

ORDINANCE NUMBER: 1509-X

0-52

AN ORDINANCE TO AMEND ORDINANCE NUMBER 1313-X, THE 1999-2000 BUDGET ORDINANCE, ESTIMATING FEDERAL AND STATE GRANT REVENUES AND PROVIDING AN APPROPRIATION FOR PURCHASE OF TRANSIT BUSES.

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

Section 1. That the sum of \$4,675,000 is hereby estimated to be available from the following sources:

Source	Amount
Federal Transportation Administration	\$ 3,740,000
NC Department of Transportation	467,500
Transfer from Fund 7801; 814.00 - Contribution to CIP	467,500
Total	\$ 4,675,000

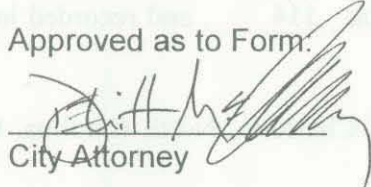
Section 2. That the sum of \$4,675,000 is hereby appropriated to the Public Transportation Capital Project Fund (2078).

Section 3. That the Finance Director, or his designee, is hereby authorized to advance the sum of \$4,207,500 from the Transit Operating Fund (7801;814.00) until such time that the Federal and State grants are received at which time the advance shall be returned to its original source.

Section 4. All ordinances in conflict with this ordinance are hereby repealed.

Section 5. 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 24th day of April, 2000, the reference having been made in Minute Book 114, and recorded in full in Ordinance Book 50, Page(s) 157.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 1st day of May, 2000.


Brenda R. Freeze, CMC, City Clerk

ORDINANCE NO. 1510-X

0-53

AN ORDINANCE TO AMEND ORDINANCE NUMBER 1313-X, THE 1999-2000 BUDGET ORDINANCE, PROVIDING AN APPROPRIATION AND TRANSFER FOR NEW SERVICE INSTALLATIONS - SEWER

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

- Section 1. That the sum of \$500,000 is hereby estimated to be available from Water and Sewer Operating Fund Balance (7101).
- Section 2. That the sum of \$500,000 is hereby appropriated for transfer to the Water and Sewer Capital Project Fund (2071) for New Service Installations - Sewer Capital Improvements Project (632.16).
- Section 3. That the existence of the project may extend beyond the end of the fiscal year. Therefore, this ordinance will remain in effect for the duration of the project and funds are to be carried forward to subsequent fiscal years until all funds are expended or the project is officially closed.
- Section 4. All ordinances in conflict with this ordinance are hereby repealed.
- Section 5. This ordinance shall be effective upon 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 24th day of April, 2000, the reference having been made in Minute Book 114, and recorded in full in Ordinance Book 50, Page(s) 158.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 27th day of April, 2000.


Brenda R. Freeze, CMC, City Clerk

0-54

ORDINANCE NO. 1511-X

AN ORDINANCE TO AMEND ORDINANCE NUMBER 1313-X, THE 1999-2000 BUDGET ORDINANCE, PROVIDING A SUPPLEMENTAL APPROPRIATION FOR THE HOOD ROAD WATER MAIN PROJECT

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

- Section 1. That the sum of \$414,114 is hereby estimated to be available from the Asbury Chapel Road Water Main account (634.12) in the Water and Sewer Capital Project Fund (2071).
- Section 2. That the sum of \$414,114 is hereby appropriated to the Hood Road Water Main account (637.51) in the Water and Sewer Capital Project Fund (2071).
- Section 3. That the existence of the project may extend beyond the end of the fiscal year. Therefore, this ordinance will remain in effect for the duration of the project and funds are to be carried forward to subsequent fiscal years until all funds are expended or the project is officially closed.
- Section 4. All ordinances in conflict with this ordinance are hereby repealed.
- Section 5. This ordinance shall be effective upon adoption.

Approved as to form:

H. M. ...
Sr. D. 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 24th day of April, 2000, the reference having been made in Minute Book 114, and recorded in full in Ordinance Book 50, Page(s) 159.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 27th day of April, 2000.

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

ORDINANCE NUMBER: 1512-X

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. Hays
Asst CITY ATTORNEY

ATTESTED TO:

CITY OF CHARLOTTE

Brenda R. Freeze, CMC
CITY CLERK

Julie Chung
CITY MANAGER

(Municipal Seal)

ATTESTED TO:

TIME WARNER
ENTERTAINMENT - ADVANCE/
NEWHOUSE, Partnership

One Beckwith
TITLE: VP, Public Affairs

Mitchell Roberts
TITLE: President, Charlotte
Division

(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 24th day of April, 2000, the reference having been made in Minute Book 114, and recorded in full in Ordinance Book 50, Page(s) 160-163.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 23rd day of May, 2000.

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

ORDINANCE NUMBER: 1513-X

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:

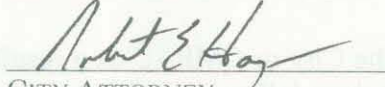
1. Grantee’s Public Access Support contribution shall be \$0.20 per City of Charlotte subscriber per month, which shall be paid in quarterly payments, with the quarterly payments due the last day of the month immediately following the end of each quarter (e.g. Access Support fees for the quarterly period 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, whichever ever occurs earlier.

APPROVED AS TO FORM:



Asst. CITY ATTORNEY

ATTESTED TO:

CITY OF CHARLOTTE

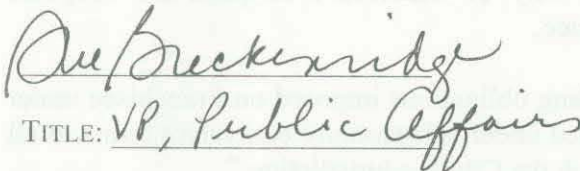

CITY CLERK

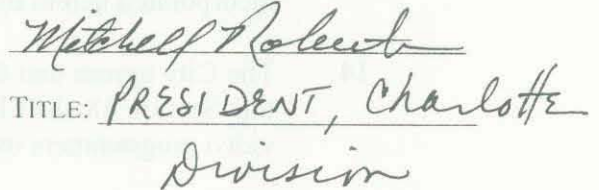

CITY MANAGER

(Municipal Seal)

ATTESTED TO:

TIME WARNER
ENTERTAINMENT - ADVANCE/
NEWHOUSE, Partnership


TITLE: VP, Public Affairs


TITLE: PRESIDENT, Charlotte
Division

(SEAL)

Ordinance Book 50, Page 168

CITY OF CHARLOTTE

ORDINANCE NO. 1114

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 24th day of April, 2000, the reference having been made in Minute Book 114, and recorded in full in Ordinance Book 50, Page(s) 164-168.

WITNESS my hand and the corporate seal of the City of Charlotte, North Carolina, this the 23rd day of May, 2000.

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

WHEREAS the City Council regularly convened on April 17, 2000, and

WHEREAS in the passage of this ordinance the City Council of the City of Charlotte has considered the promotion of the health, safety, general welfare, and public interest of the community, and the requirements in Section 6-204.

IT IS ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHARLOTTE:

Section 1. The Section 104 of the City of Charlotte Zoning Ordinance is hereby amended by amending CC Commercial Center (C-2) district zoning as the Official Zoning Map City of Charlotte, North Carolina for the following described property:

SEE ATTACHED

Section 2. That all subsequent development and use of the property shall be in accordance with the approved plan.