

**CITY OF BALTIMORE**  
**COUNCIL BILL 19-0458**  
**(First Reader)**

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Introduced by: The Council President  
At the request of: The Administration (Department of Transportation)  
Introduced and read first time: October 28, 2019  
Assigned to: Housing and Urban Affairs Committee

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REFERRED TO THE FOLLOWING AGENCIES: City Solicitor, Department of Planning, Department of Housing and Community Development, Department of Transportation, Fire Department, Board of Estimates

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A BILL ENTITLED

1 AN ORDINANCE concerning

2 style="text-align:center">**Franchise – Light Pole Base Within the Right-of-Way of**  
3 style="text-align:center">**Quad Avenue at Interstate 95**

4 FOR the purpose of granting a franchise to the State of Maryland, for the use of the Maryland  
5 Transportation Authority, to construct and maintain a private light pole base within the right-  
6 of-way of Quad Avenue, subject to certain terms, conditions, and reservations; and providing  
7 for a special effective date.

8 BY authority of  
9 Article VIII - Franchises  
10 Baltimore City Charter  
11 (1996 Edition)

12 style="text-align:center">**Recitals**

13 The Maryland Transportation Authority (MdTA) proposes to construct a light pole  
14 base to install a light pole on the north side of Quad Avenue to provide safe  
15 lighting on the I-95 Interstate Highway.

16 **SECTION 1. BE IT ORDAINED BY THE MAYOR AND CITY COUNCIL OF BALTIMORE,** That a  
17 franchise or right is granted to the State of Maryland, its tenants, successors, and assigns  
18 (collectively, the “Grantee”), for the use of the Maryland Transportation Authority, to construct  
19 and maintain, at Grantee’s own cost and expense, and subject to the terms and conditions of this  
20 Ordinance, a light pole base within the right-of-way of Quad Avenue, located in the area  
21 described as follows:

22 Beginning for the same at a point on the north side of Quad Avenue 80 feet wide,  
23 known as station 626+73.68 and 7.24 feet to the left; thence binding on the north  
24 side of Quad Avenue by a line curving to the left having a radius of 1800.00 feet  
25 for a distance of 20.00 feet, the curve being subtended by a chord bearing South  
26 77° 08’ 02” East 20.00 feet to a point known as station 626+69.45 and 12.30 feet  
27 to the right; thence leaving the point South 12° 51’ 58” West 15 feet to a point

EXPLANATION: CAPITALS indicate matter added to existing law.  
[Brackets] indicate matter deleted from existing law.

**Council Bill 19-0458**

1 known as station 626+54.80 and 9.15 feet to the right; thence leaving the point  
2 North 77° 08' 02" West 20.00 feet to a point known as station 626+59 and 10.41  
3 feet to the left; thence leaving the point North 12° 51' 58" East 15.00 feet to the  
4 place of beginning.

5 As referenced on State Highway Administration plat no. 59909.

6 Containing 300 square feet or 0.007 acres, more or less.

7 **SECTION 2. AND BE IT FURTHER ORDAINED**, That to become effective, the franchise or right  
8 granted by this Ordinance (the "Franchise") must be executed and enjoyed by the Grantee within  
9 6 months after the effective date of this Ordinance.

10 **SECTION 3. AND BE IT FURTHER ORDAINED**, That as compensation for the Franchise, the  
11 Grantee shall pay to the Mayor and City Council of Baltimore a franchise charge of \$\_\_\_\_\_ a  
12 year, subject to increase or decrease as provided in Section 5 of this Ordinance. The franchise  
13 charge must be paid annually, at least 30 days before the initial and each renewal term of the  
14 Franchise.

15 **SECTION 4. AND BE IT FURTHER ORDAINED**, That:

16 (a) The initial term of the Franchise is 1 year, commencing on the effective date of this  
17 Ordinance. Unless sooner terminated as provided in this Ordinance, the Franchise will  
18 automatically renew, without any action by either the Mayor and City Council of Baltimore or  
19 the Grantee, for 24 consecutive 1-year renewal terms. Except as otherwise provided in this  
20 Ordinance, each renewal term will be on the same terms and conditions as the initial term. The  
21 maximum duration for which the Franchise may operate, including the initial and all renewal  
22 terms, is 25 years.

23 (b) Either the Mayor and City Council of Baltimore, acting by and through the Director of  
24 Transportation, or the Grantee may cancel the Franchise as at the end of the initial or any renewal  
25 term by giving written notice of cancellation to the other at least 90 days before the end of that  
26 term.

27 **SECTION 5. AND BE IT FURTHER ORDAINED**, That the Mayor and City Council of Baltimore,  
28 acting by and through the Board of Estimates, may increase or decrease the annual franchise  
29 charge by giving written notice of the increase or decrease to the Grantee at least 150 days before  
30 the end of the original or renewal term immediately preceding the renewal term to which the  
31 increase or decrease will first apply. The new franchise charge will apply to all subsequent  
32 annual renewal terms, unless again increased or decreased in accordance with this section.

33 **SECTION 6. AND BE IT FURTHER ORDAINED**, That the Mayor and City Council of Baltimore  
34 expressly reserves the right at all times to exercise, in the interest of the public, full municipal  
35 superintendence, regulation, and control over and in respect to all matters connected with the  
36 Franchise and not inconsistent with the terms of this Ordinance.

37 **SECTION 7. AND BE IT FURTHER ORDAINED**, That the Grantee, at its own cost and expense,  
38 shall maintain in good condition and in compliance with all applicable laws and regulations of  
39 Baltimore City, all structures for which the Franchise is granted. The maintenance of these  
40 structures shall be at all times subject to the regulation and control of the Commissioner of

**Council Bill 19-0458**

1 Housing and Community Development and the Director of Transportation. If any structure for  
2 which the Franchise is granted must be readjusted, relocated, protected, or supported to  
3 accommodate a public improvement, the Grantee shall pay all costs and expenses in connection  
4 with the readjustment, relocation, protection, or support.

5 **SECTION 8. AND BE IT FURTHER ORDAINED,** That at the option of the Mayor and City  
6 Council of Baltimore, acting by and through the Director of Transportation, the Grantee's failure  
7 to comply with any term or condition of this Ordinance constitutes a forfeiture of the Franchise.  
8 Immediately on written notice to the Grantee of the exercise of this option, the Franchise  
9 terminates. Once so terminated, only an ordinance of the Mayor and City Council of Baltimore  
10 may waive the forfeiture or otherwise reinstate the Franchise.

11 **SECTION 9. AND BE IT FURTHER ORDAINED,** That at any time and without prior notice, the  
12 Mayor of Baltimore City may revoke the Franchise if, in the Mayor's judgment, the public  
13 interest, welfare, safety, or convenience so requires. Immediately on written notice to the  
14 Grantee of the exercise of this right, the Franchise terminates.

15 **SECTION 10. AND BE IT FURTHER ORDAINED,** That on cancellation, expiration, forfeiture,  
16 revocation, or other termination of the Franchise for any reason, the Grantee shall remove all  
17 structures for which the Franchise is granted. The removal of these structures shall be  
18 (i) undertaken at the cost and expense of the Grantee, without any compensation from the Mayor  
19 and City Council of Baltimore, (ii) made in a manner satisfactory to the Commissioner of  
20 Housing and Community Development and the Director of Transportation, and (iii) completed  
21 within the time specified in writing by the Director of Transportation.

22 **SECTION 11. AND BE IT FURTHER ORDAINED,** That the Grantee is liable for and shall  
23 indemnify and save harmless the Mayor and City Council of Baltimore against all suits, losses,  
24 costs, claims, damages, or expenses to which the Mayor and City Council of Baltimore is at any  
25 time subjected on account of, or in any way resulting from, (i) the presence, construction, use,  
26 operation, maintenance, alteration, repair, location, relocation, or removal of any of the structures  
27 for which the Franchise is granted, or (ii) any failure of the Grantee, its officers, employees, or  
28 agents, to perform promptly and properly any duty or obligation imposed on the Grantee by this  
29 Ordinance.

30 **SECTION 12. AND BE IT FURTHER ORDAINED,** That this Ordinance takes effect on the date it  
31 is enacted.