



# Rochester Hills Agenda Report

1000 Rochester Hills Drive  
Rochester Hills, MI 48309  
(248) 656-4660  
Home Page:  
www.rochesterhills.org

File Number: 2007-0240

**File Number:** 2007-0240

**File Type:** Administration

**Status:** To Council

**Version:** 2

**Reference:**

**Controlling Body:** City Council Regular Meeting

**Requester:** Mayor's Office

**Cost:**

**Introduced:** 04/04/2007

**File Name:** Uniform Video Service Local Franchise Agreement with AT&T

**Final Action:**

**Title:** Request for Approval of Uniform Video Service Local Franchise Agreement with AT&T

**Notes:**

**Code Sections:**

**Indexes:** Agreements

**Sponsors:**

**Attachments:** Agenda Summary.pdf, 040407 Agenda Summary.pdf, 041607 Franchise Agmt (rev).pdf, Public Act 480.pdf, 040407 Staran Email.pdf, 032207 Franchise Agmt (orig).pdf, Resolution.pdf

**Agenda Date:**

**Agenda Number:**

**Enactment Date:**

**Enactment Number:**

## History of Legislative File

Ver- sion:	Acting Body:	Date:	Action:	Sent To:	Due Date:	Return Date:	Result:
1	City Council Work Session	04/04/2007	Discussed				

## Text of Legislative File 2007-0240

..Title

Request for Approval of Uniform Video Service Local Franchise Agreement with AT&T

..Body

**Whereas**, the Uniform Video Services Local Franchise Act, 2006 PA 480, requires a Video Service Provider to enter into a State-Mandated Uniform Video Service Local Franchise Agreement (the "Franchise Agreement") with the City, as the Franchising Entity, prior to offering video services within the City's boundaries; and

**Whereas**, on April 16, 2007, a revised Franchise Agreement was submitted to the City by AT&T Michigan; and

**Whereas**, Section (3)2 of the Act requires a Franchising Entity to notify the provider as to the

completeness of the Franchise Agreement within fifteen (15) business days after the Franchise Agreement is filed with the Franchising Entity; and

**Whereas**, notice of the completeness of the Franchise Agreement has been provided to AT&T Michigan; and

**Whereas**, Section 3(3) of the Act requires a Franchising Entity to approve a Franchise Agreement within thirty (30) calendar days after a complete Franchise Agreement is submitted; and

**Whereas**, based on the filing date and the approval deadline, the City must take action on and notify AT&T Michigan as to whether the City has approved the Franchise Agreement on or before May 16, 2007; and

**Whereas**, the City Council has determined that the Franchise Agreement meets the technical requirements of the Act, and therefore, undertakes to adopt this Resolution approving the Franchise Agreement, as required by the Act.

**Now, Therefore, It Is Resolved**, the Rochester Hills City Council finds that the Franchise Agreement meets the technical requirements of the Act, and solely for that reason, the City approves the Franchise Agreement with AT&T Michigan.

**It Is Further Resolved**, the City's approval is given only because it is required by the Act, and is not an indication of the City's agreement with or assent to any provisions of the Act or the Franchise Agreement.

**It Is Further Resolved**, Section VI. of the Franchise Agreement, entitled "Fees," shall be filled in by the City as follows:

1. Subsection A(i) shall reflect a franchise fee under the City's existing franchise agreement with Comcast in the amount of five percent (5%).
2. Subsection A(ii) shall reflect a franchise fee to be paid upon expiration of the existing franchise agreement with Comcast in the amount of five percent (5%).

**It Is Further Resolved**, Section VIII of the Franchise Agreement, entitled "PEG Fees," shall be filled in by the City as follows:

1. Subsection A(1) shall reflect a PEG fee under the City's existing franchise agreement with Comcast in the amount of one percent (1%).
2. Subsection A(2) shall reflect a PEG fee to be paid upon expiration of the existing franchise agreement with Comcast in the amount of two percent (2%).

**It Is Further Resolved**, by approving the Franchise Agreement, the City does not intend to waive any right to challenge any provisions of the Act or any related provisions of the Franchise Agreement on the basis that such provisions are unconstitutional, unlawful, invalid or enforceable, including on the

grounds that a particular action is an unconstitutional impairment of contractual rights, and further reserves any and all rights stemming from any successful challenge to such provisions undertaken by any other local franchising entity.

***It Is Further Resolved***, AT&T Michigan shall be expected and required to obtain necessary approvals and comply with City requirements concerning installation of cabinets and infrastructure within rights-of-ways, and shall further be expected to cooperate with the City and affected residents concerning the location, screening and maintenance of such cabinets.