

ORDINANCE NO. 9293-103

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT TO EXTEND THE CABLE TELEVISION FRANCHISE FOR A PERIOD OF TWO MONTHS

WHEREAS, the Urbana City Council passed Ordinance No. 7273-68 on February 19, 1973 which granted a cable television franchise to Champaign-Urbana Communications, Inc.; and

WHEREAS, Ordinance No. 7273-68 has been amended by Ordinance No. 7273-73, Ordinance No. 7273-77, Ordinance No. 7475-45, Ordinance No. 7677-12, Ordinance No. 7778-26, Ordinance No. 7879-19, Ordinance No. 7879-38, Ordinance No. 7879-59, Ordinance No. 7879-101, Ordinance No. 7980-80, Ordinance No. 8081-95, Ordinance No. 8283-21, Ordinance No. 8687-4, and Ordinance No. 9192-73.

WHEREAS, Time Warner Entertainment Company, L.P. is the successor in interest to the cable television franchise granted to Champaign-Urbana Communications, Inc.; and

WHEREAS, the existing cable television franchise expires on April 29, 1993; and

WHEREAS, the City of Urbana, Illinois is attempting to negotiate the renewal of the cable television franchise with Time Warner Entertainment Company, L.P.; and

WHEREAS, it is desirable and in the best interests of the City of Urbana, Illinois to enter into an agreement with Time Warner Entertainment Company, L.P. extending the existing cable television franchise for a period of two months; and

WHEREAS, a written copy of such an agreement entitled "CABLE TELEVISION FRANCHISE EXTENSION AGREEMENT" has been presented to and is now before this meeting.

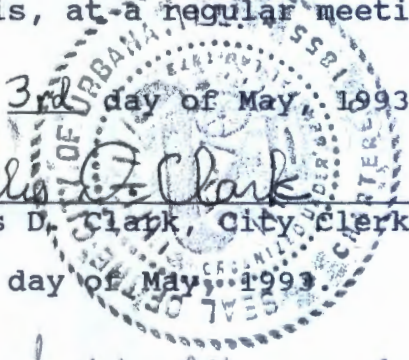
NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF URBANA, ILLINOIS, as follows:

Section 1. That the Council hereby approves the City entering into an agreement with Time Warner Entertainment Company, L.P. extending the existing cable television franchise for a period of two months.

Section 2. That the Mayor is hereby authorized to execute and deliver such an agreement on behalf of the City. The agreement shall be in substantially the form of the Agreement which is before this Council, a copy of which is attached hereto and incorporated herein. The City Clerk is authorized to attest to such execution thereof.

This Ordinance is hereby passed by the affirmative vote, the "ayes" and "nays" being called, of a majority of the members of the Council of the City of Urbana, Illinois, at a regular meeting of said Council.

PASSED by the City Council this 3rd day of May, 1993.


Phyllis D. Clark
Phyllis D. Clark, City Clerk

APPROVED by the Mayor this ___ day of May, 1993.

Tod Satterthwaite
Tod Satterthwaite, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN ORDINANCE
NO. 9293-103 AND IS INCORPORATED THEREIN BY REFERENCE.

A circular seal of the City of Urbana, Illinois, is visible in the background. The seal features the text "SEAL OF THE CITY OF URBANA, ILLINOIS" around the perimeter and "CHAPTER 1" at the bottom. The seal is partially obscured by the signature and date.
Phyllis D. Clark
Phyllis D. Clark, City Clerk

May 7, 1993
Date

CABLE TELEVISION FRANCHISE EXTENSION AGREEMENT

In consideration of the mutual covenants and conditions contained in this Agreement, the City of Urbana, Illinois, a municipal corporation, and Time Warner Entertainment Company, L.P., a subsidiary of Time Warner, Inc., agree as follows:

Section 1. Definitions. For the purposes of this Agreement, unless the context clearly requires otherwise, the following words and terms when used in this Agreement shall have the following meanings:

City means the City of Urbana, Illinois.

Existing Cable Television Franchise means the cable television franchise granted to Champaign-Urbana Communications, Inc. by Ordinance No. 7273-68, as amended by Ordinance No. 7273-73, Ordinance No. 7273-77, Ordinance No. 7475-45, Ordinance No. 7677-12, Ordinance No. 7778-26, Ordinance No. 7879-19, Ordinance No. 7879-38, Ordinance No. 7879-59, Ordinance No. 7879-101, Ordinance No. 7980-80, Ordinance No. 8081-95, Ordinance No. 8283-21, Ordinance No. 8687-4, Ordinance No. 9192-73, and Ordinance No. 9293-103.

Parties means collectively the City and TWE.

TWE means Time Warner Entertainment Company, L.P., a subsidiary of Time Warner, Inc.

Section 2. Authority. The parties hereby represent to each other that they have full power and authority to execute this Agreement and that the Agreement is a legal, valid and binding obligation of each party, enforceable against the other in accordance with its terms.

Section 3. Existing Cable Television Franchise. TWE, as successor in interest to Champaign-Urbana Communications, Inc., is the holder of the existing cable television franchise. The existing cable television franchise expires on June 29, 1993.

Section 4. Extension of Cable Television Franchise. The parties hereby extend the term of the existing cable television franchise until March 1, 1994.

Section 5. Franchise Fee. The parties hereby amend the terms of the existing cable television franchise to increase the franchise fee from three percent (3%) to five percent (5%) of the annual gross receipts of TWE in the City, as defined in subsection (8) of Section 3 (Definitions) of the existing cable television franchise, effective August 4, 1993.

Section 6. No joint venture, agency, or partnership created. Nothing in this Agreement, nor in the actions of the parties pursuant to this Agreement, shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 7. No personal liability of officials of the City. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, agent, employee or attorney of the City, in his or her individual capacity, and neither the members of the City Council nor any official of the City shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution, delivery and performance of this Agreement.

Section 8. Repealer. To the extent that any ordinance, resolution, rule, order or provision of the City's Code of Ordinances, or any part thereof, is in conflict with the provisions of this Agreement, the provisions of this Agreement shall be controlling.

Section 9. Effective Date. The parties hereby agree that the effective date of this Agreement shall be the date the Agreement is executed by the City as indicated by the date beneath the Mayor's signature.

Section 10. Term. This Agreement shall remain in effect and constitute a binding obligation of the Parties until March 1, 1994.

IN WITNESS WHEREOF the City and TWE have caused this Agreement to be executed by their duly authorized officers.

CITY OF URBANA, ILLINOIS

TIME WARNER ENTERTAINMENT
COMPANY, L.P.

By: Tod Satterthwaite
Mayor Tod Satterthwaite

By: Sam Nelson

Date: 6/22/93

ATTEST:

ATTEST:

By: Phyllis D. Clark
City Clerk Phyllis D. Clark

By: James J. Cochran Jr.



CABLE TELEVISION FRANCHISE EXTENSION AGREEMENT

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Section 3. Existing Cable Television Franchise. TWE, as successor in interest to Champaign-Urbana Communications, Inc., is the holder of the existing cable television franchise. The existing cable television franchise expires on April 29, 1993.

Section 4. Extension of Cable Television Franchise. The parties hereby agree to extend the existing cable television franchise for a period of two months.

Section 5. No joint venture, agency, or partnership created. Nothing in this Agreement, nor in the actions of the parties pursuant to this Agreement, shall be construed by the parties or any third person to create the relationship of a partnership, agency, or joint venture between or among such parties.

Section 6. No personal liability of officials of the City. No covenant or agreement contained in this Agreement shall be deemed to be the covenant or agreement of any official, agent, employee or attorney of the City, in his or her individual capacity, and neither the members of the City Council nor any official of the City shall be liable personally under this Agreement or be subject to any personal liability or accountability by reason of the execution, delivery and performance of this Agreement.

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Section 9. Term. This Agreement shall remain in effect and constitute a binding obligation of the Parties until June 29, 1993.

IN WITNESS WHEREOF the City and TWE have caused this Agreement to be executed by their duly authorized officers.

CITY OF URBANA, ILLINOIS

TIME WARNER ENTERTAINMENT COMPANY, L.P.

By: Tod Satterthwaite
Mayor Tod Satterthwaite

By: Sam Nalbore
Sam Nalbore
President Illinois/Indiana Division
May 27, 1993

Date: 5/14/93

ATTEST:

ATTEST:

By: Phyllis D. Clark
City Clerk Phyllis D. Clark

By: Diana Smith
Diana Smith
Executive Secretary
Illinois/Indiana Division



MUTUAL RELEASE

Know all persons by these presents that in consideration of the payment by Time Warner Entertainment Company, L.P., hereinafter referred to as Time Warner, of thirty-one thousand three hundred thirty-three dollars (\$31,333.00) to the City of Urbana, receipt of which is hereby acknowledged and in consideration of an executed agreement between Time Warner and the City of Urbana to extend the CATV franchise until March 1, 1994, each of the undersigned parties, for itself and its predecessors, successors, and assigns do hereby release the other, and its predecessors, successors, and assigns from all liability for any and all claims and demands whatsoever that concern, or relate to the CATV franchise granted by Urbana Ordinance No. 7273-68, as amended by Ordinance Nos. 7273-73, 7273-77, 7475-45, 7677-12, 7778-26, 7879-19, 7879-38, 7879-59, 7879-101, 7980-80, 8081-95, 8283-21, 8687-4, and 9192-73.

In witness whereof, the parties hereto have executed this mutual release.

CITY OF URBANA, ILLINOIS

TIME WARNER ENTERTAINMENT
COMPANY, L.P.

By: Ted Satterthwaite
Mayor Ted Satterthwaite

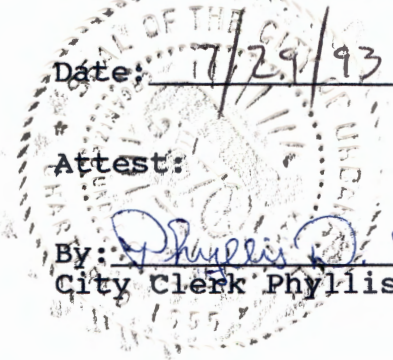
By: Sam Talbot

Date: 7/29/93

Date: 8/3/93

Attest:
By: Phyllis D. Clark
City Clerk Phyllis D. Clark

Attest:
By: Sam Talbot






**CITY OF URBANA
LEGAL DIVISION**
(217) 384-2464

JACK WAALER
City Attorney

THOMAS K. LINDSEY
Assistant City Attorney

MEMORANDUM

DATE: April 3, 1995
TO: Phyllis Clark
FROM: Tom Lindsey 
RE: Cable Franchise Agreement Letters of Credit

Attached hereto I am enclosing two Letters of Credit which relate to the Cable Franchise Agreement with Time Warner. These Letters of Credit should be filed with the original copy of the Franchise Agreement which was executed in 1994. The Letters of Credit should not be removed, modified or destroyed without first contacting the Legal Division.

Thank you for your attention to this matter.

OUR LETTER OF CREDIT 500010011
TIME WARNER ENTERTAINMENT

AVAILABLE BY YOUR DRAFT(S) DRAWN ON US AT SIGHT, ACCOMPANIED BY:

I. A CERTIFICATE PURPORTEDLY SIGNED AN AUTHORIZED OFFICIAL OF
THE CITY OF URBANA, READING:

"THE GRANTEE HAS BEEN FAILED TO SATISFY:

1. ANY OF THE CLAIMS, LIENS AND/OR TAXES DUE GRANTOR FROM
GRANTEE, WHICH ARISE BY REASON OF CONSTRUCTION, OPERATION OR
MAINTENANCE OF THE SYSTEM,
2. ANY ACTUAL DAMAGES ARISING OUT OF A BREACH OF THE FRANCHISE
AGREEMENT, OR
3. ANY ASSESSMENTS UNDER SECTION 2.8 OF THE FRANCHISE AGREEMENT."

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT SHALL BE
DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL
PERIODS OF ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION
DATE HEREOF, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO ANY SUCH
DATE WE SHALL NOTIFY YOU IN WRITING BY REGISTERED MAIL, RETURN
RECEIPT REQUESTED OR BY COURIER THAT WE ELECT NOT TO CONSIDER
THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD.
AFTER RECEIPT BY YOU OF SUCH NOTICE, YOU MAY DRAW HEREUNDER ON
OR BEFORE THE THEN APPLICABLE EXPIRATION DATE AND FOR THE THEN
AVAILABLE AMOUNT BY MEANS OF YOUR SIGHT DRAFT DRAWN ON US,
ACCOMPANIED BY YOUR STATEMENT PURPORTEDLY SIGNED BY ONE OF YOUR
AUTHORIZED REPRESENTATIVES, READING: "WE ARE IN RECEIPT OF
WRITTEN NOTICE FROM THE BANK OF NEW YORK OF ITS ELECTION NOT TO
RENEW ITS LETTER OF CREDIT NO. 500010011 FOR AN ADDITIONAL TERM
OF ONE YEAR AND THE APPLICANT OF THIS LETTER OF CREDIT IS STILL
OBLIGATED TO US UNDER THE FRANCHISE AGREEMENT, AND WE HAVE NOT
RECEIVED AN ACCEPTABLE REPLACEMENT LETTER OF CREDIT FROM THE
APPLICANT."

DRAFTS MUST BE DRAWN AND PRESENTED TO US AT OUR OFFICE LOCATED
AT 101 BARCLAY STREET, NEW YORK, NEW YORK 10007, ATTN: MANAGER,
STANDBY LETTER OF CREDIT, FLOOR 8 EAST, NOT LATER THAN DECEMBER
31, 1995, OR ANY AUTOMATICALLY EXTENDED DATE AS PROVIDED FOR
HEREIN.

DRAFTS DRAWN HEREUNDER MUST BE MARKED: "DRAWN UNDER THE BANK OF
NEW YORK IRREVOCABLE LETTER OF CREDIT NO. 500010011, DATED
DECEMBER 8, 1994".

THE
BANK OF
NEW
YORK

LETTER OF CREDIT DEPARTMENT
CHURCH ST. STATION
P.O. BOX 11238
NEW YORK, N.Y. 10286-1238

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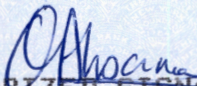
OUR LETTER OF CREDIT 500010011
TIME WARNER ENTERTAINMENT

WE HEREBY AGREE WITH THE DRAWERS OF ALL DRAFTS DRAWN UNDER AND
IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT, THAT SUCH
DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO THE DRAWEE.

IF ANY AMENDMENT TO THIS LETTER OF CREDIT IS NOT ACCEPTED BY THE
BENEFICIARY, THE BENEFICIARY'S SIGNED STATEMENT TO THAT EFFECT
IS REQUIRED.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND
PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION), INTERNATIONAL
CHAMBER OF COMMERCE, PUBLICATION NO. 500.

YOURS VERY TRULY,



AUTHORIZED SIGNATURE

THE
BANK OF
NEW
YORK

LETTER OF CREDIT DEPARTMENT
CHURCH ST. STATION
P.O. BOX 11238
NEW YORK, N.Y. 10286-1238

OUR. NO.
500010011

CORRESPONDENT'S REF. NO.

DATE
DECEMBER 08 1994

BENEFICIARY:
CITY OF URBANA
400 SOUTH VINE STREET
URBANA, IL 61801
ATTN: TOM LINDSEY

APPLICANT:
TIME WARNER ENTERTAINMENT
COMPANY, L.P., C/O TIME
WARNER CABLE, 300 STAMFORD PLACE
STAMFORD, CT 06902-6732

DATE OF ORIGINAL ISSUE:
DECEMBER 08 1994

AMENDMENT DATE:
DECEMBER 08 1994

GENTLEMEN/LADIES:

THE ABOVE MENTIONED INSTRUMENT INCLUDING ANY PREVIOUS AMENDMENTS,
IS AMENDED AS FOLLOWS:

I. THE FOLLOWING CLAUSE IS HEREBY INSERTED:

"PARTIAL DRAWINGS ARE NOT PERMITTED HEREUNDER."

II. THE FIRST LINE OF THE BENEFICIARY'S
CERTIFICATE FOR DRAWING IN PAGE NO. 2 IS HEREBY
CHANGED TO READ:


"THE GRANTEE HAS FAILED TO SATISFY:"

IF THIS AMENDMENT IS TO BE REJECTED,
BENEFICIARY'S SIGNED STATEMENT TO THAT EFFECT IS
REQUIRED.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.
THIS AMENDMENT IS TO BE CONSIDERED AS PART OF THE
ABOVE CREDIT AND MUST BE ATTACHED THERETO.

ALL OTHER CONDITIONS REMAIN UNCHANGED.

YOURS VERY TRULY,



AUTHORIZED SIGNATURE

OUR LETTER OF CREDIT S00010012
TIME WARNER ENTERTAINMENT

AVAILABLE BY YOUR DRAFT(S) DRAWN ON US AT SIGHT, ACCOMPANIED BY:

I. A CERTIFICATE PURPORTEDLY SIGNED AN AUTHORIZED OFFICIAL OF
THE CITY OF URBANA, READING:

"THE GRANTEE HAS FAILED TO SATISFY:

1. ANY OF THE CLAIMS, LIENS AND/OR TAXES DUE GRANTOR FROM
GRANTEE, WHICH ARISE BY REASON OF CONSTRUCTION, OPERATION OR
MAINTENANCE OF THE SYSTEM,
2. ANY ACTUAL DAMAGES ARISING OUT OF A BREACH OF THE FRANCHISE
AGREEMENT, OR
3. ANY ASSESSMENTS UNDER SECTION 2.8 OF THE FRANCHISE AGREEMENT."

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DEEMED AUTOMATICALLY EXTENDED WITHOUT AMENDMENT FOR ADDITIONAL
PERIODS OF ONE YEAR FROM THE PRESENT OR ANY FUTURE EXPIRATION
DATE HEREOF, UNLESS AT LEAST THIRTY (30) DAYS PRIOR TO ANY SUCH
DATE WE SHALL NOTIFY YOU IN WRITING BY REGISTERED MAIL, RETURN
RECEIPT REQUESTED OR BY COURIER THAT WE ELECT NOT TO CONSIDER
THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD.
AFTER RECEIPT BY YOU OF SUCH NOTICE, YOU MAY DRAW HEREUNDER ON
OR BEFORE THE THEN APPLICABLE EXPIRATION DATE AND FOR THE THEN
AVAILABLE AMOUNT BY MEANS OF YOUR SIGHT DRAFT DRAWN ON US,
ACCOMPANIED BY YOUR STATEMENT PURPORTEDLY SIGNED BY ONE OF YOUR
AUTHORIZED REPRESENTATIVES, READING: "WE ARE IN RECEIPT OF
WRITTEN NOTICE FROM THE BANK OF NEW YORK OF ITS ELECTION NOT TO
RENEW ITS LETTER OF CREDIT NO. S00010012 FOR AN ADDITIONAL TERM
OF ONE YEAR AND THE APPLICANT OF THIS LETTER OF CREDIT IS STILL
OBLIGATED TO US UNDER THE FRANCHISE AGREEMENT, AND WE HAVE NOT
RECEIVED AN ACCEPTABLE REPLACEMENT LETTER OF CREDIT FROM THE
APPLICANT."

DRAFTS MUST BE DRAWN AND PRESENTED TO US AT OUR OFFICE LOCATED
AT 101 BARCLAY STREET, NEW YORK, NEW YORK 10007, ATTN: MANAGER,
STANDBY LETTER OF CREDIT, FLOOR 8 EAST, NOT LATER THAN DECEMBER
31, 1995, OR ANY AUTOMATICALLY EXTENDED DATE AS PROVIDED FOR
HEREIN.

DRAFTS DRAWN HEREUNDER MUST BE MARKED: "DRAWN UNDER THE BANK OF
NEW YORK IRREVOCABLE LETTER OF CREDIT NO. S00010012, DATED

THE
BANK OF
NEW
YORK

LETTER OF CREDIT DEPARTMENT
CHURCH ST. STATION
P.O. BOX 11238
NEW YORK, N.Y. 10286-1238

- 3-

OUR LETTER OF CREDIT 500010012
TIME WARNER ENTERTAINMENT

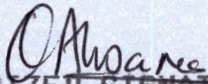
DECEMBER 8, 1994".

WE HEREBY AGREE WITH THE DRAWERS OF ALL DRAFTS DRAWN UNDER AND
IN COMPLIANCE WITH THE TERMS OF THIS LETTER OF CREDIT, THAT SUCH
DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO THE DRAWEE.

IF ANY AMENDMENT TO THIS LETTER OF CREDIT IS NOT ACCEPTED BY THE
BENEFICIARY, THE BENEFICIARY'S SIGNED STATEMENT TO THAT EFFECT
IS REQUIRED.

THIS LETTER OF CREDIT IS SUBJECT TO THE UNIFORM CUSTOMS AND
PRACTICE FOR DOCUMENTARY CREDITS (1993 REVISION), INTERNATIONAL
CHAMBER OF COMMERCE, PUBLICATION NO. 500.

YOURS VERY TRULY,



AUTHORIZED SIGNATURE