, the permittee shall notify the City not less than two (2) working days in advance of any excavation or construction in the public rights-of-way.

B. Compliance with Permit: All construction practices and activities shall be in accordance with the permit and approved final plans and specifications for the facilities. The City and their representatives shall be provided access to the work site and such further information as they may require to ensure compliance with such requirements.

C. Non-complying Work: Subject to the notice requirements in 5.26.100(D), all work which does not comply with the permit, the approved or corrected plans and specifications for the work, or the requirements of this Ordinance, shall be removed at the sole expense of the permittee. The City is authorized to stop work in order to assure compliance with the provision of this Ordinance.

D. Completion of Construction: The permittee shall promptly complete all construction activities so as to minimize disruption of the City rights-of-way and other public and private property. All construction work within City rights-of-way, including restoration, must be completed within 120 days of the date of issuance of the construction permit unless an extension or an alternate schedule has been approved by the appropriate City official as contemplated by 5.26.060(F). The City should allow reasonable extensions due to delays caused by inclement weather or other unforeseen circumstances not within the control of the permittee.

E. As-Built Drawings: If requested by the City for a necessary public purpose, the permittee shall furnish the City with up to two (2) complete sets of plans drawn to scale and certified to the City as accurately depicting the location of all telecommunications facilities constructed pursuant to the permit. These plans shall be submitted to the City Engineer or designee within sixty (60) days after completion of construction, in a format mutually acceptable to the permittee and the City.

**5.26.080 Restoration of Public Rights-of-Way and City Property**

A. When a permittee, or any person acting on its behalf, does any work in or affecting any public rights-of-way or City property, it shall, at its own expense, promptly remove any obstructions therefrom and restore such ways or property to the condition in which the property existed prior to construction as determined by the City Engineer or designee.

B. If weather or other conditions do not permit the complete restoration required by this Section, the permittee shall temporarily restore the affected rights-of-way or property. Such temporary restoration shall be at the permittee's sole expense and the permittee shall promptly undertake and complete the required permanent restoration when the weather or other conditions no longer prevent such permanent restoration. Any corresponding modification to the construction schedule may be subject to approval by the City.

C. If the permittee fails to restore rights-of-way or property to good order

and condition, the City shall give the permittee written notice and provide the permittee a reasonable period of time not exceeding thirty (30) days to restore the rights-of-way or property. If, after said notice, the permittee fails to restore the rights-of-way or property to as good a condition as existed before the work was undertaken, the City shall cause such restoration to be made at the expense of the permittee.

D. A permittee or other person acting in its behalf shall use suitable barricades, flags, flagging attendants, lights, flares, and other measures as required for the safety of all members of the general public and to prevent injury or damage to any person, vehicle, or property by reason of such work in or affecting such rights-of-way or property.

**5.26.090 Performance and Completion Bond**

Unless otherwise provided in a franchise agreement, a performance bond, letter of credit, or other form of surety acceptable to the City equal to at least 100% of the estimated cost of constructing permittee's telecommunications facilities within the public rights-of-way of the City, shall be provided before construction is commenced.

A. The surety shall remain in force until sixty (60) days after substantial completion of the work, as determined in writing by the City, including restoration of public rights-of-way and other property affected by the construction.

B. The surety shall guarantee, to the satisfaction of the City:

1. Timely completion of construction;

2. Construction in compliance with applicable plans, permits, technical codes, and standards;

3. Proper location of the facilities as specified by the City;

4. Restoration of the public rights-of-way and other property affected by the construction; and

5. Timely payment and satisfaction of all claims, demands, or liens for labor, material, or services provided in connection with the work.

**5.26.100 Location of Telecommunications Facilities**

A. Location of Facilities: All facilities located within the public right-of-way shall be constructed, installed, and located in accordance with the following terms and conditions, unless otherwise specified in a franchise agreement:

1. Whenever all existing electric utilities, cable facilities, or telecommunications facilities are located underground within a public right-of-way of the City, a grantee with permission to occupy the same public right-of-way must also locate its telecommunications facilities underground.

2. Whenever all new or existing electric utilities, cable facilities, or telecommunications facilities are located or relocated underground within a public right-of-way of the City, a grantee that currently occupies the same public right-of-way shall relocate its facilities underground concurrently with the other affected utilities to minimize disruption of the public right-of-way, absent extraordinary circumstances or undue hardship as determined by the City and

consistent with applicable state and federal law.

B. Interference with the Public Rights-of-way: No grantee may locate or maintain its telecommunications facilities so as to unreasonably interfere with the use of the public rights-of-way by the City, by the general public, or by other persons authorized to use or be present in or upon the public rights-of-way. All use of public rights-of-way shall be consistent with City codes, ordinances, and regulations.

C. Relocation or Removal of Facilities: Except in the case of an emergency, within ninety (90) days following written notice from the City, a grantee shall, at no expense to the City, temporarily or permanently remove, relocate, change, or alter the position of any telecommunications facilities within the public rights-of-way whenever the City shall have determined that such removal, relocation, change, or alteration is reasonably necessary for:

1. The construction, repair, maintenance or installation of any City or other public improvement in or upon the public rights-of-way.

2. The operations of the City or other governmental entity in or upon the public rights-of-way.

3. The public interest.

D. Removal of Unauthorized Facilities: Within thirty (30) days following written notice from the City, any grantee, telecommunications carrier, or other person that owns, controls, or maintains any unauthorized telecommunications system, facility, or related appurtenances within the public rights-of-way of the City shall, at its own expense, remove such facilities and/or appurtenances from the public rights-of-way of the City. Both parties are

required to participate in good faith negotiations on such issues. A telecommunications system or facility is unauthorized and subject to removal in the following circumstances:

1. One year after the expiration or termination of the grantee's telecommunications franchise.

2. Upon abandonment of a facility within the public rights-of-way of the City. A facility will be considered abandoned when it is deactivated, out of service, or not used for its intended and authorized purpose for a period of ninety (90) days or longer. A facility will not be considered abandoned if it is temporarily out of service during performance of repairs or if the facility is being replaced. The City shall make a reasonable attempt to contact the telecommunications carrier before concluding that a facility is abandoned. A facility may be abandoned in place and not removed if there is no apparent risk to the public safety, health, or welfare.

3. If the system or facility was constructed or installed without the appropriate prior authority at the time of installation.

4. If the system or facility was constructed or installed at a location not permitted by the grantee's telecommunications franchise or other legally sufficient permit.

E. Coordination of Construction Activities: All grantees are required to make a good faith effort to cooperate with the City.

1. By January 1 of each year, grantees shall provide the City with a schedule of their known proposed construction activities in, around, or that may affect the public rights-of-way.

2. If requested by the City, each grantee shall meet with the City annually or as determined by the City, to schedule and coordinate construction in the public rights-of-way. At that time, City will provide available information on plans for local, state, and/or federal construction projects.

3. All construction locations, activities, and schedules shall be coordinated, as ordered by the City Engineer or designee, to minimize public inconvenience, disruption, or damages.

### **5.26.110 Telecommunications Franchise**

A. Telecommunications Franchise: A telecommunications franchise shall be required of any telecommunications carrier who desires to occupy public rights-of-way of the City.

B. Application: Any person that desires a telecommunications franchise must register as a telecommunications carrier and shall file an application with the City which includes the following information:

1. The identity of the applicant.

2. A description of the telecommunications services that are to be offered or provided by the applicant over its telecommunications facilities.

3. Engineering plans, specifications, and a network map in a form customarily used by the applicant of the facilities located or to be located within the public rights-of-way in the City, including the location and route requested for applicant's proposed telecommunications facilities.

4. The area or areas of the City the applicant desires to serve and a preliminary construction schedule for build-out to the entire franchise area.

5. Information to establish that the applicant has obtained all other governmental approvals and permits to construct and operate the facilities and to offer or provide the telecommunications services proposed.

6. An accurate map showing the location of any existing telecommunications facilities in the City that applicant intends to use or lease.

C. Application and Review Fee:

1. Subject to applicable state law, applicant shall reimburse the City for such reasonable costs as the City incurs in entering into the franchise agreement.

2. An application and review fee of \$2,000 shall be deposited with the City as part of the application filed pursuant to 5.26.110(B) above. Expenses exceeding the deposit will be billed to the applicant or the unused portion of the deposit will be returned to the applicant following the determination granting or denying the franchise.

D. Determination by the City: The City shall issue a written determination granting or denying the application in whole or in part. If the application is denied, the written determination shall include the reasons for denial.

E. Rights Granted: No franchise granted pursuant to this Ordinance shall convey any right, title, or interest in the public rights-of-way, but shall be deemed a grant to use and occupy the public rights-of-way for the limited purposes and term, and upon the conditions stated in the franchise agreement.

F. Term of Grant: Unless otherwise specified in a franchise agreement, a telecommunications franchise granted hereunder shall be in effect for a term of five years.

G. Franchise Territory: Unless otherwise specified in a franchise agreement, a telecommunications franchise granted hereunder shall be limited to a specific geographic area of the City to be served by the franchise grantee, and the public rights-of-way necessary to serve such areas, and may include the entire city.

H. Franchise Fee: Each franchise granted by the City is subject to the City's right, which is expressly reserved, to fix a fair and reasonable compensation to be paid for the privileges granted; provided nothing in this Ordinance shall prohibit the City and a grantee from agreeing to the compensation to be paid. The compensation shall be subject to the specific payment terms and conditions contained in the franchise agreement and applicable state and federal laws.

I. Amendment of Grant: Conditions for amending a franchises:

1. A new application and grant shall be required of any telecommunications carrier that desires to extend or locate its telecommunications facilities in public rights-of-way of the City which are not included in a franchise previously granted under this Ordinance.

2. If ordered by the City to locate or relocate its telecommunications facilities in public rights-of-way not included in a previously granted franchise, the City shall grant an amendment without further application.

3. A new application and grant shall be required of any telecommunications carrier that desires to provide a service which was not included in a franchise previously granted under this Ordinance.

**5.26.120. Franchise Renewal**

A. Renewal Applications: A grantee that desires to renew its franchise under this Ordinance shall, not less than 180 days before expiration of the current agreement, file an application with the City for renewal of its franchise which shall include the following information:

1. The information required pursuant to 5.26.110(B) of this Ordinance.

2. Any information required pursuant to the franchise agreement between the City and the grantee.

B. Renewal Determinations: Within 90 days after receiving a complete application under Section A hereof, the City shall issue a written determination granting or denying the renewal application in whole or in part, applying the following standards. If the renewal application is denied, the written determination shall include the reasons for non-renewal.

1. The financial and technical ability of the applicant.

2. The legal ability of the applicant.

3. The continuing capacity of the public rights-of-way to accommodate the applicant's existing and proposed facilities.

4. The applicant's compliance with the requirements of this Ordinance and the franchise agreement.

5. Applicable federal, state, and local telecommunications laws, rules, and policies.

6. Such other factors as may demonstrate that the continued grant to use the public rights-of-way will serve the community interest.

C. Obligation to Cure As a Condition of Renewal: No franchise shall be renewed until any ongoing violations or defaults in the grantee's performance of the agreement, or of the

requirements of this Ordinance, have been cured, or a plan detailing the corrective action to be taken by the grantee has been approved by the City.

#### **5.26.130 Assignments or Transfers of System or Franchise**

Ownership or control of a majority interest in a telecommunications system or franchise may not, directly or indirectly, be transferred, assigned, or disposed of by sale, lease, merger, consolidation, or other act of the grantee, by operation of law or otherwise, without the prior consent of the City, which consent shall not be unreasonably withheld or delayed, and then only on such reasonable conditions as may be prescribed in such consent.

1. Grantee and the proposed assignee or transferee of the franchise or system shall agree, in writing, to assume and abide by all of the provisions of the franchise.

2. No transfer shall be approved unless the assignee or transferee has the legal, technical, financial, and other requisite qualifications to own, hold, and operate the telecommunications system pursuant to this Ordinance.

3. Unless otherwise provided in a franchise agreement, the grantee shall reimburse the City for all direct and indirect fees, costs, and expenses reasonably incurred by the City in considering a request to transfer or assign a telecommunications franchise.

4. Any transfer or assignment of a telecommunications franchise, system, or integral part of a system without prior approval of the City under this Section or pursuant to a franchise agreement shall be void and is cause for revocation of the franchise.

## 5.26.140 Revocation

A. Revocation or Termination of Franchise: A franchise to use or occupy public rights-of-way of the City may be revoked for the following reasons:

1. Construction or operation in the City or in the public rights-of-way of the City without a construction permit.

2. Construction or operation at an unauthorized location.

3. Failure to comply with 5.26.130 herein with respect to sale, transfer, or assignment of a telecommunications system or franchise.

4. Misrepresentation by or on behalf of a grantee in any application to the City.

5. Abandonment of telecommunications facilities in the public rights-of-way.

6. Failure to relocate or remove facilities as required in this Ordinance.

7. Failure to pay taxes, compensation, fees, or costs when and as due the City under this Ordinance.

8. Insolvency or bankruptcy of the grantee.

9. Violation of material provisions of this Ordinance.

10. Violation of the material terms of a franchise agreement.

B. Notice and Duty to Cure: In the event that the City believes that grounds exist for revocation of a franchise, the City shall give the grantee written notice of the apparent violation or noncompliance, providing a short and concise statement of the nature and general facts of the violation or noncompliance, and providing the grantee a reasonable period of time, not exceeding thirty (30) days, to furnish evidence that:

1. Corrective action has been, or is being actively and expeditiously pursued, to remedy the violation or noncompliance;

2. Rebutts the alleged violation or noncompliance; and/or

3. It would be in the public interest to impose some penalty or sanction less than revocation.

C. Public Hearing: In the event that a grantee fails to provide evidence reasonably satisfactory to the City as provided in Section B hereof, the City Administrator may refer the apparent violation or non-compliance to the City Council. The City Council shall provide the grantee with notice and a reasonable opportunity to be heard concerning the matter.

D. Standards for Revocation or Lesser Sanctions: If persuaded that the grantee has violated or failed to comply with material provisions of this Ordinance, or of a franchise agreement, the City Council shall determine whether to revoke the franchise, or to establish some lesser sanction and cure, considering the nature, circumstances, extent, and gravity of the violation as reflected by one or more of the following factors. Whether:

1. The misconduct was egregious.

2. Substantial harm resulted.

3. The violation was intentional.

4. There is a history of prior violations of the same or other requirements.

5. There is a history of overall compliance.

6. The violation was voluntarily disclosed, admitted, or cured.

E. Other City Costs: All grantees shall, within thirty (30) days after written demand therefore, reimburse the City for all reasonable direct and indirect costs

and expenses incurred by the City in connection with any modification, amendment, renewal, or transfer of the franchise or any franchise agreement consistent with applicable state and federal laws.

### **5.26.150 General Franchise Terms**

A. Facilities: Upon request and unless already provided by grantee, each grantee shall provide the City with an accurate map or maps certifying the location of all telecommunications facilities within the public rights-of-way.

B. Damage to Grantee's Facilities: Unless directly and proximately caused by negligent, careless, wrongful, willful, intentional, or malicious acts by the City, and consistent with Oregon law, the City shall not be liable for any damage to or loss of any telecommunications facility within the public rights-of-way of the City as a result of or in connection with any public works, public improvements, construction, excavation, grading, filling, or work of any kind in the public rights-of-way by or on behalf of the City, or for any consequential losses resulting directly or indirectly therefrom.

C. Duty to Provide Information: Except in emergencies, within sixty (60) days of a written request from the City, each grantee shall furnish the City with the following:

1. Information sufficient to demonstrate that grantee has complied with all requirements of this Ordinance.

2. All books, records, maps, and other documents, maintained by the grantee with respect to its facilities within the public rights-of-way shall be made available for inspection by the City at reasonable times and intervals.

D. Service to the City: The City may request the grantee to provide telecommunications services to the City. Upon such request, the grantee will make available to the City the price lists and tariffs for its service offerings and will thereafter provide any ordered service to the City on the same basis as for any other person for a like and contemporaneous service under substantially similar circumstances.

E. Compensation for City Property: If any right is granted, by lease, franchise or other manner, to use and occupy City property for the installation of telecommunications facilities, the compensation to be paid for such right and use shall be fixed by the City.

F. Cable Franchise: Telecommunication carriers providing cable service shall be subject to the cable franchise requirements of the Mt. Hood Cable Regulatory Commission, of which the City is a member.

G. Leased Capacity: A grantee shall have the right, without prior City approval, to offer or provide capacity or bandwidth to its customers; provided that the grantee shall notify the City that such lease or agreement has been granted to a customer or lessee.

H. Grantee Insurance: Unless otherwise provided in a franchise agreement, each grantee shall, as a condition of the grant, secure and maintain the following liability insurance policies insuring both the grantee and the City, and its elected and appointed officers, officials, agents, and employees as coinsured:

1. Comprehensive general liability insurance with limits not less than
  - a. Three Million Dollars (\$3,000,000) for bodily injury or death to each person;

b. Three Million Dollars (\$3,000,000) for property damage resulting from any one accident; and,

c. Three Million Dollars (\$3,000,000) for all other types of liability.

2. Automobile liability for owned, non-owned, and hired vehicles with a limit of One Million Dollars (\$1,000,000) for each person and Three Million Dollars (\$3,000,000) for each accident.

3. Workers' compensation within statutory limits and employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000).

4. Comprehensive form premises operations, explosions and collapse hazard, underground hazard, and products completed hazard with limits of not less than Three Million Dollars (\$3,000,000).

5. The liability insurance policies required by this Section shall be maintained by the grantee throughout the term of the telecommunications franchise, and such other period of time during which the grantee is operating without a franchise hereunder, or is engaged in the removal of its telecommunications facilities. Each such insurance policy shall contain the following endorsement:

"It is hereby understood and agreed that this policy may not be canceled nor the intention not to renew be stated until 90 days after receipt by the City, by registered mail, of a written notice addressed to the City of such intent to cancel or not to renew."

6. Within sixty (60) days after receipt by the City of said notice, and in no event later than thirty (30) days prior to said cancellation, the grantee shall obtain and furnish to the City evidence

that the grantee meets the requirements of this Section.

7. As an alternative to the insurance requirements contained herein, a grantee may provide evidence of self-insurance subject to review and acceptance by the City.

I. General Indemnification: Each franchise agreement shall include, to the extent permitted by law, grantee's express undertaking to defend, indemnify, and hold the City and its officers, employees, agents, and representatives harmless from and against any and all damages, losses, and expenses, including reasonable attorney's fees and costs of suit or defense, arising out of, resulting from, or alleged to arise out of or result from the negligent, careless, or wrongful acts, omissions, failures to act, or misconduct of the grantee or its affiliates, officers, employees, agents, contractors, or subcontractors in the construction, operation, maintenance, repair, or removal of its telecommunications facilities, and in providing or offering telecommunications services over the facilities or network, whether such acts or omissions are authorized, allowed, or prohibited by this Ordinance or by a franchise agreement made or entered into pursuant to this Ordinance.

J. Performance Surety: Before a franchise granted pursuant to this Ordinance is effective, and as necessary thereafter, the grantee shall provide a performance bond, in form and substance acceptable to the City, as security for the full and complete performance of a franchise granted under this Ordinance, including any costs, expenses, damages, or loss the City pays or incurs because of any failure attributable to the grantee to comply with

the codes, ordinances, rules, regulations, or permits of the City. This obligation is in addition to the performance surety required by 5.26.090 for construction of facilities.

### **5.26.160 General Provisions**

A. Governing Law: Any franchise granted under this Ordinance is subject to the provisions of the Constitution and laws of the United States and the State of Oregon, and the Ordinances and Charter of the City.

B. Written Agreement: No franchise shall be granted hereunder unless the agreement is in writing.

C. Nonexclusive Grant: No franchise granted under this Ordinance shall confer any exclusive right, privilege, license, or franchise to occupy or use the public rights-of-way of the City for delivery of telecommunications services or any other purposes.

D. Severability and Preemption: If any article, section, subsection, sentence, clause, phrase, term, provision, condition, covenant, or portion of this Ordinance is for any reason 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 the Ordinance 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, provision, condition, covenant, and portion of this Ordinance shall be valid and enforceable to the fullest extent permitted by law. In the event that federal or state laws, rules, or

regulations preempt a provision or limit the enforceability of a provision of this Ordinance, then the provision shall be read to be preempted only to the extent required by law. In the event such federal or state law, rule, or regulation is subsequently repealed, rescinded, amended, or otherwise changed so that the provision hereof that had been preempted is no longer preempted, such provision shall thereupon return to full force and effect. and shall thereafter be binding, without the requirement of further action on the part of the City.

E. Penalties: Any person found guilty of violating, disobeying, omitting, neglecting, or refusing to comply with any of the provisions of this Ordinance shall be fined not less than One Hundred Dollars (\$100.00) nor more than One Thousand Dollars (\$1,000.00) for each offense. A separate and distinct offense shall be deemed committed each day on which a violation occurs.

F. Other Remedies: Nothing in this Ordinance shall be construed as limiting any judicial remedies that the City may have, at law or in equity, for enforcement of this Ordinance.

G. Captions: The captions to sections throughout this Ordinance are intended solely to facilitate reading and reference to the sections and provisions contained herein. Such captions shall not affect the meaning or interpretation of this Ordinance.

H. Compliance with Laws: Any grantee under this Ordinance shall comply with all federal and state laws and regulations, including regulations of any administrative agency thereof, as well as all ordinances, resolutions, rules, and regulations of the City heretofore or hereafter adopted or established during the entire term of any franchise granted

under this Ordinance, which are relevant and relate to the construction, maintenance, and operation of a telecommunications system.

I. Consent: Wherever the consent of either the City or of the grantee is specifically required by this Ordinance or in a franchise granted, such consent will not be unreasonably withheld.

J. Application to Existing Ordinance and Agreements: To the extent that this Ordinance is not in conflict with and can be implemented with existing ordinance and franchise agreements, this Ordinance shall apply to all existing ordinance and franchise agreements for use of the public right-of-way for telecommunications.

K. Confidentiality: The City agrees to use its best efforts to preserve the confidentiality of information as requested by a grantee, to the extent permitted by the Oregon Public Records Law. (Ord. 8-2000 new)

#### **5.26.170 Privilege Tax.**

A. Privilege Tax Imposed: A privilege tax of seven percent (7%) is hereby imposed on the Gross Revenues of any telecommunications carrier using the City's streets, alleys, or highways that is not operating under a franchise granted pursuant to WVC 5.26.110 to 5.26.160.

B. Definition of Gross Revenue: As used in this section, "gross revenue" means those revenues derived from exchange access services, as defined in ORS 401.710, less net uncollectibles from such revenues.

C. Payment Dates: Tax payments shall be made quarterly on or before 45 days after the end of the preceding quarter.

D. Audit: The City shall have the right to conduct or cause to be conducted an audit of gross revenues as defined herein for the purpose of ascertaining whether the telecommunications carrier's tax payments have met the requirements of this Section. Any undisputed differences of payment due either the City or the telecommunications carrier following audit shall be payable within thirty (30) days after written notice to the affected party.

E. Interest on Late Payments: In the event the privilege tax is not paid on or before the due date, interest shall be owed on the tax in the amount of nine percent (9%) from the date due to the date on which payment is received by the City, compounded daily.

F. Franchise Required: Nothing in this section is intended to excuse a telecommunications carrier from the obligation to obtain a franchise as provided in this Chapter or from compliance with any other requirement of Chapter 5.26. Acceptance of privilege tax payments pursuant to this Section is not to be construed as a waiver by the City of such requirements. At any time, the City may demand a telecommunications carrier to obtain the required franchise requirement or remove its facilities from the City's streets, alleys and highways, as provided in Chapter 5.26. (Ord. 12-2004 new section)

**Chapter 5.28**

**CABLE TELEVISION  
FRANCHISES  
CUSTOMER SERVICE  
STANDARDS**

**Sections:**

- 5.28.010 Definitions**
- 5.28.020 Local Office and Office Hours**
- 5.28.030 Telephone Answering Standards**
- 5.28.040 Installations, Disconnections, Outages and Service Calls**
- 5.28.050 Notice Requirements**
- 5.28.060 Billing**
- 5.28.070 Reporting**

**5.28.010 Definitions**

A. "Normal Business Hours" means those hours during which most similar businesses in the community are open to serve customers. In all cases, Normal Business Hours must include some evening hours at least one night per week and some weekend hours.

B. "Normal Operating Conditions" means those service conditions which are within the control of the cable operator. Those conditions which are not within the control of the cable operator include, but are not limited to, natural disasters, civil disturbances, power outages, telephone network outages, and severe or unusual weather conditions. Those conditions which are ordinarily within the control of the cable operator include, but are not limited to, special promotions, pay-per-view events, rate increases, regular peak or seasonal demand periods, and maintenance or upgrade of the cable system.

The listed examples are not meant to be all-inclusive, and operators must adjust their staffing and operations to maintain compliance with the service standards in anticipation of events and conditions within their control.

C. "Service Interruption" means the loss of picture or sound on one or more cable channels.

**5.28.020 Local Office and Office Hours**

A. Customer service center and bill payment locations shall be open at least during Normal Business Hours and shall be conveniently located.

B. Cable operator customer service centers must be adequately staffed and able to respond to subscribers and the public not less than 50 hours per week, with a minimum of nine hours per day on weekdays and five hours on weekends excluding legal holidays.

C. As used herein, "adequately staffed" means customer service representatives are available to respond to customers who come to the service center in at least the following ways:

1. To accept payments;
2. To exchange or accept returned converters or other company equipment;
3. To respond to inquiries; and
4. To schedule and conduct service or repair calls.

**5.28.030 Telephone Answering Standards**

A. Cable system office hours and telephone availability.

1. The cable operator shall maintain a local, toll-free or collect call telephone access line which shall be available to its subscribers 24 hours a day, seven days a

week. Cable operators shall provide, in at least one prominent location, an easily identifiable telephone number for local customer service on all bills, account statements or statements of service to its subscribers.

2. Toll-free telephone lines, either staffed or with answering capability, providing at least emergency referral information, must be operational 24 hours a day, including weekends and holidays.

3. Trained company representatives shall be available to respond to customer telephone inquiries during Normal Business Hours.

4. After Normal Business Hours, the access line may be answered by a service or an automated response system, including an answering machine. Inquiries received after Normal Business Hours must be responded to by a trained company representative on the next business day.

B. Telephone Answering Time. Under Normal Operating Conditions, telephone answer time by a customer representative, including wait time, shall not exceed thirty (30) seconds when the connection is made. If the call needs to be transferred, transfer time shall not exceed thirty (30) seconds. These standards shall be met no less than ninety (90) percent of the time under Normal Operating Conditions, measured on a calendar quarterly basis.

C. Busy Phones. Under Normal Operating Conditions, the customer shall receive a busy signal less than three (3) percent of the time.

**5.28.040 Installations,  
Disconnections, Outages  
and Service Calls**

Under Normal Operating Conditions, each of the following standards shall be met no less than ninety five (95) percent of the time measured on a quarterly basis:

A. Standard installations shall be performed within seven (7) business days after an order has been placed.

B. The cable operator shall begin work on Service Interruptions promptly and no later than 24 hours after the interruption becomes known. The cable operator must begin working on other service problems the next business day after notification of the service problem. Working on Service Interruptions must be more than merely acknowledging it.

C. The appointment alternatives for installations, service calls and other installation activities shall be either a specific time or, at maximum, a four-hour time block during Normal Business Hours. The operator may schedule service calls and other installation activities outside of Normal Business Hours for the express convenience of the customer.

D. The cable operator shall be deemed to have honored a scheduled appointment under the provisions of this section when a technician arrives within the agreed upon time and, if the subscriber is absent when the technician arrives, the technician leaves written notification of arrival and return time, and a copy of that notification is kept by the cable operator.

E. A cable operator may not cancel an appointment with a customer after the close of business on the business day prior to the scheduled appointment. Rescheduling an appointment is an independent obligation and does not necessarily excuse the missed appointment.

F. If a cable operator representative is running late for an appointment with a customer and will not be able to keep the appointment as scheduled, the customer shall be contacted. The appointment shall be rescheduled, as necessary, at a time which is convenient for the customer.

#### **5.28.050 Notice Requirements**

A. Notice of Services, Procedures. The cable operator shall provide written information on each of the following areas at the time of service installation, at least annually to all subscribers, and at any time upon request:

1. Products and services offered;
2. Prices and options for programming services and conditions of subscription to programming and other services;
3. Installation and service maintenance policies;
4. Instructions on how to use the cable service;
5. Channel positions programming carried on the system; and,
6. Billing and complaint procedures, including the address and telephone number of the local franchise authority's cable office.

B. Notice of Change in Service. Customers shall be notified of any changes in rates, programming services or channel positions as soon as possible in writing. Notice must be given to subscribers a minimum of thirty (30) days in advance of such changes if the change is within the control of the cable operator. In addition, the cable operator shall notify subscribers thirty (30) days in advance of any significant changes in the other information required by this Section V. Notwithstanding any other

provision of Part 76 of the Code of Federal Regulations, a cable operator shall not be required to provide prior notice of any rate change that is the result of a regulatory fee, franchise fee, or any other fee, tax, assessment, or charge of any kind imposed by any Federal agency, State, or franchising authority on the transaction between the operator and the subscriber.

#### **5.28.060 Billing**

A. Bill Format. Bills shall be clear, concise and understandable. Bills must be fully itemized, with itemizations including, but not limited to, basic and premium service charges and equipment charges. Bills shall also clearly delineate all activity during the billing period, including optional charges, rebates and credits.

B. Response to Complaint. In case of a billing dispute, the cable operator must respond to a written complaint from a subscriber within seven (7) calendar days.

C. Refunds. Refund checks shall be issued promptly, but no later than either the customer's next billing cycle following resolution of the request or thirty (30) days, whichever is earlier. The cable operator may withhold a refund pending the customer returning the equipment supplied by the cable operator if service is terminated.

D. Credits. Credits for service shall be issued no later than the customer's next billing cycle following the determination that a credit is warranted.

#### **5.28.070 Reporting**

Cable operators shall file reports to the Mt. Hood Cable Regulatory

Commission on a quarterly basis showing the performance of their customer service standard obligations under this section. The quarterly reports shall cover the periods January 1 through March 31; April 1 through June 31; July 1 through September 31; and October 1 through December 31. The reports shall be due no later than 30 days following the end of a quarter. The reports shall include, at a minimum, figures and narrative indicating performance of the standards for:

- A. Local office hours;
  - B. Telephone call center hours;
  - C. Telephone answering;
  - D. Busy signal statistics;
  - E. Standard installations;
  - F. Service interruptions;
  - G. Appointment windows: made, cancelled, and rescheduled;
  - H. Notice requirements;
  - I. Billing (refunds and credits);
- (Ord. 6-2001 § 1 new)