

ORDINANCE NO. 9293-120

AN ORDINANCE AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT TO EXTEND THE CABLE TELEVISION FRANCHISE FOR A PERIOD OF EIGHT MONTHS AND TO RELEASE ALL CLAIMS ARISING UNDER THE EXISTING FRANCHISE

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.;

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.;

WHEREAS, on May 3, 1993 the City Council passed Ordinance No. 9293-103 which authorized the Mayor to execute an agreement with Time Warner Entertainment Company, L.P. extending the existing cable television franchise for a period of two months;

WHEREAS, the existing cable television franchise as extended by Ordinance No. 9293-103 expires on June 29, 1993;

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 until March 1, 1994;

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

WHEREAS, the City of Urbana, Illinois and Time Warner Entertainment Company, L.P. are prepared to execute a release of all claims arising under the existing cable television franchise;

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 until March 1, 1994.

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.

Section 3. That the Mayor is hereby authorized to execute a release of all claims arising under the existing cable television franchise agreement on behalf of the City. Said release shall be approved as to form by the City Attorney.

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 21st day of June, 1993.

Phyllis D. Clark
Phyllis D. Clark, City Clerk

~~APPROVED~~ by the Mayor this 22nd day of June, 1993.

Tod Satterthwaite
Tod Satterthwaite, Mayor

THIS IS THE ATTACHMENT WHICH IS REFERRED TO IN ORDINANCE
NO. 9293-120 AND IS INCORPORATED THEREIN BY REFERENCE.

Phyllis D. Clark
Phyllis D. Clark, City Clerk

June 22, 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: _____

Date: 6/22/93

ATTEST:

ATTEST:

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

By: _____

