

## **ORDINANCE 21-2025**

### **AN ORDINANCE GOVERNING A LIMITED CABLE TELEVISION PROVIDER FRANCHISE TO MEDIACOM SOUTHEAST LLC (MEDIACOM") FOR THE CITY OF HOPKINSVILLE, KENTUCKY; AND AUTHORIZING THE MAYOR TO SIGN A TEN (10) YEAR FRANCHISE AGREEMENT WITH MEDIACOM**

**WHEREAS**, Mediacom is the duly authorized holder of a limited cable franchise, set forth in Ordinance 02-2007 authorizing Mediacom to provide service in the City of Hopkinsville, Kentucky (the "City"), and to maintain a cable system therein; and

**WHEREAS**, the City has determined that it is in the interest of the City and its residents for Mediacom to continue to operate the limited cable system to provide cable service and such other services as permitted by applicable law; and

**WHEREAS**, pursuant to its powers under Sections 163 and 164 of the Kentucky Constitution, Hopkinsville City Council may create and renew franchises for cable television systems; and

**WHEREAS**, the City and Mediacom agree to enter into the following franchise under Kentucky law; and

**WHEREAS**, Hopkinsville City Council has determined that Mediacom has substantially complied with the material terms of Ordinance 02-2007 and with applicable law; that the quality of Mediacom's service, including signal quality, response to consumer complaints and billing practices, has been and will continue to be reasonable in light of community needs; and that Mediacom has the financial, legal and technical ability to provide the service, facilities and equipment to provide cable service in the City.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF HOPKINSVILLE, KENTUCKY AS FOLLOWS:**

#### **SECTION ONE**

- a. The City of Hopkinsville grants unto Mediacom a ten (10) year Limited Cable Television Franchise, subject to the provisions of Ordinance No.02-2007. A copy of the Franchise Agreement is attached hereto as Exhibit A and incorporated herein.
- b. The Franchise Agreement shall expire on August 30, 2035.
- c. Pursuant to the Franchise Agreement, Mediacom does hereby bind itself, its successors and assigns, to faithfully and fully perform each and every condition of said franchise as memorialized in the Franchise Agreement, and further to faithfully perform all acts required of it pursuant to said franchise.
- d. The Franchise Agreement memorializes the agreement between the parties contained and embodied in Ordinance No. 02-2007 and shall be binding upon and inure to the benefit of the respective successors in interest to the parties hereto.

e. That the Mayor is hereby authorized to sign the Franchise Agreement which memorializes the award by the City of Hopkinsville to Mediacom of said franchise subject to the terms and conditions reflected in Ordinance No. 02-2007 and this ordinance.

## **SECTION TWO**

All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

## **SECTION THREE**

That if any section, sentence, clause or phrase of this ordinance is held to be unconstitutional or otherwise invalid, such infirmity shall not affect the validity of the remainder of the ordinance

## **SECTION FOUR**

The statements set forth in the Preamble to this ordinance are hereby incorporated in this Ordinance by reference, the same as if set forth at length herein.

## **SECTION FIVE**

This ordinance shall take effect after its passage and publication according to law.

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MEDIACOM SOUTHEAST LLC, ("MEDIACOM") FOR CABLE TELEVISION SERVICE IN  
THE CITY OF HOPKINSVILLE, KENTUCKY; AND AUTHORIZING THE MAYOR TO SIGN A  
TEN (10) YEAR FRANCHISE AGREEMENT WITH MEDIACOM**

**PUBLICLY READ AND PASSED FIRST TIME:** \_\_\_\_\_

**PUBLICLY READ AND PASSED SECOND TIME:** \_\_\_\_\_

**APPROVED:** \_\_\_\_\_  
**Mayor James R. Knight Jr.**

**ATTEST:** \_\_\_\_\_  
**City Clerk Brittany Byrum, CMC**