

ORDINANCE NUMBER: 1498-X

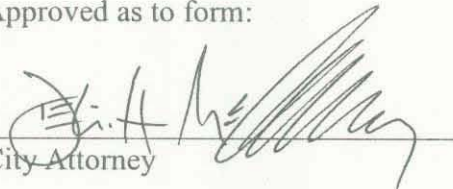
0-49

AN ORDINANCE TO AMEND ORDINANCE NUMBER 1313-X, THE 1999-2000 BUDGET
ORDINANCE, PROVIDING AN APPROPRIATION FOR FAA GRANT FUNDS

BE IT ORDAINED, by the City Council of the City of Charlotte:

- Section 1. That the sum of \$311,343 is hereby estimated to be available from FAA Grants to fund a portion of Airport Master Plan and FAR Part 150 Noise Compatibility Program projects.
- Section 2. That the sum of 313,343 is hereby appropriated the Aviation Construction Fund and Capital Project Fund as follows:
- 2077, 56212, \$ 44,371
 - 2083, 52813, \$43,775
 - 2083, 52812, \$25,172
 - 2083, 52814, \$198,025
- Section 3. That the existence of this program may extend beyond the end of the fiscal year. Therefore, this ordinance will remain in effect for the duration of the program and funds are to be carried forward to subsequent fiscal years until all funds are expended.
- Section 4. It is the intent of this ordinance to be effective upon its adoption.

Approved as to form:

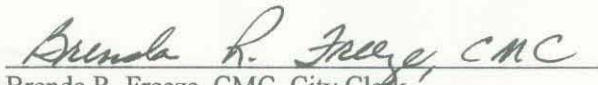


City Attorney

CERTIFICATION

I, Brenda R. Freeze, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 10th day of April, 2000, the reference having been made in Minute Book 114, and recorded in full in Ordinance Book 50, Page(s) 125.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 12th day of April, 2000.



Brenda R. Freeze, CMC, City Clerk

ORDINANCE NUMBER: 1499-X

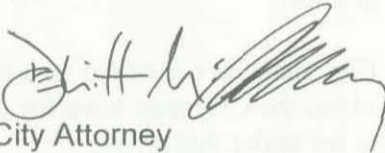
0-50

AN ORDINANCE TO AMEND ORDINANCE NUMBER 1313-X, THE 1999-2000 BUDGET
ORDINANCE, PROVIDING A SUPPLEMENTAL APPROPRIATION TO THE ALBEMARLE/
WT HARRIS INTERSECTION RECONSTRUCTION CAPITAL PROJECT.

BE IT ORDAINED, by the City Council of the City of Charlotte;

- Section 1. That the sum of \$1,000,000 is hereby estimated to be available from Street Bonds.
- Section 2. That the sum of \$1,000,000 is hereby appropriated to General Capital Improvement Fund 2010; 385.01 - Albemarle/WT Harris Intersection.
- Section 3. All ordinances in conflict with this ordinance are hereby repealed.
- Section 4. This ordinance shall be effective immediately.

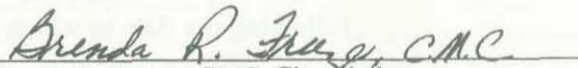
Approved as to Form:


City Attorney

CERTIFICATION

I, Brenda R. Freeze, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 10th day of April, 2000, the reference having been made in Minute Book 114, and recorded in full in Ordinance Book 50, Page(s) 126.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 12th day of April, 2000.


Brenda R. Freeze, CMC, City Clerk

ORDINANCE NUMBER: 1500
AMENDING CHAPTER 6

**ORDINANCE AMENDING CHAPTER 6 OF THE CHARLOTTE CITY CODE
ENTITLED "BUSINESSES AND TRADES"**

Section 1. Sec. 6-60 of the Charlotte City Code is rewritten to read as follows:

Sec. 6-60. Franchise fees; Access support and funding.

(a) *Franchise fees.*

- (1) A grantee of any franchise hereunder shall pay to the City an annual Franchise Fee in an amount as designated in the franchise agreement. The quarterly franchise payment shall commence as of the effective date of the franchise. The City shall be furnished a statement of said payment by a certified public accountant, reflecting the total amounts of annual gross revenues and the above charges and computations for the period covered by the payment.
- (2) This payment shall be in addition to any other tax or payment owed to the City or other taxing jurisdiction by the grantee.
- (3) No acceptance of any payment by the City shall be construed as a release or as an accord and satisfaction of any claim the City may have for further or additional sums payable as a franchise fee under this article.
- (4) In the event that any undisputed franchise payment is not made on or before the dates specified herein, the grantee shall pay an interest charge, computed from such due date, at the annual rate equal to the commercial prime interest rate in effect upon the due date.
- (5) The Franchise Fee and any other cost or damages assessed shall be payable quarterly to the City Finance Office, with a check made payable to the City of Charlotte. Payment date is the last day of the month following the date in which payment is due.
- (6) The City shall have the right upon reasonable notice to inspect the grantee's income records and the right at the City's expense to audit and to re-compute any amounts determined to be payable under this article. Any undisputed additional amount due to the City as a result of the audit shall be paid within thirty (30) days following written notice to the grantee by the City, which notice shall include a copy of the audit report; provided,

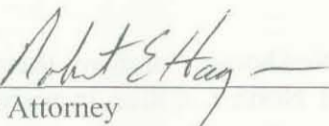
that the grantee shall not be required to pay an interest charge in accordance with subsection (4) herein in such an event.”

(b) *Access support.*

The Grantee shall provide funding for the support of Access programming as per the terms of its City of Charlotte cable television franchise agreement.

Section 2. This ordinance shall become effective upon adoption.

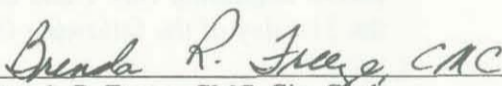
Approved as to Form:


Asst City Attorney

CERTIFICATION

I, Brenda R. Freeze, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 10th day of April, 2000, the reference having been made in Minute Book 114, and recorded in full in Ordinance Book 50, Page(s) 127-128.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 12th day of April, 2000.


Brenda R. Freeze, CMC, City Clerk

ORDINANCE NUMBER: 1501-X

FIRST READING

AN ORDINANCE AMENDING SECTION 15 OF THE TIME WARNER ENTERTAINMENT – ADVANCE/NEWHOUSE COMPANY, L.P. (FORMERLY DOING BUSINESS AS VISION CABLE OF NC) CABLE TELEVISION FRANCHISE AGREEMENT.

WHEREAS, pursuant to authority contained in Chapter 160A of the North Carolina General Statutes, in June 1991, the City of Charlotte (hereinafter “City”) and Vision Cable of North Carolina, Inc. entered into a written Franchise Agreement (hereinafter “Agreement”) which authorized Vision Cable of Charlotte to operate a cable television system with the City; and

WHEREAS, Time Warner Entertainment – Advance/Newhouse Company (hereinafter “Cable Operator”) as the successor to Vision Cable of North Carolina is party to the Agreement; and

WHEREAS, the City and the Cable Operator have entered into negotiations and agreed to amend certain specific terms of the Agreement.

NOW THEREFORE, it is agreed between the parties that the above-referenced Franchise Agreement is to be amended as follows:

Section 1 Section 15 of the Agreement is rewritten to read, in its entirety, as follows:

“Grantee’s annual contribution to the City of Charlotte for Public Access Support shall be provided pursuant to the following terms and conditions:

1. Grantee’s Public Access Support contribution shall be \$0.20 per City of Charlotte subscriber per month, which shall be paid in quarterly payments, with the quarterly payments due the last day of the month immediately following the end of each quarter (e.g. Access Support fees for the quarterly period beginning July 1 and ending September 30 shall be made no later than the 31st day of the following October).

The Grantee shall make a one-time reduction in each City of Charlotte subscriber’s Basic Service Tier billing rate by \$.20 per month and, at the same time, the Grantee may add a \$.20 per month Access Support Fee as a separate line item on each City of Charlotte cable television subscriber’s bill.

2. The Access Support payment shall be payable quarterly to the Charlotte Mecklenburg Public Access Corporation (CMPAC). A copy of the quarterly

check shall be forwarded to the City's Office of Cable TV & Contracts Monitoring for record purposes only.

3. Effective January 1, 2002 and each year thereafter, the per subscriber Access Support charges shall be adjusted per changes in the Revised Consumer Price Index (Atlanta, Georgia, "All Items" Column as published by the Bureau of Vital Statistics of the U.S. Department of Labor).
4. Upon annexation, Grantee agrees to add this Access Support contribution for each annexed subscriber as of the effective date of the annexation.
5. The Grantee agrees to include the Access Support contribution per subscriber for all line extensions by the Grantee into areas within the City previously not serviced by the Grantee.
6. The CMPAC shall be furnished a statement of said Access Support payments by the Grantee's local office's accountant, reflecting the total amount collected and computations for the period covered by the payment. A copy of this quarterly statement shall be forwarded to the City's Office of Cable TV & Contracts Monitoring for record purposes only.
7. This Access Support payment shall be in addition to any other tax or payment of general applicability owed to the City or other taxing jurisdiction by the Grantee.
8. No acceptance of any Access Support payment by the CMPAC shall be construed as a release or as an accord and satisfaction that the Access Support payment is correct.
9. In the event that any undisputed Access Support payment is not made on or before the dates specified herein, the Grantee shall pay an interest charge, computed from such due date, at an annual rate equal to the commercial prime interest rate in effect upon the due date.
10. The City shall have the right upon reasonable notice to inspect the Grantee's subscriber count records, as they pertain to enforcing these Access Support requirements, and the right at the City's expense to audit and to re-compute any amounts determined to be payable under this article.
11. Any undisputed additional amount due to the City or CMPAC as a result of the audit shall be paid within thirty (30) days following written notice to the Grantee by the City, which notice shall include a copy of the audit report; provided, that the Grantee shall not be required to pay an interest charge in accordance with subsection 9 herein in such an event.

12. Should the City, at a future date, determine that funding to the City for Access Support is to cease, the Grantee will, as of the effective date of such action, immediately cease charging the Access Support Fee on City of Charlotte cable television subscribers' bills, and will not then, nor in the future, add this charge in any other manner to such billing, unless so directed by the City.
13. Grantee's obligations hereunder supersede all of Grantee's obligation, monetary and otherwise, under its existing franchise agreement pertaining to Public Access facilities, equipment, production, staffing, etc.
14. The City agrees that the funding obligations imposed on Franchisee under this Section 18 shall be applied under substantially equivalent terms to all video programmers over which the City has jurisdiction."

Section 2. This Ordinance shall not become effective unless: (a) the Cable Operator and the CMPAC fully execute a Public Access Equipment Lease Agreement, which Agreement must be approved by the City Manager; and (b) the City Manager and the Charlotte-Mecklenburg Public Access Corporation fully execute an Initial Public Access Funding Agreement. In the event that the two agreements referenced in this Section are not fully executed by June 30, 2000, this Ordinance shall be void.

Section 3. This Ordinance shall not become effective until the first day of the month beginning at least sixty (60) days after the CMPAC gives the Cable Operator and the City Manager written notice of intent to vacate the Cable Operator's public access facilities, or November 1, 2000, which ever occurs earlier.

APPROVED AS TO FORM:

Robert E. Hay
Asst CITY ATTORNEY

ATTESTED TO:

CITY OF CHARLOTTE

CITY CLERK

CITY MANAGER

(Municipal Seal)

ATTESTED TO:

TIME WARNER
ENTERTAINMENT – ADVANCE/
NEWHOUSE, Partnership

TITLE:

TITLE:

(SEAL)

CERTIFICATION

I, Brenda R. Freeze, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 10th day of April, 2000, the reference having been made in Minute Book 114, and recorded in full in Ordinance Book 50, Page(s) 129-132.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 12th day of April, 2000.

Brenda R. Freeze, CMC
Brenda R. Freeze, CMC, City Clerk

ORDINANCE NUMBER: 1502-X

FIRST READING

AN ORDINANCE AMENDING SECTIONS 16, 17, & 18 OF THE TIME WARNER ENTERTAINMENT – ADVANCE/NEWHOUSE COMPANY, L.P. (FORMERLY DOING BUSINESS AS CABLEVISION OF CHARLOTTE) CABLE TELEVISION FRANCHISE AGREEMENT

WHEREAS, pursuant to authority contained in Chapter 160A of the North Carolina General Statutes, in February 1988, the City of Charlotte (hereinafter “City”) and Cablevision of Charlotte entered into a written Franchise Agreement (hereinafter “Agreement”) which authorized Cablevision of Charlotte to operate a cable television system with the City; and

WHEREAS, Time Warner Entertainment – Advance/Newhouse Company (hereinafter “Cable Operator”) as the successor to Cablevision of Charlotte is party to the Agreement; and

WHEREAS, the City and the Cable Operator have entered into negotiations and agreed to amend certain specific terms of the Agreement.

NOW THEREFORE, it is agreed between the parties that the above-referenced Franchise Agreement is to be amended as follows:

Section 1. Section 16 of the Agreement is deleted in its entirety.

Section 2. Section 17 of the Agreement is rewritten to read as follows:

“By no later than November 1, 2000, the Grantee shall provide the Charlotte-Mecklenburg Public Access Corporation (CMPAC) with a check in the amount of \$2,000.00 to cover the remaining funding from the original Public Access Equipment Grant purchase/replacement provisions of the 1988 Franchise Agreement. A copy of this check shall be forwarded to the City’s Office of Cable TV & Contracts Monitoring for record purposes only. This funding shall constitute the closeout of all original Public Access Equipment Grant funding obligations of the Grantee under the 1988 Franchise Agreement.”

Section 3. Section 18 of the Agreement is rewritten to read as follows:

“Grantee’s annual contribution to the City of Charlotte for Public Access Support shall be provided pursuant to the following terms and conditions:

1. Grantee’s Public Access Support contribution shall be \$0.20 per City of Charlotte subscriber per month, which shall be paid in quarterly payments, with the quarterly payments due the last day of the month immediately following the end of each quarter (e.g. Access Support fees for the quarterly period beginning July 1 and ending September 30 shall be made no later than the 31st day of the following October).

The Grantee shall make a one-time reduction in each City of Charlotte subscriber’s Basic Service Tier billing rate by \$.20 per month and, at the same time, the Grantee may add a \$.20 per month Access Support Fee as a separate line item on each City of Charlotte cable television subscriber’s bill.
2. The Access Support payment shall be payable quarterly to the Charlotte Mecklenburg Public Access Corporation (CMPAC). A copy of the quarterly check shall be forwarded to the City’s Office of Cable TV & Contracts Monitoring for record purposes only.
3. Effective January 1, 2002 and each year thereafter, the per subscriber Access Support charges shall be adjusted per changes in the Revised Consumer Price Index (Atlanta, Georgia, “All Items” Column as published by the Bureau of Vital Statistics of the U.S. Department of Labor).
4. Upon annexation, Grantee agrees to add this Access Support contribution for each annexed subscriber as of the effective date of the annexation.
5. The Grantee agrees to include the Access Support contribution per subscriber for all line extensions by the Grantee into areas within the City previously not serviced by the Grantee.
6. The CMPAC shall be furnished a statement of said Access Support payments by the Grantee’s local office’s accountant, reflecting the total amount collected and computations for the period covered by the payment. A copy of this quarterly statement shall be forwarded to the City’s Office of Cable TV & Contracts Monitoring for record purposes only.
7. This Access Support payment shall be in addition to any other tax or payment of general applicability owed to the City or other taxing jurisdiction by the Grantee.

8. No acceptance of any Access Support payment by the CMPAC shall be construed as a release or as an accord and satisfaction that the Access Support payment is correct.
9. In the event that any undisputed Access Support payment is not made on or before the dates specified herein, the Grantee shall pay an interest charge, computed from such due date, at an annual rate equal to the commercial prime interest rate in effect upon the due date.
10. The City shall have the right upon reasonable notice to inspect the Grantee's subscriber count records, as they pertain to enforcing these Access Support requirements, and the right at the City's expense to audit and to re-compute any amounts determined to be payable under this article.
11. Any undisputed additional amount due to the City or CMPAC as a result of the audit shall be paid within thirty (30) days following written notice to the Grantee by the City, which notice shall include a copy of the audit report; provided, that the Grantee shall not be required to pay an interest charge in accordance with subsection 9 herein in such an event.
12. Should the City, at a future date, determine that funding to the City for Access Support is to cease, the Grantee will, as of the effective date of such action, immediately cease charging the Access Support Fee on City of Charlotte cable television subscribers' bills, and will not then, nor in the future, add this charge in any other manner to such billing, unless so directed by the City.
13. Grantee's obligations hereunder supersede all of Grantee's obligation, monetary and otherwise, under its existing franchise agreement pertaining to Public Access facilities, equipment, production, staffing, etc., including, but not limited to, those outlined in Sections 2.4 and 3.4 of Cablevision of Charlotte's response to the City of Charlotte's Request for Proposal incorporated herein by reference.
14. The City agrees that the funding obligations imposed on Franchisee under this Section 18 shall be applied under substantially equivalent terms to all video programmers over which the City has jurisdiction."

Section 4. This Ordinance shall not become effective unless: (a) the Cable Operator and the CMPAC fully execute a Public Access Equipment Lease Agreement, which Agreement must be approved by the City Manager; and (b) the City Manager and the Charlotte-Mecklenburg Public Access Corporation fully execute an Initial Public Access Funding Agreement. In the event that the two agreements referenced in this Section are not fully executed by June 30, 2000, this Ordinance shall be void.

Section 5. This Ordinance shall not become effective until the first day of the month beginning at least sixty (60) days after the CMPAC gives the Cable Operator and the City Manager written notice of intent to vacate the Cable Operator's public access facilities, or November 1, 2000, which ever occurs earlier.

APPROVED AS TO FORM:

Robert E. Hay
Asst. CITY ATTORNEY

ATTESTED TO:

CITY OF CHARLOTTE

CITY CLERK

CITY MANAGER

(Municipal Seal)

ATTESTED TO:

TIME WARNER
ENTERTAINMENT - ADVANCE/
NEWHOUSE, Partnership

TITLE: _____

TITLE: _____

(SEAL)

CERTIFICATION

I, Brenda R. Freeze, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 10th day of April, 2000, the reference having been made in Minute Book 114, and recorded in full in Ordinance Book 50, Page(s) 133-137.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 12th day of April, 2000.

Brenda R. Freeze, CMC
Brenda R. Freeze, CMC, City Clerk

ORDINANCE NO. 1503-X

0-51

AN ORDINANCE TO AMEND ORDINANCE NO. 1313-X, THE 1999-2000 BUDGET ORDINANCE, PROVIDING AN APPROPRIATION FOR AN AGREEMENT WITH THE CHARLOTTE-MECKLENBURG PUBLIC ACCESS CORPORATION.

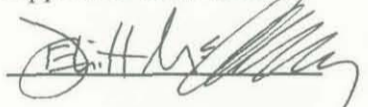
BE IT ORDAINED by the City Council of the City of Charlotte, North Carolina;

Section 1. That the sum of \$437,253.67 is available from the General Fund fund balance from accumulated public access support funds.

Section 2. That the sum of \$437,253.67 is hereby appropriated to the General Fund – CMPAC account.

Section 3. It is the intent of this ordinance to be effective upon its adoption.

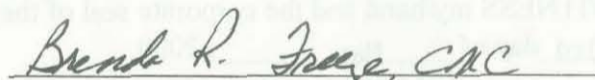
Approved as to form:


City Attorney

CERTIFICATION

I, Brenda R. Freeze, City Clerk of the City of Charlotte, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and exact copy of an Ordinance adopted by the City Council of the City of Charlotte, North Carolina, in regular session convened on the 10th day of April, 2000, the reference having been made in Minute Book 114, and recorded in full in Ordinance Book 50, Page(s) 138.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 12th day of April, 2000.


Brenda R. Freeze, CMC, City Clerk