

EXHIBIT A

CITY OF PORTLAND FRANCHISE APPLICATION

PRELIMINARY MEETING

The information requested below is the first step in the process of acquiring a franchise with the City of Portland. Upon receiving your response, we will contact you to arrange a preliminary meeting between your representatives and City staff. The meeting will be an opportunity for both parties to get further information. Prior to the meeting, please read the attached examples of standard requirements the City includes in most franchise agreements. Many of these provisions are required by City Charter or City Code.

INFORMATION REQUESTED FOR PRELIMINARY MEETING

The information we need before our preliminary meeting with you is listed below. Please provide the information on company letterhead and send to this address:

Office of Cable Communications & Franchise Management
1120 S.W. 5th Ave., Room 1021
Portland, OR 97204

1. Business name.
2. Business address.
3. Contact person, title and phone number.
4. Describe the type of ownership of the business and list any affiliated businesses, including parent or subsidiary organizations.
5. Describe the purpose(s) of your business.
6. Describe the type of service you propose to provide, your experience in providing it, and your intended customers.
7. Describe your proposed facilities in the right of way and your intended timelines for each phase of construction.
8. Describe your company's experience in constructing and maintaining facilities in the right of way. List other franchises and/or the names of other jurisdictions in which you have similar facilities in the right of way.
9. If available, enclose your latest annual report or, if a new company, your business plan.

ADDITIONAL INFORMATION AND DEPOSIT

If, after the first meeting, you decide to pursue a franchise, we will require additional information as necessary and a deposit of \$10,000 to cover the City's costs of developing the agreement. If, at the end of the application process, these costs total less than the amount of deposit, the balance will be refunded; if the costs total more than the deposit, the franchisee will be billed for the balance. Eligible costs do not include the cost of publication of the franchise, for which the franchisee is responsible by City Charter. Upon receipt of the deposit we will contact you to establish a schedule for further negotiations.

If you have any questions about the application or the process, please call the City's Office of Cable Communications and Franchise Management at (503) 796-5385.

SAMPLE FRANCHISE PROVISIONS

ORDINANCE NO.

An Ordinance granting a franchise to _____, its successors and assigns, to use certain streets and public ways within the City of Portland for _____, and fixing the terms and conditions of the grant in connection with its business of _____ for a period of _____ years.

The City of Portland ordains:

Section 1. NATURE AND TERM OF GRANT

A. The City of Portland (City), does hereby grant to _____ who are qualified to do business in Oregon, (Grantee), and to its successors and assigns, a franchise to construct, operate and maintain a _____, with all necessary appurtenances, in and under the surface of the following streets and public places in the City, as shown in red on the map attached hereto and incorporated by reference:

B. The term of this franchise, and all rights and obligations pertaining thereto, shall be _____ years from the effective date of the franchise unless terminated sooner as provided herein. The effective date of this franchise shall be 60 days after passage by the City Council unless Grantee fails to file a written acceptance of this franchise as provided herein.

Section 2. DEFINITIONS

For the purpose of this franchise agreement, the following terms, phrases, and their derivations, shall have the meanings given below unless the context indicates otherwise. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular include the plural number. The word "shall" is always mandatory and not merely directory.

- A.
- B.

Section 3. COMPENSATION AND AUDITING

A. The Grantee agrees to pay as compensation for the use of the streets throughout the duration of this franchise,

Grantee's compensation payments to the City shall be made

_____ upon the effective date of this franchise, and thereafter,
 _____ (monthly, quarterly, annually or other).

Payment not received within forty-five (45) days from the due date shall be assessed interest at the rate of one percent (1%) compounded monthly from the due date.

At the end of each year, Grantee shall recalculate the compensation due the City for the year based on the formulas and definitions described herein. If additional amounts are owed the City by Grantee, said amounts shall be paid within 45 days. If Grantee has overpaid the City, the excess shall be taken as a credit against future compensation due the City.

Except as otherwise required by law, no portion of this franchise fee shall be noted separately on any bill to any customer or user of services or commodities furnished by Grantee.

The Grantee shall pay the cost of publication of the franchise and any amendments thereto, as such publication is required by law. Grantee shall also pay the City for such reasonable pre-franchising costs as the City incurs in entering into this franchise agreement with the City.

The City shall have the right at the end of a _____ year period from the effective date of this franchise to renegotiate any of the terms of compensation under this franchise. The City shall serve on the Grantee written notice of its intention to exercise this right not less than sixty (60) days prior to the end of the _____ year period. If the City and Grantee cannot agree on new terms of compensation within 90 days from the date of the City's notice, the matter shall be submitted to binding arbitration. The Grantee and the City shall each select one arbitrator, and the two arbitrators shall each select a third. The decision of the majority of the arbitrators shall be final and binding. Each party shall pay the cost of the arbitrator it selected, plus one-half the cost of the third arbitrator.

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

All amounts paid shall be subject to confirmation and recomputation by the City. The Grantee agrees to reimburse the City for:

- (a) The reasonable costs of such confirmation if the City's recomputation discloses that the Grantee has paid 95% or less of the franchise fee owing for the period at issue; or
- (b) One-half of the reasonable costs of such confirmation if the City's recomputation discloses that the Grantee had paid more than 95% but less than 98% of the franchise fee owing for the period at

issue.

If the City determines that Grantee made any underpayment, and that the underpayment exceeded 5% of the amount due, Grantee shall pay interest compounded monthly at the rate of one percent (1%). Interest shall be due on the entire underpayment or on the entire late payment from the date on which payment was due until the date on which full payment is received.

Accompanying any payment based upon the capacity based fee, as defined herein, Grantee shall supply to the City a certificate from an independent certified public accountant, attesting to an audit showing that the amount of the compensation paid under this section is in compliance with the requirement of this franchise.

C. Payment of this franchise fee shall not exempt Grantee from the payment of any other license fee, tax or charge on the business, occupation, property or income of Grantee that may be imposed by the City, except as may otherwise be provided in the ordinance or ordinances imposing such other license fee, tax or charge.

Section 4. GENERAL FINANCIAL AND INSURANCE PROVISIONS

A. 1. Insurance. The Grantee shall maintain public liability and property damage insurance that protects the Grantee and the City and its officers, agents, and employees from the claims referred to in Section 7. The insurance shall provide coverage at all times for not less than \$300,000 for personal injury to each person, \$500,000 for each occurrence, and \$500,000 for each occurrence involving property damages plus costs of defense; or a single limit policy of not less than \$500,000 covering all claims per occurrence, plus costs of defense. The limits of the insurance shall be subject to statutory changes as to maximum limits of liability imposed on municipalities of the State of Oregon during the term of the franchise. The insurance shall be without prejudice to coverage otherwise existing and shall name as additional insureds the City and its officers, agents, and employees. Notwithstanding the naming of additional insureds, the insurance shall protect each insured in the same manner as though a separate policy had been issued to each, but nothing herein shall operate to increase the insurer's liability as set forth elsewhere in the policy beyond the amount or amounts for which the insurer would have been liable if only one person or interest had been named as insured. The coverage must apply as to claims between insureds on the policy. The insurance shall provide that the insurance shall not be cancelled or materially altered without thirty (30) days written notice first being given to the City Auditor. If the insurance is cancelled or materially altered within the term of this franchise, Grantee shall provide a new policy with the same terms. Grantee agrees to maintain continuous uninterrupted coverage, in the amounts required, for the duration of the franchise.

2. The Grantee shall maintain on file with the City Auditor a certificate of insurance certifying the coverage required above. The adequacy

of the insurance shall be subject to the approval of the City Attorney. Failure to maintain liability insurance shall be cause for immediate termination of this franchise by the City.

B. Faithful Performance Bond. Upon the effective date of the franchise, the Grantee shall furnish proof of the posting of a faithful performance bond running to the City, with good and sufficient surety approved by the City, in the penal sum of _____ conditioned that the Grantee shall well and truly observe, fulfill, and perform each term and condition of the franchise. Such bond shall be maintained by the Grantee throughout the term of this franchise.

Grantee shall pay all premiums charged for the bond, and shall keep the same in full force and effect at all times throughout the term of the franchise, including the removal of all of Grantee's system installed in the City's streets.

The bond shall contain a provision that it shall not be terminated or otherwise allowed to expire without prior 30 days written notice first being given to the City Auditor. The bond shall be in a form satisfactory to the City Attorney. During the term of the franchise, Grantee shall file with the City Auditor a duplicate copy of the bond along with written evidence of the required premiums.

Section 5. COVENANT TO INDEMNIFY AND HOLD THE CITY HARMLESS. Grantee hereby agrees and covenants to indemnify, defend and hold the City, its officers, agents and employees, harmless from any claim for injury, damage, loss, liability, cost or expense, including court and appeal costs and attorney fees or expenses, arising from any casualty or accident to person or property by reason of any construction, excavation or any other act done under this franchise, by or for Grantee, its agents or employees, or by reason of any neglect or omission of Grantee to keep its system in a safe condition. Grantee shall consult and cooperate with the City while conducting its defense of the City.

Grantee also hereby agrees to indemnify the City for any damages, claims, additional costs or expenses assessed against or payable by the City arising out of or resulting, directly or indirectly, from Grantee's failure to remove, adjust or relocate any of its facilities in a timely manner in accordance with a relocation schedule furnished Grantee by the City Engineer in writing, unless Grantee's failure arises directly from the City's negligence or willful misconduct.

Section 6. CONSTRUCTION AND RELOCATION.

A. Grantee may perform all necessary construction to provide _____ . All construction and maintenance of any and all facilities within City streets incident to Grantee's provision of service shall, regardless of who performs construction, be and remain the

responsibility of Grantee. Grantee shall apply for and obtain all permits necessary for construction of any such facilities, and for excavation and laying of any lines, conduits or other appurtenances within City streets. Grantee shall pay all applicable fees upon issuance of the requisite construction permits by the City to Grantee.

Prior to beginning construction, Grantee shall provide the City with a construction schedule for work in the City's streets and the estimated total cost of such work. When Grantee's construction of facilities in the City's streets is completed, Grantee shall provide the City with actual figures on the total time spent installing its facilities, the total cost of such installation and the total amount of city streets, measured linearly, occupied by Grantee's system, with a map showing same.

Grantee may make all needed excavations in City streets for any facility needed for the maintenance or extension of the Grantee's system. Prior to doing such work, Grantee must apply for, and obtain, appropriate permits from the City, and give appropriate notices to any further franchisees, licensees or permittees of the City, or bureaus of the City, or other units of government owning or maintaining facilities which may be affected by the proposed excavation.

In the event that emergency repairs are necessary, Grantee shall immediately notify the City of the need for such repairs. Grantee may initiate such emergency repairs, and shall apply for appropriate permits within 48 hours after discovery of the emergency. Grantee must comply with all Charter and ordinance provisions relating to such excavations or construction, including the payment of permit or license fees.

B. Within forty-eight (48) hours after any City bureau or City franchisee, licensee or permittee notifies Grantee of a proposed street excavation, the Grantee shall;

- (a) Mark all of its locatable underground facilities within the area of the proposed excavation;
- (b) Notify the excavator of any unlocatable underground facilities in the area of the proposed excavation; or
- (c) Notify the excavator that the Grantee does not have any underground facilities in the vicinity of the proposed excavation.

C. The City shall have the right to require Grantee to change the location of any conduit, structure or facility within the street area when the public convenience requires such change, and the expense thereof shall be paid by Grantee. Should Grantee fail to remove or relocate any such pipes, wires, conduits or other facilities by the date established by the City, the City may effect such removal or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by the City due to Grantee's delay. If the City requires Grantee to relocate its facilities

located within the City's streets, the City will make a reasonable effort to provide Grantee with an alternate location for its facilities within the City's streets.

D. Grantee's system shall be constructed and maintained in such manner as not to interfere with sewers, water pipes, or any other property of the City, or with any other pipes, wires, conduits or other facilities that may have been laid in the streets by or under the City's authority. The system constructed or erected by Grantee shall be of good quality and workmanship and shall be maintained in good repair and efficiency.

E. Upon Grantee's acquisition of any conduit, facilities or other appurtenances in any City street, or upon any addition to the City of any area in which Grantee retains any such property in any street, the Grantee shall submit to the City a statement describing all properties involved, whether authorized by franchise or prior right, and specifying the location of all such properties. Such property shall immediately be subject to the terms of this franchise.

Section 7. RESTORATION OF STREETS. Whenever Grantee disturbs the surface of any street for any purpose mentioned in Section 4, Grantee shall promptly refill the opening and restore the street surface to a condition satisfactory to the City Engineer.

Following excavation of the surface of any such street, Grantee shall be responsible for restoration of the street and its surface within the area affected by the excavation. The City may, after providing notice to Grantee, refill and/or repave any street opening made by Grantee, and the expense thereof shall be paid by Grantee. The City reserves the right, after providing notice to Grantee, to remove and/or repair any work done by Grantee which, in the determination of the City Engineer, is inadequate. The cost thereof, including the cost of inspection and supervision, shall be paid by the Grantee. All excavations made by Grantee in streets shall be properly safeguarded for the prevention of accidents. The work hereby required shall be done in strict compliance with all rules, regulations and ordinances of the City.

Section 8. RESERVATION OF CITY STREET RIGHTS. Nothing in this franchise shall be construed to prevent the City from constructing sewer, grading, paving, repairing and/or altering any street or laying down, repairing or removing water mains or constructing or establishing any other public work or improvement. All such work shall be done, insofar as practicable, so as to not obstruct, injure or prevent the free use and operation of the system of the Grantee herein. However, if any of the Grantee's system interferes with the construction or repair of any street or public improvement, including construction, repair or removal of a sewer or water main, the Grantee's system shall be removed or replaced in the manner the City shall direct. Any and all such removal or replacement shall be at the expense of the Grantee. Should Grantee fail to remove, adjust or relocate

its facilities by the date established by the City Engineer's written notice to Grantee, the City may effect such removal, adjustment or relocation, and the expense thereof shall be paid by Grantee, including all costs and expenses incurred by the City due to Grantee's delay.

Section 9. USE OF CONDUITS BY CITY. The City may install or affix and maintain wires and equipment for municipal purposes upon any and all of Grantee's ducts, conduits or equipment, without charge to the City. For the purposes of this section, the term "municipal purposes" includes but is not limited to the use of the structures and installations for City fire, police, traffic, water, telephone, and/or signal systems. The value of such use of Grantee's facilities may not be deducted from its franchise fee and/or other fees payable to the City. Grantee shall not be responsible for any damage resulting to the wires or property of the City occurring as a result of City's use of Grantee's conduits.

In the case of new construction by Grantee, Grantee shall for each duct installed by Grantee for its own purposes install one duct to be reserved for municipal purposes, up to a total of four ducts for municipal purposes. Grantee need not, however, install more than four ducts for municipal purposes in any given installation.

Section 10. STREET VACATION. If any street or portion thereof used by Grantee is vacated by the City during the term of this franchise, unless the City Council specifically reserves to Grantee the right to continue its installation in the vacated street area, Grantee shall, without expense to the City, forthwith remove its facilities from such street, and restore, repair or reconstruct the street area where such removal has occurred, and place the street area in such condition as may be required by the Council. In the event of failure, neglect or refusal of Grantee, after thirty days' notice by City Council, to repair, improve or maintain such street portions, the City may do such work or cause it to be done, and the cost thereof, as found and declared by City Council, shall be entered in the Docket of City Liens against any property of Grantee which City may choose, and such lien shall be enforced in like manner and with like effect as other liens entered in such docket.

Section 11. MAINTENANCE OF FACILITIES. Grantee shall provide and put in use all equipment and appliances necessary to control and carry Grantee's signals so as to prevent injury to the City's property or property belonging to any person, firm or corporation within the City. Grantee, at its own expense, shall repair, renew, change and improve said facilities and appliances from time to time as may be necessary to accomplish this purpose. Grantee shall not connect in a manner that requires any customer to install conduits, or other facilities, under or over a City street or other public right of way.

Section 12. COMMON USERS. Whenever in the judgment of the City Engineer it is deemed impracticable to permit construction of underground conduit system by any other business which may at the time have authority to construct or maintain a conduit or ducts in the City streets, the City Engineer may require Grantee to afford to such business the right to use such of the ducts or conduits of Grantee as the City Engineer finds practicable in common with the Grantee, pursuant to the terms and conditions of an agreement for use of conduits and ducts being entered into by the parties. If the parties fail to agree within a reasonable time, the City Council shall establish by resolution such terms, conditions and regulations as it may determine to be fair and equitable.

Section 13. DISCONTINUING USE OF FACILITIES. Whenever Grantee intends to discontinue using any facility within the streets, Grantee shall submit to the City Engineer for the City Engineer's approval a completed application describing the facility and the date on which the Grantee intends to discontinue using the facility. Grantee may remove the facility or request that the City permit it to remain in place. Notwithstanding the Grantee's request that any such facility remain in place, the City Engineer may require

the Grantee to remove the facility from the street area or modify the facility in order to protect the public health and safety or otherwise serve the public interest. The City Engineer may require the Grantee to perform a combination of modification and removal of the facility. Grantee shall complete such removal or modification in accordance with a schedule set by the City Engineer. Until such time as Grantee removes or modifies the affected facility as directed by the City Engineer, or until the rights to and responsibility for the affected facility are accepted by another person or corporation having authority to construct and maintain such facilities, Grantee shall be responsible for all necessary repairs, relocations of the facility, and maintenance of the street area in the same manner and degree as if the facility were in active use, and Grantee shall retain all liability for such facility.

Section 14. HAZARDOUS SUBSTANCES

A. Grantee shall comply with all applicable state and federal laws, statutes, regulations and orders concerning toxic or hazardous substances, relating to Grantee's pipes, conduits, vaults, structures or other facilities in the City streets.

B. Grantee shall maintain and inspect its pipes, conduits, vaults, structures or other facilities located in the City streets. In removing or modifying facilities as provided in this franchise, Grantee shall also remove all residue of harmful or toxic substances associated with such facilities.

C. Grantee agrees to forever indemnify the City against any claims, costs, and expenses, of any kind, whether direct or indirect, incurred by the City arising out of harmful or toxic substances associated with Grantee's facilities in City streets.

Section 15. FRANCHISE NOT EXCLUSIVE. This franchise is not exclusive. The City expressly reserves the right to grant rights or franchises to other persons or corporations, as well as the right in its own name as a municipality, to use its streets for similar or different purposes allowed Grantee hereunder.

Grantee shall provide the City with a copy of all of its significant communications with the Oregon Public Utility Commission, such as tariff filings and formal comments on open dockets.

Section 16. REGULATION. The power and right reasonably to regulate the exercise of the privileges permitted by this franchise in the public interest shall at all times be vested in the City Council. Grantee shall not be relieved of its obligation to promptly comply with any provision of this franchise by a failure of the City to promptly enforce compliance with this franchise. Services furnished by Grantee under this franchise shall be rendered using the best practicable commercial methods and practice, insuring the least danger of life and property compatible with the best obtainable

service.

Section 17. CITY'S CONSENT REQUIRED FOR ASSIGNMENT, TRANSFER, MERGER, LEASE OR MORTGAGE.

A. Neither this franchise nor any property owned and operated by Grantee by authority hereof shall be sold, leased, mortgaged, assigned or otherwise transferred without the prior consent of the City as expressed by ordinance, except to entities that control, are controlled by, or are under common control with the Grantee. Grantee shall notify the City of any transfers to such entities within ten (10) days of such transfers. The City's granting of consent in one instance shall not render unnecessary any subsequent consent in any other instance. Nothing contained herein shall be deemed to prohibit the mortgage, pledge, or assignment of system tangible assets for the purpose of financing the acquisition of equipment for or the construction and operation of the system without the City's consent, but any such mortgage, pledge or assignment shall be subject to the City's other rights contained in this franchise.

B. Grantee shall not lease or sublease any of its pipes, wires, conduits, or other facilities, or the public right-of-way in which such are contained, without the City's consent as expressed by ordinance. However, Grantee may dedicate or lease its system or any portion thereof, or otherwise make its system available in the ordinary conduct of its business, so long as Grantee remains solely responsible for locating, servicing, repairing, relocating or removing its system.

C. Within ten (10) days after execution and delivery of any instrument so consented to by the City, Grantee shall file with the Auditor an executed counterpart or certified copy thereof. No sale, lease, mortgage, assignment, transfer or merger may occur until the successor, assignee or lessee has complied with the requirements of Section 8 of this franchise.

For the purpose of determining whether the City will consent to any assignment, transfer, merger, lease or mortgage, the City may inquire into the qualifications of the prospective party. The Grantee shall assist the City in any such inquiry. The City may condition any assignment, transfer, merger, lease or mortgage upon such conditions as it deems appropriate.

Section 18. FORFEITURE AND OTHER REMEDIES.

A. Forfeiture. In addition to any other rights set out elsewhere in this franchise, the City reserves the right to declare a forfeiture of the franchise, and all of Grantee's rights arising thereunder, in the event that:

- (1) The Grantee violates any material provision of the franchise; or,
- (2) The Grantee's construction schedule is delayed for over 18 months; or,

- (3) The Grantee becomes insolvent or unable or unwilling to pay its debts, or is adjudged a bankrupt; or,
- (4) The Grantee is found by a court of competent jurisdiction to have practiced any fraud or deceit upon the City; or,
- (5) The Grantee fails to obtain and maintain any permit required by any federal or state regulatory body.

B. Additional Remedies. In addition to any rights set out elsewhere in this franchise, as well as its rights under the City Code, the City reserves the right at its sole option to apply any of the following, alone or in combination:

- (1) Impose a financial penalty of up to \$1,000, per franchise violation; or,
- (2) Suspend the Grantee's franchise rights until the Grantee corrects or otherwise remedies the violation.

In determining which remedy or remedies are appropriate, the City shall consider the nature of the violation, the person or persons burdened by the violation, the nature of the remedy required in order to prevent further such violations, and any other matters the City deems appropriate.

C. Revocation. The City Council may revoke this franchise in the event that any provision becomes invalid or unenforceable and the City Council expressly finds that such provision constituted a consideration material to the grant of the franchise.

D. Notice and Opportunity to Cure. The City shall give Grantee thirty (30) days prior written notice of its intent to exercise its rights under this section, stating the reasons for such action. If Grantee cures the stated reason within the thirty (30) day notice period, or if the Grantee initiates efforts satisfactory to the City to remedy the stated reason and the efforts continue in good faith, the City shall not exercise its remedy rights. If Grantee fails to cure the stated reason within the thirty (30) day notice period, or if the Grantee does not undertake efforts satisfactory to the City to remedy the stated reason, then the City Council may impose any or all of the remedies available under this section.

Section 19. EXPIRATION.

A. Upon the expiration of this franchise, the City shall have the right, at its election, to:

- (a) Renew or extend the franchise to Grantee, in accordance with the Portland City Charter and applicable law;

- (b) Invite additional proposals and award this franchise to another grantee;
- (c) Terminate the franchise without further action; or,
- (d) Take such further action as the City deems appropriate.

Until such time as the City exercises its rights under this section the Grantee's rights and responsibilities within the City shall be controlled by the terms of the franchise.

Section 20. CHARTER AND GENERAL ORDINANCES TO APPLY.

A. This franchise is hereby made subject to the Charter of the City of Portland and general ordinance provisions passed pursuant thereto, now in effect or hereafter made effective, and particularly to the applicable provisions presently contained in Sections 10-101 through 10-218 inclusive, of said Charter (1942 compilation and revised in part by subsequent amendments), as the same now exist or hereafter are amended by the people of the City of Portland, which are hereby expressly made a part of this franchise.

B. If any provision of this franchise, or its application to any person or circumstance, is declared invalid or unenforceable, the remainder of this franchise shall not be affected thereby.

C. The City shall take such actions as are lawful and necessary to ensure that information identified by Grantee as confidential, such as trade secrets or business records required by the City to be produced by Grantee, shall remain confidential and shall not be subject to public disclosure.

D. Any litigation between the City and the Grantee arising under or regarding this franchise shall occur, if in the state courts, in the Multnomah County Court having jurisdiction thereof, and if in the federal courts, in the United States District Court for the District of Oregon.

Section 21. WRITTEN ACCEPTANCE. Within thirty days after this ordinance becomes effective, Grantee shall file in the Office of the Auditor of the City of Portland a written acceptance, executed by the Grantee, of this ordinance meeting the approval of the City Attorney. A failure on the part of Grantee to file such written acceptance within such time shall be deemed an abandonment and rejection of the rights and privileges conferred hereby and this ordinance shall thereupon be null and void. Such acceptance shall be unqualified and shall be construed to be an acceptance of all the terms, conditions and restrictions contained in this ordinance.

Section 22. OTHER AUTHORITY SUPERSEDED. Upon effectiveness of this franchise, any and all authority to operate previously granted to Grantee by the City of Portland, is superseded by this franchise.

RESOLUTION No. 34592

Authorize Office of Cable Communications and Franchise Management to establish and administer franchise application procedure, including a deposit for reimbursement of costs, for City of Portland franchise applicants.

WHEREAS, the City is currently receiving many requests for potential franchise agreements and expects the number of such requests to increase in the future;

WHEREAS, the negotiation and development of new and renewed franchise agreements create costs for the City, including but not limited to staff, legal, technical, and financial review of applicant qualifications and project scope; and

WHEREAS, it is desirable to establish a consistent application procedure for City consideration of franchise grants to potential applicants;

NOW, THEREFORE, BE IT RESOLVED that the City Council authorizes the Office of Cable Communications and Franchise Management to establish and administer a franchise application procedure, including a deposit for reimbursement of costs, similar in form to the procedure attached hereto as Exhibit A; and

BE IT FURTHER RESOLVED that the Commissioner in charge of the Office of Cable Communications and Franchise Management is authorized to establish a trust account for receipt of and accounting for franchise applicant funds deposited with the City pursuant to the franchise application procedure authorized herein; and

BE IT FURTHER RESOLVED that the Office of Cable Communications and Franchise Management with the approval of the Commissioner in charge is authorized to waive or modify the payment of a deposit, if warranted by the nature of the franchise requested, the nature of the applicant, or any other circumstance where a waiver or modification would be in the public interest; and

BE IT FURTHER RESOLVED that it is the intention of the Council that the franchise application process authorized herein be applied as necessary to all potential applicants for new or renewed franchise agreements with the City of Portland, and to all applicants for City approval of the transfer of ownership of an existing franchise agreement with the City of Portland.

Adopted by the Council, JUL 12 1989

Commissioner Lindberg
David C. Olson/dj
June 27, 1989

BARBARA CLARK
Auditor of the City of Portland
By *Mary E. Newell* Deputy

Calendar No. 1301

RESOLUTION No. 34592

Title

Authorize Office of Cable Communications and Franchise Management to establish and administer franchise application procedure, including a deposit for reimbursement of costs, for City of Portland franchise applicants.

THE COMMISSIONERS VOTED AS FOLLOWS:		
	Yeas	Nays
BIL MEINER	✓	
BOGLE	✓	
KOCH	✓	
LINDBERG	✓	
CLARK	✓	

Filed JUN 30 1989

BARBARA CLARK
Auditor of the CITY OF PORTLAND

B. J. J. Howard
Deputy

INTRODUCED BY
Commissioner Lindberg

NOTED BY THE COMMISSIONER
Affairs <i>MDL</i>
Finance and Administration
Safety
Utilities
Works
City Auditor

Bureau: Cable Communications & Franchise Management
Prepared By: David C. Olson Date: 6/27/89
Bureau Head: <i>David C. Olson</i>

CALENDAR	
Consent	Regular X