

## **SUMMARY**

This proposed ordinance amends Chapter 45 of the 2019 Detroit City Code, *Telecommunications*, Article III, *Franchises Division 2, Uniform Video Service Local Franchise Agreements*, of the 2019 Detroit City Code by adding Sections 45-3-24, *Approval of uniform video service local franchise to DIRECTV, LLC*, to provide for a new ten-year agreement period to start October 15, 2025, until October 14, 2035.

1 **BY COUNCIL MEMBER \_\_\_\_\_:**

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*, of the 2019 Detroit City Code by adding Sections 45-3-24, *Approval of uniform video*  
5 *service local franchise to DIRECTV, LLC*, to provide for a new ten-year agreement period to start  
6 October 15, 2025, until October 14, 2035.

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 Division 2, be amended by adding Section 45-3-24, to read as follows:

11 **CHAPTER 45. TELECOMMUNICATIONS**

12 **ARTICLE III. FRANCHISES**

13 **Division 2. Uniform Video Service Local Franchise Agreements**

14 **Sec. 45-3-24. Approval of Uniform video service local franchise to DIRECTV LLC.**

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

21 (1) Video service area footprint. DIRECTV, LLC is an assignee of incumbent provider  
22 AT&T Michigan. Attachment I of the Franchise Agreement meets the requirements  
23 of Section 2(3)(e) of Act 480. The map identifies the Video Service Area Footprint

1 in terms of wire centers or exchanges serving the City of Detroit, and such  
2 boundaries are overlaid onto a map with the municipal boundaries of the City of  
3 Detroit.

4 (2) Term. Pursuant to Section V of the Franchise Agreement, the Agreement is for a  
5 ten-year period starting October 15, 2025 and concluding October 14, 2035.

6 (3) Annual video service provider fee. As set forth in detail in Section VI of the  
7 Franchise Agreement, DIRECTV, LLC shall calculate and pay to the City an annual  
8 video service provider fee in an amount equal to five percent of gross revenue.

9 (4) PEG fee. As set forth in details in Section VIII of the Franchise Agreement,  
10 DIRECTV LLC shall also pay to the City as a support for the cost of PEG access  
11 facilities and services an annual fee equal to two percent of gross revenues.

12 (b) The terms and conditions that are contained in the Uniform Video Service Local  
13 Franchise Agreement, a copy of which is available at the Office of the City Clerk, shall control.  
14 **Secs. 45-3-25—45-3-30. Reserved.**

15 **Section 2.** This ordinance is declared necessary for the preservation of the public peace,  
16 health, safety, and welfare of the People of the City of Detroit.

17 **Section 3.** In accordance with Section 4-116 of the 2012 Detroit City Charter, this  
18 ordinance shall be given immediate effect and become effective upon publication.

19 **Section 4.** In the event this ordinance is passed by two-thirds (2/3) majority of City Council  
20 Members serving, it shall be given immediate effect and become effective upon publication in  
21 accordance with Section 4-118 of the 2012 Detroit City Charter. Where this ordinance is passed  
22 by less than two-thirds (2/3) majority of City Council Members serving, it shall become effective

- 1 on the thirtieth (30) day after enactment, in accordance with Section 4-118 of the 2012 Detroit City
- 2 Charter.

**APPROVED AS TO FORM:**



Conrad Mallett  
Corporation Counsel