

1 BY COUNCIL MEMBER Yang :

2 AN ORDINANCE TO AMEND Chapter 45 of the 2019 Detroit City Code,
3 *Telecommunications*, Article III, *Franchises*, Division 2, *Uniform Video Service Local Franchise*
4 *Agreements*, by amending Section 45-3-22, *Approval of uniform video service local franchise to*
5 *Comcast of Detroit*, to provide for a new ten-year agreement period starting from July 29, 2024
6 and ending July 28, 2034.

7 IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT
8 THAT:

9 Section 1. Chapter 45 of the 2019 Detroit City Code, *Telecommunications*, Article III,
10 *Franchises*, Division 2, be amended by amending Section 45-3-22, to read as follows:

11 CHAPTER 45. Telecommunications

12 ARTICLE III. Franchises

13 Sec. 45-3-22. Approval of Uniform video service local franchise to Comcast of Detroit.

14 (a) Pursuant to the requirements set forth in the Uniform Video Services Local
15 Franchise Act, being *MCL 484.3301 et seq.*, and in compliance with Section 45-1-2 of this Code,
16 the City hereby grants a uniform video service local franchise to Comcast of Detroit, a Michigan
17 General Partnership, doing business as Comcast, under the specific terms set forth in the Uniform
18 Video Service Local Franchise Agreement, which is available at the Office of the City Clerk and
19 includes the following:

20 (1) *Video service area footprint.* As stated in Attachment I of the Franchise Agreement,
21 Comcast of Detroit is an incumbent provider whose last cable franchise entered into

1 before the effective day the Uniform Video Services Local Franchise Act, being
2 *MCL 484.3301 et seq.*, which was January 1, 2007. As provided for Section ~~9-5-3-~~
3 ~~4 of the 1984 Detroit Code~~ 45-3-22 of the 2019 Detroit Code, the last cable
4 franchise between the City of Detroit and Comcast of Detroit was “granted for the
5 entire area of the City as it exists and as its borders may from time to time be
6 changed.”

7 (2) *Term.* Pursuant to Section XVII of the Franchise Agreement, the Agreement is for
8 a ten-year period starting ~~September 1, 2014 and ending August 31, 2024~~ July 29,
9 2024 and ending July 28, 2034.

10 (3) *Annual video service provider fee.* As set forth in detail in Section VI of the
11 Franchise Agreement, Comcast of Detroit shall calculate and pay to the City an
12 annual video service provider fee in an amount equal to five percent of gross
13 revenue.

14 (4) *PEG fee.* As set forth in detail in Section VIII of the Franchise Agreement, Comcast
15 of Detroit shall also pay to the City as support for the cost of PEG access facilities
16 and services an annual fee equal to two percent of gross revenues.

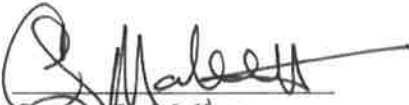
17 (b) The terms and conditions that are contained in the Uniform Video Service Local
18 Franchise Agreement, which is available at the Office of the City Clerk, shall control.

19 **Section 2.** This ordinance is hereby declared necessary to preserve the public peace, health,
20 safety, and welfare of the People of the City of Detroit.

21 **Section 3.** All ordinances, or parts of ordinances, that conflict with this ordinance are
22 repealed.

1 **Section 4.** In the event this ordinance is passed by two-thirds (2/3) majority of City Council
2 Members serving, it shall be given immediate effect and become effective upon publication in
3 accordance with Section 4-118 of the 2012 Detroit City Charter. Where this ordinance is passed
4 by less than a two-thirds (2/3) majority of City Council Members serving, it shall become effective
5 on the thirtieth (30) day after enactment, in accordance with Section 4-118 of the 2012 Detroit City
6 Charter.

Approved as to form:


Conrad L. Mallett
Corporation Counsel