

ORDINANCE NO. 579

AN ORDINANCE BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AMENDING ORDINANCE NO. 252 OF THE CITY OF LONG BEACH, MISSISSIPPI, GRANTING TO CABLE ONE, INC., ITS SUCCESSORS AND ASSIGNS A FRANCHISE TO CONSTRUCT, OPERATE AND MAINTAIN IN SAID CITY A CABLE TELEVISION SYSTEM, SETTING FORTH CONDITIONS ACCOMPANYING THE GRANT OF SUCH FRANCHISE; PROVIDING FOR REGULATIONS AND USE OF SUCH SYSTEM; PRESCRIBING PENALTIES FOR VIOLATIONS OF ANY OF THE PROVISIONS OF THIS ORDINANCE; AND FOR RELATED PURPOSES.

BE IT ORDAINED BY THE MAYOR AND BOARD OF ALDERMEN OF THE CITY OF LONG BEACH, MISSISSIPPI, AS FOLLOWS:

SECTION 1. Short Title. This Ordinance shall be known as and may be cited as the "Long Beach Cable Television Franchise Ordinance of 2010."

SECTION 2. Definitions. For the purpose of this Ordinance the following terms, words and their derivations shall have the meaning given herein. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

- (a) "City" is the City of Long Beach, Mississippi.
- (b) "Company" is the Grantee of rights under this Franchise.
- (c) "Board" is the Board of Aldermen of the City of Long Beach, Mississippi.
- (d) "Grantee" is Cable One, Inc., a Delaware Corporation.
- (e) "Person" is a person, firm, partnership, association, corporation, company or organization of any kind.
- (f) "Cable Service" means (a) the one-way transmission to Subscribers of (i) Video Programming or (ii) Other Programming Service; (b) Subscriber interaction, if any, which is required for the selection or use of such Video Programming or other programming service.
- (g) "Cable Television System or ACATV System" shall mean a facility consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming as well as any other electrical or light signals, as permitted by the Federal Communications Commission, and which is provided to multiple subscribers within a community for a fixed or periodic fee and whose transmission paths pass along, over, under, across and upon streets, ways, lanes, alleys, parkways, bridges, highways and other public places.

- (h) "FCC" is the Federal Communications Commission.
- (i) "Gross Revenues" means revenues received by the Grantee generated from the provision of Cable Service through the operation of Grantee's Cable System within the City; provided, however, it shall not include any tax, fee or assessment that is collected by the Grantee from subscribers for pass through to a government agency. In addition, actual uncollectible debts and refundable deposits shall be deducted from Gross Revenues in computing any franchise fee.
- (j) "Street" or "streets" is the surface of and the space above and below any public street, road, highway, freeway, land, path, public or other easement now or hereafter held by the City for the purpose of public travel, and shall include such other easements and rights-of-way as shall be now held or hereafter held by the City and its Grantee to the use thereof for the purpose of installing or transmitting over poles, wires, cables, conductors, ducts, conduits, vaults, manholes, amplifiers, appliances, attachments and other property and equipment as may be ordinarily necessary and pertinent to a cable television system.

SECTION 3. Grant of Authority. Subject to the terms and provisions of this Ordinance hereinafter contained, there is hereby granted by the City to the Grantee, the right, privilege and franchise to construct, operate, extend, maintain and remove a CATV System to transmit cable service and other forms of signals whether video, audio, digital, or other technologies developed in the future in the Streets of the City for a period of Ten (10) years from and after the passage, adoption, acceptance and effective date of this Ordinance.

SECTION 4. Authority Not Exclusive.

(a) The right, privilege and franchise to use the streets for the purposes herein set forth shall not be exclusive; the City reserves the right to grant a similar use of said streets to any person at any time during the period of this Franchise.

(b) There is not included in this grant of authority the right to erect poles or posts along the streets or other public places where poles or posts now exist, it being the intent of the City that additional and duplicating poles, lines or posts are not to be erected. Where no poles, lines, or posts exist, individual poles or posts may be placed, provided the existence and location thereof is, in each instance, approved in writing by the City or its duly authorized representative.

SECTION 5. Compliance With Applicable Laws and Ordinances. The Company shall, all times during the life of this Franchise, be subject to all lawful exercise of the police power of the City, and to such reasonable regulation as the City shall hereafter by resolution or ordinance provide.

SECTION 6. Franchise Territory. The Franchise is for the territorial limits of the City and for any area henceforth added thereto during the term of this Franchise; provided that, the Grantee shall not be required to extend service to any newly annexed area that is being serviced by another cable system or when service to that area requires the Grantee to pass through areas serviced by another operator.

SECTION 7. Conditions of Street Occupancy.

(a) All transmission and distribution structures, lines and equipment erected by the Grantee within the City shall be so located as to cause the minimum interference with the proper use of the streets, alleys and other public ways of the City and to cause minimum interference with the rights and reasonable convenience of property owners who adjoin any of said streets, alleys or other public ways and places, and of the traveling public. The cable television system shall be constructed and operated in compliance with all local and national construction codes.

(b) Except when absolutely necessary to service a subscriber and not simply because it may be more convenient, economical or profitable for the Grantee to so operate, and then only when expressly permitted in writing by the City or its duly authorized representative under such conditions as shall be prescribed for the public welfare, the Grantee shall not erect, nor authorize or permit others to erect, any poles or other facilities within the streets of the City for the conduct of its CATV System, but shall use the existing poles and other equipment of the appropriate electrical power and telephone or other utility companies under such terms and agreements as the Grantee shall negotiate with those companies.

(c) Should the Grantee be required to place any lines or other equipment on any street or streets under the jurisdiction of the City, the manner of placement and location thereof shall be decided in consultation with a City representative designated by the Mayor.

(d) In the case of disturbance of any street, sidewalk, alley, public way, or paved area, the Grantee shall, at its own cost and expense and in a manner approved by the Director of Public Works or other appropriate official of the City, replace and restore such street, sidewalk, alley, public way, or paved area in as good a condition as before the work involving such disturbance was done.

(e) If at any time during the life of this Franchise the City shall lawfully elect to alter or change the grade of any street or streets, the Grantee, upon reasonable notice by the City, shall remove, relay, and relocate its poles, wires, cables, underground conduits, manholes and other fixtures and appliances at its own cost and expense.

(f) Any poles or other fixtures placed in any public street or streets or in any public way by the Grantee shall be placed in such manner as not to interfere with the usual travel on such public way.

(g) The Grantee shall, on the request of any person holding a building moving permit issued by the City, temporarily raise or lower its wires to permit the moving of buildings. The expense of such temporary removal or raising or lowering of wires shall be paid by the person requesting the same, and the Grantee shall have the authority to require such payment in advance. The Grantee shall be given not less than forty-eight (48) hours advance notice to arrange for such temporary wire changes.

(h) The Grantee shall have the authority to trim trees upon and overhanging streets, alleys, sidewalks and public ways and places of the City so as to prevent the branches of such trees from coming into contact with the wires and cables of the

Grantee, except that at the option of the City, such trimming may be done by it or under its supervision and direction at the expense of the Grantee.

(i) In all sections of the City where cables, wires, or other like facilities of public utilities are placed underground, the Grantee shall place its cables, wires, or other like facilities underground to the maximum extent that existing technology reasonably permits the Grantee so to do.

SECTION 8. Liability and Indemnification.

(a) The Grantee shall pay and by its acceptance of this Franchise the Grantee specifically agrees that it will pay all damages and penalties which the City may legally be required to pay as a result of the granting of this Franchise. These damages or penalties shall include, but shall not be limited to, damage arising out of the installation, operation and/or maintenance of the CATV System authorized herein, whether or not any act or omission complained of is authorized, allowed, or prohibited by this Franchise.

(b) The Grantee shall pay and by its acceptance of this Franchise specifically agrees that it will pay all expenses incurred by the City in defending itself with regard to all damages and penalties mentioned in subsection (a) above. These expenses shall include out of pocket expenses such as reasonable attorney's fees.

(c) The Grantee shall maintain, and by its acceptance of this Franchise specifically agrees that it will maintain throughout the life or terms of this Franchise liability insurance insuring the City as an additional insured and the Grantee with regard to all damages mentioned in subsection (a) and (b) above in the minimum amounts of:

(1) \$500,000 for property damage in the aggregate;

(2) \$500,000 for personal injuries, including death, to any one person per occurrence with an aggregate limit of \$1,000,000 for all claimants in any one occurrence;

(3) \$500,000 for the infringement of copyrights or patents; and

(4) \$500,000 for all other types of liability.

(d) The insurance policy or policies obtained by the Grantee in compliance with this section must be approved by the Board, and certificates of such insurance, along with written evidence of the payment of the premiums thereon, shall be filed and maintained with the City Clerk during the life of this Franchise.

SECTION 9. Services and Facilities; Technical Standards

(a) Services and Facilities:

(1) The Grantee shall provide a minimum of Forty (40) channels available for basic services for reception on standard television receivers; and in addition, digital channels and premium pay channels which can be received through a digital converter box; all for immediate service to subscribers.

(2) The CATV System herein contemplated shall have the minimum channel capacity within the time and as the same may be, prescribed by the Federal Communications Commission in 47 Code of Federal Regulations, Part 76, or as may be provided by the State of Mississippi, or other government agency having or acquiring jurisdiction of CATV Systems.

(3) The Grantee shall have the right to institute reasonable service rules and regulations for the conduct of its business.

(4) The receiving, transmission, and distribution equipment of the Grantee shall be installed, maintained and operated so as to provide reception by subscribers throughout the system of essentially the same quality as that received at the antenna site with minimum degradation.

(5) The reception, distribution and transmission system of the Grantee presently in existence and hereafter constructed, installed, operated and maintained, shall not be abandoned, either in whole or in part, by the Grantee without the consent of the City, acting by and through its Board.

(6) There is reserved to the City the right and privilege to require that the Grantee maintain in the future (i) one specially designated access channel for non-commercial public use on a first come, non-discriminatory basis, provided that the Grantee shall retain the right in its sole discretion to refuse to broadcast materials it deems lewd or lascivious in nature on such channel; (ii) one (1) specially designated channel for use by local educational authorities; and (iii) one (1) specially designated channel for local governmental uses. Grantee will have no control over the programming of these channels and therefore will have no liability based upon the programming of these channels. This separate sub-section shall be activated only by amendment to this ordinance prescribing reasonable regulations for the provision of such special access channels.

(b) Technical Standards.

(1) The Grantee shall comply fully with the technical rules and standards for cable television construction, maintenance and operation as adopted by the Federal Communications Commission in 47 Code of Federal Regulations, Part 76, as now existing, or as may be hereafter superseded or amended.

(2) The CATV Systems of the Grantee contemplated herein shall meet all performance criteria of the aforesaid 47 C.F.R. Part 76.

SECTION 10. Rates.

(a) All rates and charges enacted or proposed to be enacted by the Grantee shall be fair, just and reasonable. The Company shall be entitled to increase said rates in accordance with the provisions of federal law; provided, however, that notice of any change in rates shall be given to subscribers and the City not less than thirty (30) days prior to the implementation date thereof.

(b) The Grantee shall furnish, free of all cost, basic T.V. service (but not including HBO or other premium pay service) to library, city hall, school, fire and police stations in the City where available.

(c) The Grantee shall have the right to provide for additional rate charges for pay or other premium channel services furnished over and above the minimum basic channel service above provided.

(d) The City reserves the right to provide by separate hearing or resolution regulations for rate charges where such regulation of rates has not been preempted by the Federal Communications Commission or may be preempted by the State of Mississippi.

(e) The Grantee shall notify the City and its subscribers before the implementation of any rate changes at least thirty (30) days before rate changes go into effect.

SECTION 11. Rates to be Non-Discriminatory. The Grantee shall administer any and all rates and charges so as not to give preference nor discriminate among subscribers of like category or class; provided that, where not otherwise prohibited by law, none of the foregoing shall be deemed to prevent the Grantee from establishing:

(a) Special temporary reduced rates for periodic promotional offers to attract new subscribers or for subscribers who pay promptly;

(b) Reasonable policies for deposits, penalties, or denial of service where a particular subscriber has proven to be a bona fide credit problem;

(c) Separately negotiated bulk rates for multiple dwelling units;

(d) Separate rates for commercial and non-commercial users of special access channels, when and if provided for as in Section 10(a) (6) above; or

(e) Discounts for senior citizens

SECTION 12. Advance deposits; Disconnections.

(a) Advance Deposits. The Grantee may require subscribers to pay for subscriber services for two (2) months in advance. The Grantee may also require a reasonable security deposit or credit card access for provision of the converter unit.

(b) Disconnection. The Grantee may disconnect service to any subscriber for non-payment of basic and/or premium or other charges on a reasonable basis.

SECTION 13. Transaction Affecting Ownership of Facilities. The Grantee shall at all times during the life of this Franchise be the full and complete owner of all facilities and property, real and personal, of the CATV System herein, and shall not convey the same to any other person for operation under the Franchise without the prior permission or approval of the City in writing. The City shall not unreasonably withhold such approval, provided that the City shall find and determine that the prospective vendee or assignee is financially responsible and possesses the necessary technical expertise to operate and maintain the CATV System; and provided further that there has been filed by the Grantee and prospective vendee or assignee with the City Clerk of the City an instrument in writing duly executed reciting the facts of such sale, assignment or transfer, and acceptance by the vendee or assignee of the terms and provisions of this Franchise and agreement to perform all of the obligations and conditions of this Franchise. Such approval by the City shall be effective only in writing given by the Board within ninety (90) days of the written request for such approval. This provision shall not prohibit the Grantee from hypothecating its property or giving a mortgage or deed of trust as a first lien in favor of any responsible financial institution if it becomes necessary in the financing of the construction of said CATV System.

SECTION 14. Change of Control of Grantee. The grant of this Franchise is based upon the present control of the Grantee. Prior approval of the Board shall be required where ownership or control of more than thirty percent (30%) of the right of the control of the Grantee is required by a person or group of persons acting in concert, none of whom already own or control thirty percent (30%) or more of such right of control, singularly or collectively. By its acceptance of this Franchise, the Grantee specifically covenants and agrees that any such acquisition occurring without the prior written approval of the Mayor and Board of Alderman of the City, shall constitute a violation of this Franchise by the Grantee. As in the case of sale or transfer noted in Section 14, above, the City shall not unreasonably withhold such approval upon the same terms therein above stated.

Administrative transfers to a newly created holding company or to an already existing affiliated company or parent company will not constitute a change of control.

SECTION 15. Filings and Communication with Regulatory Agencies.

Notice of all petitions, applications and communications submitted by the Grantee to the FCC, Securities and Exchange Commission, or any other federal or state regulatory commission or agency having jurisdiction in respect to this Franchise and CATV System, shall be given by the Grantee to the Board simultaneously with such filing; and if requested by the Mayor, City Attorney or the Board, copies thereof shall be filed with the City Clerk of the City.

SECTION 16. City Rights in Franchise.

(a) The right is hereby reserved to the City or to its Board to adopt, in addition to the provisions contained in this Ordinance and existing applicable ordinances, such additional regulations as it shall find necessary in the exercise of the police power; provided that such regulations, by ordinance or otherwise, shall be reasonable and not in conflict with the rights herein granted.

(b) The City shall have the right to inspect the books, records, maps, plans, financial records and other like materials of the Grantee applicable to the Franchise, at any time during normal business hours, but at reasonable times and upon prior notice to the Grantee, such examination, if any, to take place at the office of the Grantee in the City of Long Beach, Mississippi.

(c) The City shall have the right to supervise all construction or installation work performed subject to the provisions of this Franchise, with respect to the location and placement of poles, fixtures and appliances, and make such inspections as it shall find necessary to insure compliance with the terms of this Franchise and other pertinent provisions of law, not inconsistent with 47 C.F.R. Part 76.

(d) The City shall have the right, during the life of this Franchise, to install and maintain free of charge upon the poles owned by Grantee any wire and pole fixtures necessary for a police or fire alarm system, on the condition that such wire and pole fixtures do not interfere with the CATV operation of the Grantee.

(e) At the expiration of the term for which this Franchise is granted, or upon its termination and cancellation, as provided for herein, the City shall have the right to require the Grantee to remove at its own cost and expense all portions of the CATV System from all public streets, public ways and public places in the City.

(f) After the expiration of the term for which this Franchise is granted, or after its termination and cancellation, as provided for herein, the City shall have the right to determine whether the Grantee shall continue to operate and maintain the CATV System pending the decision of the City as to the future maintenance and operation of such system but in no case longer than three months.

(g) Pending the determination by the City noted in subsection (f), above, and pending action by the City on any request for renewal of the Franchise by the Grantee, the Grantee may continue to operate the CATV System otherwise consistent with the term and provisions of this Franchise.

SECTION 17. Map, Plans and Reports.

(a) Upon request, the Grantee shall file with the City Clerk of the City true and accurate maps or plats of all existing and proposed installations of its systems.

(b) The Grantee shall file annually with the City Clerk of the City, not later than sixty (60) days after the end of the Grantee's fiscal year, a copy of its report to stockholders, if any, an income statement applicable to its cable television operations during the preceding 12-month period, and a statement of its property devoted to its CATV System in the City. The reports and statements shall be prepared and certified correct by an officer or authorized agent of the Grantee, and there shall be submitted with such reports and statements such other reasonable

information as the Board shall request with respect to the Grantee=s properties, income and expenses related to its CATV System operations with the City.

(c) The Grantee shall keep on file with the City Clerk of the City a current list of its shareholders and bondholders.

SECTION 18. Franchise Fee or Payment.

(a) The Grantee shall pay to the City semi-annually an amount equal to five percent (5%) of the semi-annual gross operating revenues taken in and received by it on all retail sales of television signals within the City during such time for the basic cable antenna service rendered within the City, such amount being referred to herein as "Basic cable service", and five percent (5%) of the net sum actually collected and received as additional charges for premium TV service rendered within the Franchise Area. For the purposes hereof "premium TV service" shall mean additional video service or special programming not otherwise available by conventional over-the-air television for which a fee is assessed on a per-channel or per-program basis; and "net premium service revenue" means the amounts actually received by the Franchisee for premium TV service after all acquisition fees are deducted. This fee or payment shall be in addition to any other tax or payment owed to the City by the Grantee.

(b) Service revenues of the Grantee upon which the franchise fees above set forth are based and calculated as above provided shall not include any fees or taxes collected by the Grantee (including the franchise fee and City Sales Taxes) and remitted to the State Tax Commission of the State of Mississippi or any other governmental agency or entity.

(c) The Franchise Fees above provided for shall be calculated semi-annually for the periods of January 1 through June 30 and July 1 through December 31 of each year, and shall be due and payable on or before the last day of the calendar month following the close of the semi-annual period.

SECTION 19. Removal of Facilities Upon Request. Upon termination of service to any subscriber, the Grantee shall promptly remove all its facilities and equipment from the premises of such subscriber upon his request.

SECTION 20. Transfer of Franchise. The Grantee shall not transfer this Franchise to another person without the prior approval of the City by Ordinance, or upon the terms as above set out in Section 13.

SECTION 21. Operation and Maintenance.

(a) The Grantee shall render efficient service, make repairs promptly, and interrupt services only for good cause and for the shortest time possible. Such interruptions insofar as possible shall be preceded by notice and shall occur during periods of minimum use of the system where feasible.

(a) The Grantee shall maintain an office in the City, which shall be open during all usual business hours, have a listed telephone, and be so operated that complaints and requests for repairs or adjustments may be received at any time.

SECTION 22. Carriage of Signals. The Grantee shall receive and distribute television signals which are disseminated to the general public without charge by broadcasting stations licensed by the FCC. The Grantee may distribute other signals and broadcasts, such as time and weather, and may provide cable network programming, special pay cable programming, and such other signals as permitted or required by the Federal Communications Commission regulations. All FCC regulations shall be complied with regarding the carriage of the programming of any existing or future television broadcasting station which covers the City of Long Beach, Mississippi, in its principal broadcasting area.

SECTION 23. Emergency Use of Facilities. In case of any emergency or disaster, the Grantee shall, upon request of the City Board, make available its facilities to the City for the emergency use during the emergency or disaster period, unless in accordance with the

rules of the FCC, the Grantee is required to override all its channels through its Emergency Alert System and transmit priority state and federal emergency alerts and notifications.

SECTION 24. Safety Requirements.

(a) The Grantee shall at all times employ ordinary care and shall install and maintain in use commonly accepted methods and devices for preventing failures and accidents which are likely to cause damages, injuries, or nuisances to the public.

(b) The Grantee shall install and maintain its wires, cables, fixtures and other equipment so as not to interfere with any equipment of any utility serving the residents of the City or any other entity lawfully and rightfully using the conduit, pole or other part of the street or right-of-way; and in accordance with the requirements of the National Electric Safety Code and other laws, ordinances and codes of the City.

(c) Any tower constructed in the City for use in the CATV System shall comply with the appropriate standards relating thereto published by the Engineering Department of the Electronic Industries Association of Washington, D.C., and appropriate Federal Aviation Agency regulations where applicable.

(d) All structures and all lines, equipment, and connections in, over, under and upon the streets, sidewalks, alleys and public ways or places in the City, wherever situated or located, shall at all times be kept and maintained in a safe, suitable, substantial condition, and in good repair and order, by the Grantee.

SECTION 25. Revocation of Franchise.

(a) In addition to all other rights and powers reserved or pertaining to the City by virtue of this Franchise or otherwise, the City reserves the right to terminate and cancel this Franchise and all rights and privileges of the Grantee hereunder in the event that the Grantee:

(1) Violates any provision of this Franchise or any rule, order, or determination of the City or its Board made pursuant to this Franchise, except

where such violation, other than Section 14, 15, or 21 or of subsection (2) below, is without fault or through excusable neglect;

(2) Becomes insolvent, unable or unwilling to pay its debts, or is adjudged a bankruptcy;

(3) Attempts to dispose of any of the facilities or property of its CATV business contrary to the provisions of this ordinance; or

(4) Attempts to evade any of the provisions of this Franchise or practices any fraud or deceit upon the City.

(b) Such termination and cancellation shall be by ordinance duly adopted after thirty (30) days notice to the Grantee and shall in now way affect any of the City's rights under this Franchise or any provision of law. In the event that such termination and cancellation depends upon a finding of fact, such finding of fact made by the City Board or its representatives shall be conclusive. Provided further, however, that before this Franchise may be terminated and cancelled under this Section, the Grantee must be provided with an opportunity to be heard before the Mayor and Board of Aldermen and upon reasonable notice of such hearing; provided further, that upon notice to the grantee of any violation, the Grantee shall have a period of thirty (30) days to correct the violation except where this ordinance provides earlier action.

SECTION 26. Failure to City to Enforce Franchise. The Grantee shall not be excused from complying with any of the terms and conditions of this Franchise by any failure of the City or its Board upon any one or more occasions to insist upon or to seek compliance with any such terms or conditions.

SECTION 27. Grantee Will Not Contest Validity of Franchise. The Grantee agrees by the acceptance of this Franchise that it will not at any time set up against the City in any claim or proceeding any condition or term of this Franchise as unreasonable, arbitrary or void or that the City had not the power or authority to make such term or condition, but

shall be required to accept the validity of the terms and conditions of this Franchise in their entirety, unless otherwise provided by Federal or State law, or any of its or their regulatory agencies.

SECTION 28. Rights Reserved to the City. Without limitation upon the rights which City may otherwise have, the City does hereby expressly reserve rights, powers and authorities:

- (a) To exercise its governmental powers now or hereafter to the full extent that such powers may be vested in or granted to the City;
- (b) To grant additional franchises within the City to other persons for the conduct of a cable system under similar conditions granted by the City herein;
- (c) To exercise any other rights, powers or duties required or authorized by or under the Constitution and Laws of the State of Mississippi, including, but not limited to, Code Charter Municipalities as provided by Mississippi law.

SECTION 29. Compliance with State and Federal Law.

- (a) Notwithstanding any other provision of this Franchise to the contrary, the Grantee shall at all times comply with all laws and regulations of the State (Mississippi) and Federal Governments and any administrative agencies thereof; provided, however, that if any such state or federal law or regulation shall require the Grantee to perform any service or shall prohibit the Grantee from performing any service or shall permit the Grantee to perform any service in conflict with the terms of this Franchise or any law or regulation of the City B then, as soon as possible following knowledge thereof, the Grantee shall notify the Mayor of the City of the point of conflict believed to exist between such regulation or law and the laws and regulations of the City or this Franchise.
- (b) If the City determines that a material provision of this Ordinance is affected by such subsequent action, the City Board shall have the right to carry out the full intent and purpose of this Ordinance and amend the same accordingly.

SECTION 30. Severability. If any section, subsection, sentence, clause, phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed to be a separate, distinct and independent provision, and such holding shall not affect the validity of the remaining portions thereof.

SECTION 31. Captions. The captions of sections and subsections throughout this Ordinance are intended solely to facilitate reading and referencing and shall not affect the meaning or interpretation of the provisions contained therein.

SECTION 32. Duration and Acceptance of Franchise.

(a) This Franchise and the rights, privileges and authority hereby granted shall take effect and be in force from and after the final adoption hereof, as provided by law, and shall continue in force and effect for a term of years as provided in Section 3 above; provided that within thirty (30) days after the date of final adoption of this ordinance, the Grantee shall file with the City Clerk its unconditional acceptance of this Franchise and promise to comply with and abide by all its provisions, terms and conditions. Such acceptance shall be in writing duly executed and sworn to by or on behalf of the Grantee before a notary public or other officer authorized by law to administer oaths, and recorded in the Ordinance Book with this Ordinance.

(b) Should the Grantee fail to comply with subsection (a) above, it shall acquire no rights, privileges, or authority under this Franchise.

SECTION 33. Amendment of Ordinance No. 252. Ordinance No. 252 of the City of Long Beach, Mississippi, entitled, *“An Ordinance by the Mayor and Board of Aldermen of the City of Long Beach, Mississippi, Granting a Franchise to Coast T.V. Cable, a Mississippi Corporation, its Successors and Assigns, to Operate and Maintain a Community Electronic System in said City, setting Forth Conditions Accompanying the Grant of Such Franchise; Providing for City Regulation and Use of Such System; and Prescribing Penalties for any Violation of any*

Provision of this Ordinance", be and said Ordinance No. 252 hereby is, amended in its entirety to read as above set forth.

SECTION 34. Effective Date. This Ordinance shall take effect and be in force from and after the earliest period allowed by law, upon its adoption, acceptance by Cable One, Inc., its publication and enrollment in the Ordinance Book of the City of Long Beach, Mississippi.

The above and foregoing Ordinance No. 579 was introduced in writing by Alderman Anderson who moved its adoption. Alderman Ponthieux seconded the motion to adopt the Ordinance, and after discussion, no member of the Board of Aldermen having requested the Ordinance to be read by the City Clerk, and the question being put to a roll call vote, the result was as follows:

Alderman Bernie Parker	voted Aye
Alderman Gary J. Ponthieux	voted Aye
Alderman Kaye H. Couvillon	voted Aye
Alderman Carolyn Anderson	voted Aye
Alderman Leonard G. Carrubba, Sr.	voted Aye
Alderman Mark E. Lishen	voted Aye
Alderman Ronnie Hammons, Jr.	voted Aye

The question having received the affirmative vote of all the Aldermen present and voting, the Mayor declared the motion carried and the said Ordinance Number 579 adopted and approved this, the 3rd day of August, 2010.

APPROVED:

WILLIAM SKELLIE, JR., MAYOR

ATTEST:

REBECCA E. SCHRUFF, CITY CLERK

C E R T I F I C A T E

STATE OF MISSISSIPPI
COUNTY OF HARRISON
CITY OF LONG BEACH

I, the undersigned, Rebecca E. Schruff, City Clerk within and for the City of Long Beach, Mississippi, do hereby certify that the above and foregoing is a true and correct copy of that certain Ordinance #579 of the City of Long Beach, Mississippi, adopted by the Mayor and Board of Aldermen at a regular meeting duly held and convened on the 3rd day of August, 2010, as the same appears of record in Ordinance Book #7 pages 499-517 inclusive, in my office at the City Hall in said City.

Given under my hand and the official seal of my office this the 3rd day of August, 2010.

(SEAL)

Rebecca E. Schruff, City Clerk